

CYNTHIA B FORTE  
BERKELEY COUNTY  
REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

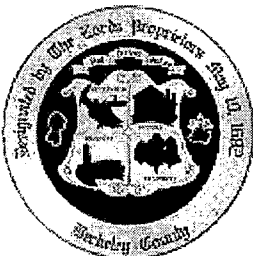
\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\*



Instrument #:	2016029010		
Receipt Number:	32543	Return To:	JOHNSON SMITH HIBBARD & WILDMAN LAW FIRM
Recorded As:	DEED		220 NORTH CHURCH ST STE 4
Recorded On:	September 06, 2016		SPARTANBURG, SC, 39304
Recorded At:	02:56:11 PM	Received From:	JOHNSON SMITH HIBBARD & WILDMAN LAW FIRM
Recorded By:	LYNETTE SHELTON	Parties:	
Book/Page:	RB 2266: 459 - 466		Direct- BIN-NR5801 LLC
Total Pages:	8		Indirect- CENTERPOINT PROPERTIES TRUST

\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\*

Recording Fee:	\$13.00
Consideration:	\$29,000,000.00
County Tax:	\$31,900.00
State Tax:	\$75,400.00
Tax Charge:	\$107,300.00



RECEIVED

SEP 06, 2016

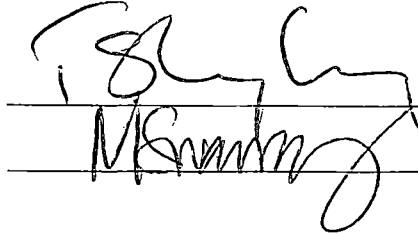
ASSESSOR  
BERKELEY COUNTY SC  
JANET B. JUROSKO  
AUDITOR BERKELEY COUNTY SC

*Cynthia B. Forte*  
Cynthia B Forte - Register of Deeds



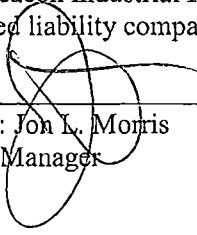
IN WITNESS WHEREOF, the Grantor has affixed its Hand and Seal this 1st day of September, 2016.

Signed, Sealed and Delivered  
In the Presence Of:



BIN – NR5801 LLC,  
a North Carolina limited liability company  
(f/k/a Beacon North Rhett LLC)

By: Beacon Industrial Holdings LLC, a North Carolina  
Limited liability company, its Manager

By:   
Name: Jon L. Morris  
Title: Manager

STATE OF NORTH CAROLINA     )  
   )  
COUNTY OF MECKLENBURG     )

ACKNOWLEDGMENT

I, Elizabeth C. Reap (Notary Public), do hereby certify that Jon L. Morris, a Manager of Beacon Industrial Holdings LLC, a North Carolina limited liability company, the manager of BIN – NR5801 LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 30th day of August, 2016.



Elizabeth C. Reap  
Notary Public for North Carolina  
My Commission Expires: January 31, 2021

**EXHIBIT "A" to Limited Warranty Deed**

Legal Description

All that piece, parcel or tract of land, situate, lying and being in the town of Hanahan, Berkeley County, South Carolina, comprised of that certain 18.172 acre tract and that certain 15.968 acre tract, as shown on a plat entitled "PLAT OF THE SUBDIVISION OF A 34.14 AC. TRACT, A PORTION OF TRIDENT INDUSTRIAL PARK", prepared by George A.Z. Johnson, Jr., dated May 11, 1977, revised July 5, 1977, February 8, 1985 AND April 29, 1985 and recorded in Plat Cabinet F, at Slide 94, Office of the Register of Deeds for Berkeley County, South Carolina. Said tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

**Derivation:** Being the same land conveyed by CN CRAG Blackhawk LLC, a Delaware limited liability company to Beacon North Rhett LLC, a North Carolina limited liability company by (i) Title to Real Estate (Limited Warranty) recorded on January 2, 2013 as Instrument No. 2013-0000112 in Volume 9874, Page 63, and (ii) Quitclaim Deed recorded on January 2, 2013 as Instrument No. 2013-0000113 in Volume 9874, Page 69, both of the Office of the Register of Deeds for Berkeley County, South Carolina.

**TMS No.:** 266-09-00-015

**Exhibit B**  
**Permitted Exceptions**

1. Taxes and assessments for the year 2016, and subsequent years, which are a lien but are not yet due and payable.
2. Provisions of instrument from Trident Industrial Park Company to South Carolina Electric & Gas Company recorded in the Office of the Register of Deeds for Berkeley County, South Carolina in Book C-112 at Page 66, on August 15, 1975.
3. Provisions of instrument from Trident Industrial Park Company to Seaboard Coastline Railroad Company recorded in said ROD Office in Book A-326 at Page 164 on March 25, 1977.
4. Provisions of instrument entitled Easement from Montgomery Industries, Inc. to City of Hanahan recorded in said ROD Office in Book C-120 at Page 140 on July 25, 1977.
5. Indenture from Montgomery Industries, Inc. to South Carolina Electric and Gas Company recorded in said ROD Office in Book C-123 at Page 27 on February 9, 1978.
6. The following Lease Agreements:
  - a. between Adams Outdoor Advertising Limited Partnership, Lessee, and Blackhawk Logistics, LLC, Lessor, dated April 10, 2007, and recorded in said ROD Office in Book 9267 at Page 74 on January 10, 2012, which grants Lessee, among other things, certain rights of first refusal. See Affidavit of Lease by Adams Outdoor Advertising n/k/a Adams Outdoor Advertising Limited Partnership, dated December 10, 2013 and recorded in said ROD Office on September 29, 2014 in Book 10987 at Page 251. Also see Partial Termination of Right of First Refusal recorded January 2, 2013 in said ROD Office in Book 9874 at Page 55.
  - b. between Adams Outdoor Advertising Limited Partnership, Lessee, and Blackhawk Logistics, LLC, Lessor, dated April 10, 2007, and recorded in said ROD Office in Book 9267 at Page 80 on January 10, 2012 Affidavit of Lease by Adams Outdoor Advertising n/k/a Adams Outdoor Advertising Limited Partnership, dated December 30, 2013 and recorded in said ROD Office on September 29, 2004 in Book 10987 at Page 269, which grants Lessee, among other things, certain rights of first refusal. See Affidavit of Lease by Adams Outdoor Advertising n/k/a Adams Outdoor Advertising Limited Partnership, dated December 10, 2013 and recorded in said ROD Office on September 29, 2004 in Book 10987 at Page 269. See also Partial Termination of Right of First Refusal recorded January 2, 2013 in said ROD Office in Book 9874 at Page 55.
7. Matters shown on ALTA/ASCM Land Title Survey prepared by GPA Professional Land Surveyors dated March 11, 2016, entitled "ALTA/ASCM Land Title Survey showing TMS No. 268-09-00-015 owned by Beacon North Rhett LLC located in Trident Industrial Park, City of Hanahan, Berkeley County, South Carolina.
8. Rights of tenants in possession under unrecorded leases.

9. Survey entitled "Plat of the Subdivision of 34.14 Ac. Tract a Portion of Trident Industrial Palk", prepared by George A.Z. Johnson, dated May 17, 1977 and appearing of record in Plat Cabinet F at Slide 94, aforesaid records.
10. Indenture from BIN – NR5801 LLC and South Carolina Electric & Gas Company recorded in Book 2259, Page 478 on August 26, 2016.

All references to the ROD Office shall mean the Office of the Register of Deeds for Berkeley County, South Carolina.

## AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- (If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

Check Yes \_\_\_\_\_ or No \_\_\_\_\_

- CHAR2\1826829v4

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Manager of Beacen Industrial Holdings LLC, manager of Seller.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Responsible Person Connected with the Transaction

Print or Type Name Here

SWORN to and subscribed before me this

30th day of August, 2016  
 Notary Public for South Carolina North Carolina  
 My Commission Expires: January 31, 2021

Notary (L.S.):

Notary (printed name): Elizabeth C. Reep

#### INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

#### Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceeding;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.