

CYNTHIA B FORTE  
BERKELEY COUNTY  
REGISTER OF DEEDS

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

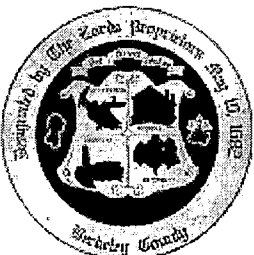
\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\*



Instrument #:	2016029011		
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:	02:56:12 PM	Received From:	JOHNSON SMITH HIBBARD & WILDMAN LAW FIRM
Recorded By:	LYNETTE SHELTON	Parties:	
Book/Page:	RB 2266: 467 - 473		Direct- BIN-NR5801 LLC
Total Pages:	7		Indirect- CENTERPOINT PROPERTIES TRUST

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

Recording Fee: \$12.00  
Exempt  
Tax Charge: \$0.00



RECEIVED

SEP 06, 2016

ASSESSOR

BERKELEY COUNTY SC

JANET B. JUROSKO

AUDITOR BERKELEY COUNTY SC

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

GRANTEE'S ADDRESS FOR REAL ESTATE TAX NOTICE PURPOSES:  
1808 Swift Drive, Oak Brook, Illinois 60523

STATE OF SOUTH CAROLINA )

**QUITCLAIM DEED**

COUNTY OF BERKELEY )

KNOW ALL PERSONS BY THESE PRESENTS, that **BIN – NR5801 LLC**, a North Carolina limited liability company (f/k/a Beacon North Rhett LLC) (hereinafter "Grantor"), for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, has remised, quitclaimed and released and by these presents does remise, quitclaim and release unto **CENTERPOINT PROPERTIES TRUST**, a Maryland real estate investment trust (hereinafter "Grantee"), its successors and assigns, all of Grantor's right, title and interest in and to the following described property, to wit:

All that certain piece, parcel or tract of land, situate, lying and being in Berkeley County more particularly described on **Exhibit A** attached hereto and incorporated (the "Property").

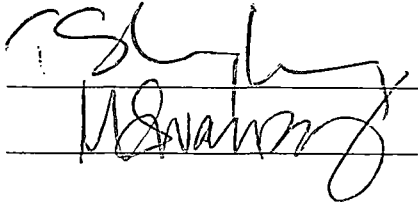
TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said Property belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD, all and singular the Property before mentioned, subject in all events to the easements and conditions hereinabove reserved and set forth, unto the Grantee.

**[SIGNATURES BEGIN ON NEXT PAGE;  
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

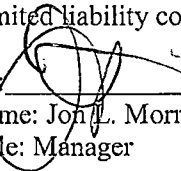
IN WITNESS WHEREOF, the Grantor has affixed its Hand and Seal this 1st day of September, 2016.

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.

  
Notary Public for North Carolina  
My Commission Expires: January 31, 2021

**EXHIBIT "A"**

**LEGAL DESCRIPTION**  
**TMS NO. 266-09-00-015**

LYING AND BEING IN THE CITY OF HANAHAN, COUNTY OF BERKLEY, STATE OF SOUTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON FOUND MARKING THE POINT OF INTERSECTION OF THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF NORTH RHETT AVENUE (90-FOOT RIGHT-OF-WAY) AND THE NORTHERLY BOUNDARY OF THE PROPERTY OWNED BY BENNETT DEVELOPMENT, LLC (NOW OR FORMERLY) (TMS NO. 266-13-00-012); THENCE WITH THE NORTHERLY BOUNDARY OF THE AFORESAID PROPERTY OWNED BY BENNETT DEVELOPMENT, LLC AND THE NORTHERLY BOUNDARY OF THE PROPERTY OWNED BY ATLANTIC PROPERTIES OF CHARLESTON (NOW OR FORMERLY) (TMS NOS. 266-09-00-011, 266-09-00-012 AND 266-09-00-018) THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 57-07-40 WEST 651.56 FEET TO AN IRON FOUND; AND (2) NORTH 57-07-40 WEST 1283.66 FEET TO AN IRON FOUND MARKING THE POINT OF INTERSECTION OF THE NORTHERLY BOUNDARY OF THE AFORESAID PROPERTY OWNED BY ATLANTIC PROPERTIES OF CHARLESTON (TMS NO. 266-09-00-018) AND THE EASTERLY BOUNDARY OF THE PROPERTY OWNED BY C. F. PARK PLACE ASSOCIATES LIMITED PARTNERSHIP (NOW OR FORMERLY) (TMS NO. 265-12-01-002); THENCE WITH THE EASTERLY BOUNDARY OF THE AFORESAID PROPERTY OWNED BY C. F. PARK PLACE ASSOCIATES LIMITED PARTNERSHIP AND AN EASTERLY BOUNDARY OF THE PROPERTY OWNED BY FRANCES A. TAYLOR (NOW OR FORMERLY) (TMS NO. 266-09-00-032) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 34-23-44 EAST 674.80 FEET TO AN IRON FOUND; AND (2) NORTH 34-23-44 EAST 98.19 FEET TO AN IRON FOUND; THENCE WITH THE SOUTHERLY BOUNDARY OF THE AFORESAID PROPERTY OWNED BY FRANCES A. TAYLOR NORTH 82-33-41 EAST 194.92 FEET TO AN IRON FOUND MARKING THE POINT OF INTERSECTION OF THE SOUTHERLY BOUNDARY OF THE AFORESAID PROPERTY OWNED BY FRANCES A. TAYLOR AND THE WESTERLY BOUNDARY OF THE PROPERTY OWNED BY JONATHAN ALAN URAM, TRUSTEES (NOW OR FORMERLY) (TMS 266-09-00-022); THENCE WITH THE SOUTHERLY BOUNDARY OF THE AFORESAID PROPERTY OWNED BY JONATHAN ALAN URAM, TRUSTEES SOUTH 78-51-16 EAST 279.36 FEET TO AN IRON FOUND MARKING THE POINT OF INTERSECTION OF THE SOUTHERLY BOUNDARY OF THE AFORESAID PROPERTY OWNED BY JONATHAN ALAN URAM, TRUSTEES AND THE SOUTHWESTERLY BOUNDARY OF THE PROPERTY OWNED BY JOHN KIRIAKIDES (NOW OR FORMERLY) (TMS 266-09-00-021); THENCE WITH THE SOUTHWESTERLY BOUNDARY OF THE AFORESAID PROPERTY OWNED BY JOHN KIRIAKIDES SOUTH 55-48-40 EAST 230.26 FEET TO AN IRON FOUND MARKING THE POINT OF INTERSECTION OF THE SOUTHEASTERLY BOUNDARY OF THE AFORESAID PROPERTY OWNED BY JOHN KIRIAKIDES AND THE SOUTHWESTERLY BOUNDARY OF THE PROPERTY OWNED BY NORTH RHETT INDUSTRIAL ASSOCIATES (NOW OR FORMERLY) (TMS 266-09-00-020); THENCE WITH THE SOUTHWESTERLY BOUNDARY OF THE AFORESAID PROPERTY OWNED BY NORTH RHETT INDUSTRIAL ASSOCIATES SOUTH 30-46-50 EAST 340.69 FEET TO AN IRON FOUND MARKING THE POINT OF INTERSECTION OF THE SOUTHEASTERLY BOUNDARY OF THE AFORESAID PROPERTY OWNED BY NORTH RHETT INDUSTRIAL ASSOCIATES AND THE WESTERLY BOUNDARY OF THE PROPERTY OWNED BY DALIN, LLC (NOW OR FORMERLY) (TMS NO. 266-09-00-019); THENCE WITH THE SOUTHERLY BOUNDARY OF THE AFORESAID PROPERTY OWNED BY DALIN, LLC SOUTH 57-55-00 EAST 433.57 FEET TO AN IRON FOUND MARKING THE POINT OF INTERSECTION OF SOUTHERLY BOUNDARY OF THE AFORESAID PROPERTY OWNED BY DALIN, LLC AND THE WESTERLY MARGIN OF THE AFORESAID RIGHT-OF-WAY OF NORTH RHETT AVENUE; THENCE WITH THE WESTERLY MARGIN OF THE AFORESAID RIGHT-OF-WAY OF NORTH RHETT AVENUE SOUTH 00-37-00 WEST 1007.13 FEET TO THE POINT OR PLACE OF BEGINNING, AND CONTAINING 1,487,056 SQUARE FEET OR 34.138 ACRES, MORE OR LESS.

**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.

STATE OF SOUTH CAROLINA ) Page 1 of 2

COUNTY OF BERKELEY ) **AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS**

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

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred, being located at Tax Map Nos. 266-09-00-015, in Berkeley County was transferred by BIN – NR5801 LLC to Centerpoint Properties Trust, a Maryland real estate investment trust on September 1st, 2016.

3. Check one of the following: The deed is

(a) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) X exempt from the deed recording fee because (See Information section of affidavit):  
Exemption #12

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

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?  
Check Yes or No \_\_\_\_\_

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

(a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of:

(b) The fee is computed on the fair market value of the realty which is.

(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is .

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here:

(b) Place the amount listed in item 5 above here:

(If no amount is listed, place zero here.)

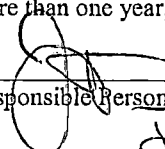
(c) Subtract Line 6(b) from Line 6(a) and place result here:

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is:

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 Beacon Industrial Holdings LLC, Manager of Seller.

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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

Don L. Morris  
Print or Type Name Here

SWORN to before me this 30th day of August, 2016

Elizabeth C. Reap  
Notary Public for South Carolina

My Commission Expires: North Carolina  
January 31, 2021



#### **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. 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 in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided 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 such stock or interest held by the grantor. However, 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; and,
- (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 proceedings.
- (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.