

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 ***

*** ELECTRONICALLY RECORDED DOCUMENT ***

Instrument #:	2019002795	
Receipt Number:	116570	Return To:
Recorded As:	EREC-DEED	
Recorded On:	January 28, 2019	
Recorded At:	10:57:41 AM	Received From: CSC
Recorded By:	BEVERLY BLAKE	Parties:
Book/Page:	RB 2938: 264 - 271	Direct- SRE TKC CHARLESTON LAND LLC
Total Pages:	8	Indirect- SRE TKC CHARLESTON IV LLC

*** EXAMINED AND CHARGED AS FOLLOWS ***

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



RECEIVED

January 28, 2019

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:

Lisa B Boccio
Witness #1 Lisa B Boccio

Jennifer Deming
Witness #2 Jennifer Deming

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: Kenneth R. Beuley

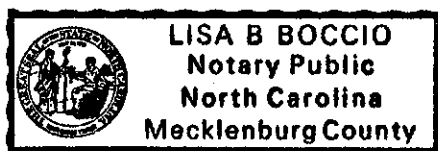
Name: Kenneth R. Beuley

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 22 day of January, 2019.



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

EXHIBIT "A"**Legal Description**

ALL that certain lot or parcel of land, situate, lying and being in Berkeley County, South Carolina, and shown as Tract 5A on that certain Plat entitled "Corrective Plat of the Subdivision of Tract 5 Charleston Trade Center Containing 36.91 Ac. To Create Tract 5A (12.89 Ac.) and Tract 5B (24.02 Ac.)", which Plat is recorded in Plat CABT, Page 20a, in the Office of the Register of Deeds for Berkeley County, to which reference is hereby craved for a more complete description.

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.

TMS Number 220-00-02-142.

Grantee's Address: c/o The Keith Corporation
4500 Cameron Valley Parkway, Suite 400
Charlotte, North Carolina 28211

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 136,500 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., a Delaware limited partnership ("HLIT IV SC-1"), HLIT IV SC-2, L.P., a Delaware limited partnership ("HLIT IV SC-2") and Berkeley County, South Carolina, dated January 27, 2016, and recorded January 28, 2016 in Book 2100 at Page 042, as amended by that certain Letter regarding Minor Modification #1 to Charleston Trade Center Planned Development Office Park/Industrial Park, dated June 1, 2016, from Alison R. Simmons, AICP, as assigned by HLIT IV SC-1 and HLIT IV SC-2 to SRE TKC Charleston Land, LLC, a Delaware limited liability company (the "Developer") by that certain Assignment of Development Agreement by and among HLIT IV SC-1, HLIT IV SC-2, and the Developer, dated as of January 27, 2016, recorded on January 28, 2016 in Volume 2100 at Page 207, as further assigned in part by that certain Partial Assignment and Assumption of Development Agreement dated as of February 2, 2017, by and between Developer, as assignor, and SRE TKC Charleston I, LLC, a Delaware limited liability company ("Charleston I"), as assignee, and recorded on February 3, 2017 in Book 2383 at Page 778, in the Registry, as further assigned in part by that certain Partial Assignment and Assumption of Development Agreement dated as of July 31, 2017, by and between Developer, 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 Registry, as further assigned in part by that certain Partial Assignment and Assumption of Development Agreement dated as of December 11, 2018, by and between Developer, as assignor, and ET III Charleston CW, LLC, a Delaware limited liability company,

as assignee, as further assigned by that certain Partial Assignment and Assumption of Development Agreement dated as of December 18, 2018, by and between Developer, as assignor, and Charleston I, as assignee, and recorded on December 21, 2018 in Book 2917 at Page 609 in the Registry, as further assigned by that certain Partial Assignment and Assumption of Development Agreement dated as of December 18, 2018, by and between Charleston I, as assignor, and 544 Trade Center, LLC, a South Carolina limited liability company, as assignee, and recorded on December 21, 2018 in Book 2917 at Page 625, and as further assigned in part by that certain Partial Assignment and Assumption of Development Agreement to be dated as of the date of the conveyance described below in the Registry, by and between Developer, as assignor, and SRE TKC Charleston IV, LLC, a Delaware limited liability company, as assignee (as assigned and amended, the "Development Agreement").

EXHIBIT "B"**Permitted Exceptions**

1. Taxes and assessments for the year 2019, and subsequent years, a lien not yet due and payable, plus any assessments.
2. Contractor's Notice of Project Commencement by Contractor, Choate Construction Company, recorded in Book 2138, Page 237, Berkeley County records.
3. Charleston Trade Center Development Agreement recorded in Book 2100, Page 42, Berkeley County records; and affected by Waiver recorded in Book 2100, Page 128 and Assignment of Development Agreement recorded in Book 2100, Page 207, Berkeley County records.
4. Assignment and Assumption of Fee Agreement recorded in Book 2100, Page 214, Berkeley County records.
5. Berkeley County Stormwater Management Program Covenants for Permanent Maintenance of Stormwater Systems, recorded in Book 2137, Page 561 and Book 2200, Page 229, Berkeley County records.
6. Charleston Trade Center Declaration of Covenants, Conditions, Restrictions and Easements recorded in Book 2782, Page 293, Berkeley County records.
7. Fifty (50') foot temporary non-exclusive ingress and egress easement as described in that certain Deed from HLIT IV SC-1, LP to Berkeley Electric Cooperative Inc., recorded in Book 8591, Page 150, Berkeley County records.
8. Bill of Sale to Berkeley County Water and Sanitation recorded in Book 2098, Page 277; and Book 2413, Page 640, Berkeley County records.
9. Right of Way Easement to Berkeley County Electric Cooperative recorded in Book 2586, Page 587, Berkeley County records.
10. Reciprocal Easement Agreement recorded in Book 2895, Page 60.
11. The ALTA/NSPS survey prepared by F. Elliott Quinn III, PLS 10292, of Thomas & Hutton Engineering Co., dated January 9, 2019, last revised January 25, 2019, under Job No. 24937.0001 (or entitled "Tract 5A Charleston Trade Center") discloses the following:
 - a) 30' setback, 30' open drainage setback, 15' setbacks
 - b) 25' buffer
 - c) 15' detention basin easement
 - d) light poles
 - e) Possible easements for underground sewer, water and utility facilities not shown
12. Covenants for Permanent Maintenance of Stormwater Systems recorded in Book 2916, Page 796, Berkeley County records.

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 220-00-02-142 and was transferred by SRE TKC Charleston Land, LLC, a Delaware limited liability company to SRE TKC Charleston IV, LLC, a Delaware limited liability company on January 25, 2019.
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 X 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.

Kenneth R. Bualo
Responsible Person Connected with the Transaction

Kenneth R. Bualo
Print or Type Name Here

SWORN to and subscribed before me this

22 day of January, 2019
Notary Public for State of North Carolina
My Commission Expires: 7-8-22

Notary (L.S.): Lisa B. Boccio

Notary (printed name): Lisa B. Boccio



LISA B BOCCIO
Notary Public
North Carolina
Mecklenburg County

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.