

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 #:	2018004100		
Receipt Number:	83067	Return To:	LOTT & SEARCY LLP
Recorded As:	DEED		3022 MILLWOOD AVENUE
Recorded On:	February 06, 2018		COLUMBIA, SC, 29205
Recorded At:	03:03:06 PM	Received From:	LOTT & SEARCY LLP
Recorded By:	KERRIE SPECHT	Parties:	
Book/Page:	RB 2671: 259 - 266		Direct- MONCKS CORNER E AND H ROSS LLC
Total Pages:	8		Indirect- CCP FOX INDUSTRIAL LLC

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee:	\$13.00
Consideration:	\$9,000,000.00
County Tax:	\$9,900.00
State Tax:	\$23,400.00
Tax Charge:	\$33,300.00



RECEIVED

February 06, 2018

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

Cynthia B. Forte
Cynthia B Forte - Register of Deeds

4

This being the same property conveyed to MONCKS CORNER (E. AND H. ROSS), LLC, a Delaware limited liability company by deed from Foxbank Freddy, LLC, a South Carolina limited liability company and Bottarga, LLC, a South Carolina limited liability company dated January 7, 2016 and recorded January 8, 2016 in Book 2089 at page 637 in the ROD Office for Berkeley County.

TMS# 197-00-01-006

**Grantee's Address: 780 Lynnhaven Parkway
Virginia Beach, VA 23462**

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises, subject to the Permitted Exceptions before mentioned, unto the said **CCP FOX INDUSTRIAL, LLC, a Delaware limited liability company**, its successors and assigns forever.

AND, subject to the Permitted Exceptions, **MONCKS CORNER (E. AND H. ROSS), LLC, a Delaware limited liability company**, does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said **CCP FOX INDUSTRIAL, LLC, a Delaware limited liability company**, its successors and assigns, against itself and its successors and assigns lawfully claiming or to claim the same, or any part thereof, by, through or under **MONCKS CORNER (E. AND H. ROSS), LLC, a Delaware limited liability company**, but not otherwise.

***REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
SIGNATURES ON THE FOLLOWING PAGES***

IN WITNESS WHEREOF, **MONCK'S CORNER (E. AND H. ROSS), LLC**, a Delaware limited liability company, has caused these presents to be executed and sealed this 25th day of January, in the year of our Lord two thousand and eighteen and in the two hundred and forty-second year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witnesses:

MONCK'S CORNER (E. AND H. ROSS), LLC,
a Delaware limited liability company

By: **E. & H. Ross/Charleston Industrial, LLC**,
an Illinois limited liability company
Its: Sole Member

Michelle Bury
Witness #1

By: Andrew V. Agostini (L.S.)
Its: Sole Manager

Dana H. Hays
Witness #2

STATE OF ILLINOIS)

COUNTY OF COOK)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of Illinois, do hereby certify that Andrew V. Agostini, Sole Manager of E. & H. Ross/Charleston Industrial, LLC, an Illinois limited liability company, Sole Member of **MONCK'S CORNER (E. AND H. ROSS), LLC**, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 25th day of January, 2018.

Catherine S. O'Connor (SEAL)
Notary Public, State of Illinois
Notary Name Printed Catherine S. O'Connor
My Commission Expires: 10/24/2019

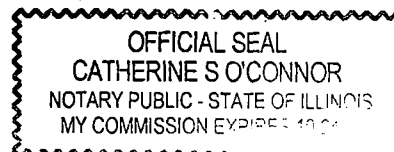


EXHIBIT "A"**(Permitted Exceptions)**

1. Taxes and assessments for the year 2018, and subsequent years, which are a lien but are not yet due and payable.
2. Title to that portion of the premises lying within the bounds of any roads or highways.
3. Easements as described in Deed to Minnie R. Collins dated October 8, 1940, recorded in Book A66, at Page 280 in the Register of Deeds Office for Berkeley County.
4. Right of South Carolina Public Service Authority to flood the river bordering the insured premises as reserved in Deed dated September 7, 1943, and recorded in Book C38, at Page 262, in the Register of Deeds Office for Berkeley County.
5. Plat of survey made by Sigma Engineers, Inc., Surveyor, dated August 10, 1978, recorded in Plat Book W, at Page 360, in the Register of Deeds Office for Berkeley County, discloses the following:
 - a. 12' Berkeley Electric Co-Op, Inc. Easement
6. Easement to Southern Bell Telephone and Telegraph Company dated March 1, 1940, and recorded April 29, 1940, in Book C31, at Page 229, in the Register of Deeds Office for Berkeley County.
7. Easement to Southern Bell Telephone and Telegraph Company dated April 10, 1940, and recorded in Book C31, at Page 226, in the Register of Deeds Office for Berkeley County.
8. General Permit in favor of Southern Bell Telephone and Telegraph Company recorded in Book C31, at Page 228, in the Register of Deeds Office for Berkeley County.
9. Right-of-Way Easement to Berkeley Electric Cooperative dated January 5, 1976, and recorded January 14, 1976, in Book C113, at Page 162, in the Register of Deeds Office for Berkeley County.
10. Right-of-Way Easement to Berkeley Electric Cooperative dated January 12, 1979, and recorded January 23, 1979, in Book C127, at Page 135, in the Register of Deeds Office for Berkeley County.
11. Easement(s) to South Carolina Public Service Authority dated September 6, 1994, and recorded in Book 567, at Page 148, in the Register of Deeds Office for Berkeley County.
12. Plat of survey made by Sigma Engineers, Inc. recorded December 12, 1984, in Plat Cabinet E at Page 393, in the Register of Deeds Office for Berkeley County, discloses the following:

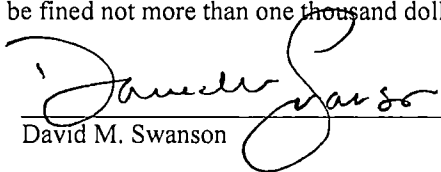
- a. Above Ground Power Lines;
 - b. Railroad;
 - c. Berkeley Electric Co-Op, Inc. Easement;
 - d. Underground Cable;
 - e. Power Poles.
13. Plat of survey made by Stephens Engineering, Inc., Surveyor, recorded October 11, 2000, in Plat Cabinet O, at Page 302A in the Register of Deeds Office for Berkeley County, discloses the following:
 - a. Berkeley Electric Co-Op- 10' Easement;
 - b. Railroad.
14. Right of the railroad company servicing the railroad siding and/or spur track located on the insured premises in and to the ties, rails, and other properties constituting said railroad siding or in and to the use thereof.
15. No insurance is afforded as to the exact amount of acreage contained in the property described herein.
16. Terms and conditions of unrecorded lease agreement by and between Foxbank Commercial Park, LLC, a South Carolina limited liability company ("Landlord") and Pods Enterprises, LLC, a Florida limited liability company ("Tenant"), dated April 20, 2015, as amended and/or assigned.
17. Terms and conditions of unrecorded lease agreement by and between Moncks Corner (E. and H. Ross), LLC, a Delaware limited liability company ("Landlord") and Sea Fox Boat Company, Inc., a South Carolina corporation ("Tenant"), dated as of January 1, 2016, as amended and/or assigned.

COUNTY OF BERKELEY

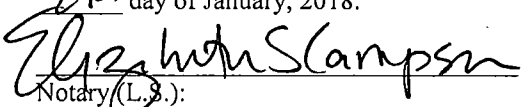
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as legal representative.

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.


David M. Swanson

SWORN to and subscribed before me this
29th day of January, 2018.


Notary (L.S.):

Notary Public for South Carolina

My Commission Expires:

Notary (printed name):

Elizabeth S. Campsen

11/12/19

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 constitutes 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.