

**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 #:	2018043879	Return To:	HAYNESWORTH SINKLER BOYD PA
Receipt Number:	113850		134 MEETING STREET
Recorded As:	DEED		CHARLESTON, SC, 29401
Recorded On:	December 21, 2018	Received From:	HAYNESWORTH SINKLER BOYD PA
Recorded At:	03:02:59 PM	Parties:	
Recorded By:	SAMANTHA EVANS		Direct- SRE TKC CHARLESTON I LLC
Book/Page:	RB 2917: 616 - 624		Indirect- 544 TRADE CENTER LLC
Total Pages:	9		

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

Recording Fee:	\$14.00
Consideration:	\$25,100,000.00
County Tax:	\$27,610.00
State Tax:	\$65,260.00
Tax Charge:	\$92,870.00



RECEIVED

December 21, 2018

ASSESSOR

BERKELEY COUNTY SC

JANET B. JUOSKO

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:

GRANTOR:

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

Lisa B Boccio
Witness #1 Lisa Boccio

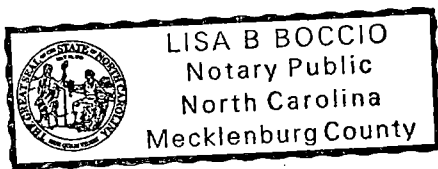
By: [Signature]
Name: Kenneth R. Beuley
Title: Manager

Jen Deming
Witness #2 Jen Deming

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

I, the undersigned authority, Lisa B Boccio, a Notary Public, in and for said County, in said State, hereby certifies that Kenneth R. Beuley, Manager of SRE TKC CHARLESTON I, LLC, a Delaware limited liability company, on behalf of said limited liability company and that he as such Manager 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 Manager, 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, 2018.



Lisa B Boccio
Notary Public for North Carolina
Print Name: Lisa B Boccio
My commission expires: 7-8-2022
(NOTARY SEAL)

(Signature page to Limited Warranty Deed – SRE TKC Charleston I, LLC to 544 Trade Center, LLC)

EXHIBIT "A"Legal Description

TMS #220-00-02-136

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, on a plat entitled "PLAT OF THE ADJUSTMENT OF PROPERTY LINES BETWEEN TRACT 4A (40.10 Ac.) & TRACT 4B (40.37 Ac.) TO CREATE TRACT 4A (45.21 Ac.) & TRACT 4B (35.26 Ac.) CHARLESTON TRADE CENTER NEAR JEDBURG BERKELEY COUNTY, SOUTH CAROLINA", prepared by Thomas & Hutton Engineering Co., dated September 27, 2018 and recorded October 17, 2018 in Plat CABT, at Page 31a in the ROD Office 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.

Derivation: Limited Warranty Deed by SRE TKC CHARLESTON LAND, LLC dated February 2, 2018 and recorded February 3, 2017 in Book 2384 at Page 770 in the Office of the Register of Deeds for Berkeley County, South Carolina and by Limited Warranty Deed by SRE TKC CHARLESTON LAND, LLC dated December 18, 2018 and recorded December 21, 2018 in Book 2917 at Page 600 in the Office of the Register of Deeds for Berkeley County, South Carolina.

Grantee's Address: c/o RPM Warehouse, Inc.
 2900 Woodbridge Avenue
 Edison, New Jersey 08837
 Attn: Ray Masucci

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 402,340 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, as further assigned, in part, by SRE TKC Charleston Land, LLC to SRE TKC Charleston I, LLC pursuant to that certain Partial Assignment and Assumption of Development Agreement by and between SRE TKC Charleston Land, LLC and SRE TKC Charleston I, LLC, dated February 2, 2017 and recorded February 3, 2017 in Book 2383 at Page 778 in the Office of the Register of Deeds for Berkeley County, as further assigned in part by that certain Partial Assignment and Assumption of Development Agreement dated as of July 31, 2017, by and between SRE TKC Charleston Land, LLC, as assignor, and SRE TKC Charleston II, LLC, a Delaware limited liability company, as assignee, and recorded on August 2, 2017 in Book 2528 at Page 382 in the Office of the Register of Deeds for Berkeley County, and as further assigned in part by that certain Partial Assignment and Assumption of Development Agreement dated as of December 18, 2018, by and between SRE TKC Charleston Land, LLC, as assignor, and SRE TKC Charleston I, LLC, a Delaware limited liability company, as assignee, and recorded on December 21, 2018 in Book 2917 at Page 601 in the Office of the Register of Deeds for Berkeley County) and all vested entitlements thereunder.

EXHIBIT "B"List of Permitted Encumbrances

Taxes and assessments for the year 2018, and subsequent years, which are a lien but are not yet due and payable.

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.

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.

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.

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.

Declaration of Restrictive Covenants (Wetlands) dated December 10, 2007, and recorded December 27, 2007 in Book 7069 at Page 125 and 139 in the Register of Deeds for Berkeley County.

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'.

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.

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 January 27, 2017 in Plat Cabinet S, at Pages 5(q), 6(q), 7(q), 8(q), 9(q) and 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, 15' Setbacks, New 20' Drainage Easement, 25' Type "B" Buffer and New 75' Ingress/Egress and General Utility Easement.

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.

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.

Bill of Sale from SRE TKC Charleston Land, LLC to Berkeley County Water and Sanitation dated March 7, 2017 and recorded March 14, 2017 in Book 2413 at Page 640 in the ROD Office for Berkeley County.

Title to Sewer System from SRE TKC Charleston Land, LLC to Berkeley County Water and Sanitation dated March 7, 2017 and recorded March 14, 2017 in Book 2413 at Page 648 in the ROD Office for Berkeley County.

Title to Water System from SRE TKC Charleston Land, LLC to Berkeley County Water and Sanitation dated March 7, 2017 and recorded March 14, 2017 in Book 2413 at Page 655 in the ROD Office for Berkeley County.

Grant of Perpetual Easement between Berkeley County Water and Sanitation and SRE TKC Charleston Land, LLC dated March 7, 2017 and recorded March 14, 2017 in Book 2413 at Page 662 in the ROD Office for Berkeley County.

Grant of Perpetual Easement between Berkeley County Water and Sanitation and SRE TKC Charleston Land, LLC dated March 7, 2017 and recorded March 14, 2017 in Book 2413 at Page 667 in the ROD Office for Berkeley County.

Grant of Perpetual Easement between Berkeley County Water and Sanitation and SRE TKC Charleston Land, LLC dated March 7, 2017 and recorded March 14, 2017 in Book 2413 at Page 673 in the ROD Office for Berkeley County.

Right of Way Easement from SRE TKC Charleston Land, LLC to Berkeley Electric Cooperative, Inc. dated November 9, 2016, and recorded October 13, 2017, in Book 2586, page 587, Berkeley County ROD.

Charleston Trade Center Declaration of Covenants, Conditions, Restrictions and Easements dated June 25, 2018, and recorded June 29, 2018, in Book 2782, page 293, Berkeley County ROD.

PLAT OF THE ADJUSTMENT OF PROPERTY LINES BETWEEN TRACT 4A (40.10 Ac.) & TRACT 4B (40.37 Ac.) TO CREATE TRACT 4A (45.21 Ac.) & TRACT 4B (35.26 Ac.) CHARLESTON TRADE CENTER NEAR JEDBURG BERKELEY COUNTY, SOUTH CAROLINA", prepared by Thomas & Hutton Engineering Co., dated September 27, 2018 and recorded October 17, 2018 in Plat CABT, at Page 31a in the ROD Office for Berkeley County, South Carolina

NOTICE: This Property is subject to Declaration of Restrictive Covenants recorded in Book 7069 at Page 125 and 139 in the Register of Deeds for Berkeley County, and recorded on the date of December 27, 2007.

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 Berkeley County Tax Map Number 220-00-02-136, a portion of which was formerly a portion of Berkeley County Tax Map Number 220-00-02-137, and was transferred by SRE TKC Charleston I, LLC, a Delaware limited liability company to 544 TRADE CENTER, LLC, a South Carolina limited liability company on December __, 2018.
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):
 _____ Exemption #__:

 (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 **\$25,100,000.00**
 - (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:	25,100,000.00
(b) Place the amount listed in item 5 above here: (if no amount is listed, place zero here.)	0
(c) Subtract Line 6(b) from Line 6(a) and place result here:	25,100,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: **\$92,870.00**

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

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

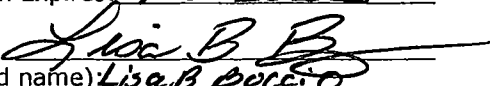
By: 
Name: Kenneth R. Beuley
Title: Manager

SWORN to and subscribed before me this

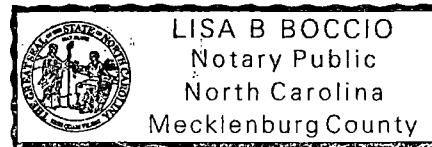
14 day of Dec., 2018

Notary Public for North Carolina

My Commission Expires: 7-8-2022

Notary (L.S.): 

Notary (printed name) Lisa B Boccio



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.