

**CYNTHIA B FORTE**  
**BERKELEY COUNTY**  
**REGISTER OF DEEDS**

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

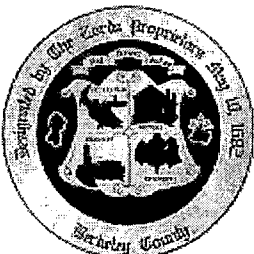
**\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\***



Instrument #:	2017003913		
Receipt Number:	47387	Return To:	MOORE & VANALLEN
Recorded As:	DEED		P O BOX 22828
Recorded On:	February 03, 2017		CHARLESTON, SC, 29413-2828
Recorded At:	09:17:55 AM	Received From:	MOORE & VANALLEN
Recorded By:	LYNETTE SHELTON	Parties:	
Book/Page:	RB 2384: 770 - 777		Direct- SRE TKC CHARLESTON LAND LLC
Total Pages:	8		Indirect- SRE TKC CHARLESTON I LLC

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

Recording Fee: \$13.00  
Exempt  
Tax Charge: \$0.00



RECEIVED

FEB 03, 2017

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 executed this Limited Warranty Deed as of the date first above written.

Signed, Sealed and Delivered  
in the Presence of:

Layne Strata  
Witness #1

Brian Kiefer  
Witness #2

**GRANTOR:**

SRE TKC CHARLESTON LAND, LLC, a  
Delaware limited liability company

By: TKC CCXIX, LLC, a North Carolina  
limited liability company, as Venture Manager

By: [Signature]

Name: Kenneth R. Beuley

Title: Authorized Member

STATE OF NORTH CAROLINA )  
COUNTY OF Mecklenburg )

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certifies that Kenneth R. Beuley, Authorized Member of TKC CCXIX, LLC, a North Carolina limited liability company, on behalf of said limited liability company as its venture manager of SRE TKC CHARLESTON LAND, LLC, on behalf of said limited liability company and that he as such Authorized Member being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Authorized Member, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of this instrument, he/she executed the same voluntarily on the day the same bears date.

Witness my hand and seal this 14 day of December, 2016.



Lisa B Cruz  
Notary Public for North Carolina  
Print Name: Lisa B Cruz  
My commission expires: 7-8-17  
(NOTARY SEAL)

**EXHIBIT "A"**

**Legal Description**

ALL that certain piece, parcel or tract of land, situate, lying and being in the County of Berkeley, State of South Carolina, shown and designated as Tract "4A," containing 40.10 acres, more or less, on a plat entitled "FINAL SUBDIVISION PLAT OF CHARLESTON TRADE CENTER TRACTS 1 THROUGH 5 & TRADE CENTER PARKWAY NEAR JEDBURG BERKELEY COUNTY, SOUTH CAROLINA," prepared by Thomas & Hutton Engineering Co., dated August 15, 2016 and recorded January 27, 2017 in Plat Cabinet S, at Pages 5(q), 6(q), 7(q), 8(q), 9(q) and 10(q) in the Office of the Register of Deeds for Berkeley County, South Carolina. Reference is hereby made to said plat for a more complete and detailed description of the metes and bounds thereof.

Being a portion of the same property conveyed to SRE TKC CHARLESTON LAND, LLC by Deed from (i) HLIT IV SC-1, L.P., a Delaware limited partnership, dated January 27, 2016 and recorded January 28, 2016 in Book 2100 at Page 165 in the ROD Office for Berkeley County and (ii) HLIT IV SC-2, L.P., a Delaware limited partnership, dated January 27, 2016 and recorded January 28, 2016 in Book 2100 at Page 177 in the ROD Office for Berkeley County.

Being a portion of TMS Numbers 220-00-02-059 and 220-00-02-018.

Grantee's Address:       c/o The Keith Corporation  
                              5935 Carnegie Boulevard, Suite 200  
                              Charlotte, North Carolina 28209

NOTICE: This Property is subject to Declaration of Restrictive Covenants (Wetlands), dated as of December 10, 2007, and recorded December 27, 2007 in Book 7069 at page 125 in the ROD Office for Berkeley County.

NOTICE: Pursuant to that certain Partial Assignment and Assumption of Development Agreement of even date herewith by and between Grantor and Grantee, Grantor has assigned to Grantee 310,000 square feet of industrial "Development Rights" (as defined in that certain Charleston Trade Center Development Agreement by and between HLIT IV SC-1 L.P., HLIT IV SC-2, L.P., and Berkeley County, South Carolina, dated January 27, 2016, and recorded January 28, 2016 in Book 2100 at Page 042 in the Office of the Register of Deeds for Berkeley County, as assigned by HLIT IV SC-1 L.P. and HLIT IV SC-2, L.P. to SRE TKC Charleston Land, LLC pursuant to that certain Assignment of Development Agreement by and between HLIT IV SC-1, L.P. and HLIT IV SC-2, L.P. and SRE TKC Charleston Land, LLC, dated January 27, 2016 and recorded January 28, 2016 in Book 2100 at Page 207 in the Office of the Register of Deeds for Berkeley County) and all vested entitlements thereunder.

**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. Any taxes assessed under the rollback provisions of § 12-43-220 (D-4) South Carolina Code of Laws 1976, as amended.
3. Charleston Trade Center Development Agreement dated January 27, 2016 and recorded January 28, 2016 in Book 2100 at Page 042 in the Office of the Register of Deeds for Berkeley County.
4. Assignment of Development Agreement recorded January 28, 2016 in Book 2100 at Page 207 in the Office of the Register of Deeds for Berkeley County.
5. Declaration of Restrictive Covenants (Wetlands) dated December 10, 2007, and recorded December 27, 2007, in Book 7069, Page 125, in the Office of the Register of Deeds for Berkeley County.
6. All rights of federal, state or local governments, or of any third party, with respect to any stream, creek, ditch, canal, river, lake, or other waterway which is adjacent to or which crosses the Property or any portion or portions thereof, including regulatory rights of any governmental entity of those portions of the Property which may be defined as "wetlands."
7. Wetland Buffer Plat prepared by Southeastern Surveying of Charleston, Inc., dated September 25, 2007, reflects the following: Preserved Wetland Buffer, 45,637 SF, 1.048 AC; Preserved Wetland 429,614 SF, 9.863 AC.
8. The following matters as shown on the Plat entitled "FINAL SUBDIVISION PLAT OF CHARLESTON TRADE CENTER TRACTS 1 THROUGH 5 & TRADE CENTER PARKWAY NEAR JEDBURG BERKELEY COUNTY, SOUTH CAROLINA," prepared by Thomas & Hutton Engineering Co., dated August 15, 2016 and recorded in Plat Cabinet S, at Pages 5(q) -10(q), in the ROD Office for Berkeley County, South Carolina: Preserved Freshwater Wetland, Preserved Wetland Buffer, New Berkeley County Variable Width Drainage Easements, Stormwater Basins, 30' Open Drainage Setbacks, New 20' Drainage Easement, , 25' Type "B" Buffer and New 75' Ingress/Egress and General Utility Easement.
9. Waiver by Berkeley County of 30 day notice requirement regarding Charleston Trade Center Development Agreement recorded January 28, 2016 in Book 2100 at Page 128 in the Office of the Register of Deeds for Berkeley County.
10. Assignment and Assumption of Fee Agreement recorded January 28, 2016 in Book 2100 at Page 214 in the Office of the Register of Deeds for Berkeley County.
11. Berkeley County Stormwater Management Program - Covenants for Permanent Maintenance of Stormwater recorded March 28, 2016 in Book 2137 at Page 561 in the Register of Deeds for Berkeley County.

12. Berkeley County Stormwater Management Program - Covenants for Permanent Maintenance of Stormwater recorded June 15, 2016 in Book 2200 at Page 229 in the Register of Deeds for Berkeley County.

STATE OF SOUTH CAROLINA       )  
  )  
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 is located in Berkeley County, South Carolina and is a portion of Berkeley County Tax Map Numbers 220-00-02-059, 220-00-02-018 and 220-00-02-091 and was transferred by SRE TKC Charleston Land, LLC, a Delaware limited liability company to SRE TKC Charleston I, LLC, a Delaware limited liability company on February 2, 2017.
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) \_\_\_\_\_ exempt from the deed recording fee because (See Information section of affidavit):  
**X   Exemption #8:**  
Exchange for a membership interest, no consideration paid.  
(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. (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.) 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: **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

*Kenneth R. Bentley*

Print or Type Name Here



SWORN to and subscribed before me this

16 day of December, 2016

Notary Public for State of North Carolina, Mecklenburg County

My Commission Expires 7-8-17

Notary (L.S.):

*Lisa B. Cruz*  
Notary (printed name): Lisa B Cruz

#### 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.