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 #: 2021030866

Receipt Number: 219312 Return To:

Recorded As: EREC-DEED

Recorded On: June 30, 2021

Recorded At: 03:44:37 PM Received From: SIMPLIFILE

Recorded By: SAMANTHA EVANS Parties:

Book/Page: RB 3872: 176 - 186 Direct- SRE TKC CHARLESTON IV LLC

Total Pages: 11 Indirect- LBA OR CORE-COMPANY X LLC

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$15.00

Consideration: \$18,950,000.00

County Tax: \$20,845.00

State Tax: \$49,270.00

Tax Charge: \$70,115.00

RECEIVED

JUN 30, 2021

ASSESSOR

BERKELEY COUNTY SC

JANET B. JUROSKO

AUDITOR BERKELEY COUNTY SC

Cynthia B. Forte

Synthia B Forte - Register of Deeds

Prepared by Moore and Van Allen PLLC (RIS) 100 North Tryon Street, Suite 4700 Charlotte, North Carolina 28202

After recording return to: Graybill Lansche & Vinzani, LLC 2721 Devine St. Columbia, SC 29201

Grantee's Address: c/o LBA Realty LLC 3347 Michelson Drive, Suite 200 Irvine, California 92612

STATE OF SOUTH CAROLINA)	
)	LIMITED WARRANTY DEED
COUNTY OF BERKELEY)	

KNOW ALL MEN BY THESE PRESENTS THAT **SRE TKC CHARLESTON IV, LLC**, a Delaware limited liability company (the "Grantor"), in the State aforesaid, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, subject to the limitations, covenants, easements, conditions and restrictions set forth in Exhibit B attached hereto and incorporated herein by reference (collectively, the "Permitted Exceptions"), unto **LBA OR CORE-COMPANY X, LLC**, a Delaware limited liability company ("Grantee"), its successors and assigns forever, the following described real property located in Berkeley County, South Carolina, to wit:

See Exhibit A attached hereto and incorporated herein by reference for legal description of the property (the "Property") being conveyed.

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

TO HAVE AND TO HOLD, subject to the Permitted Exceptions, all and singular, the Property before mentioned, unto the said Grantee and Grantee's successors and assigns, forever.

AND GRANTOR, subject to the Permitted Exceptions, does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the Property unto the Grantee, its successors and assigns, against itself and its successors and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof, by or through the Grantor, but not otherwise.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor in its name by its duly authorized officer, as	has caused this Limited Warranty Deed to be signed s of this day of, 2021.		
	<u>GRANTOR</u> :		
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	SRE TKC CHARLESTON IV, LLC, a Delaware limited liability company		
Witness #1 (Notary)	By: Name: Kenneth R. Beuley Title: Authorized Manager		
Witness #2			
STATE OF NORTH CAROLINA) COUNTY OF MECKLENBURG)	ACKNOWLEDGMENT		
I, LONGEV Dem, a Notary Public in and for the County and State aforesaid, certify that Kenneth R. Beuley, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that he is the Authorized Manager of SRE TKC CHARLESTON IV, LLC, a Delaware limited liability company, and being duly authorized to do so, voluntarily executed the foregoing instrument for the purposes stated therein.			
Witness my official seal, this	day of		
	Notary Public for Mecklenburg County, NC Printed Name of Notary: JChniter D Derning My Commission Expires: 01-10-2022		
[AFFIX NOTARY SEAL BELOW]			
Notary Publiment Mecklenbur County My Comm. E 09-10-2023	, and the state of		

Signature Page to Limited Warranty Deed

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.

Derivation: This being the same property conveyed to Grantor by Limited Warranty Deed SRE TKC Charleston Land, LLC dated January 25, 2019 and effective as of November 30, 2018, and recorded January 28, 2019 in Book 2938 at Page 264 in the Office of the Register of Deeds for Berkeley County, South Carolina.

TMS Number 220-00-02-142

Grantee's Address: c/o The Keith Corporation

4500 Cameron Valley Parkway, Suite 400

Charlotte, North Carolina 28211

EXHIBIT B

PERMITTED EXCEPTIONS

- 1. Taxes for the year 2021 and subsequent years, not yet due and payable.
- 2. All matters shown on that certain ALTA/NSPS Land Title Survey, dated May 31, 2021, prepared by Joseph C. Whisenant, South Carolina Registered Professional Surveyor No. 25439, of Trinity Land Surveying, LLC, bearing NV5 Project No. 202102556 (the "Survey").
- 3. Right of Way Easement to Berkeley County Electric Cooperative recorded October 13, 2017 in Record Book 2586, Page 587, Berkeley County Register of Deeds, as shown on the Survey.
- 4. Covenants for Permanent Maintenance of Stormwater Systems by SRE TKC Charleston IV, LLC, recorded December 21, 2018 in Record Book 2916, Page 796, Berkeley County Register of Deeds.
- 5. Covenants for Permanent Maintenance of Stormwater Systems by SRE TKC Charleston IV, LLC, recorded March 282016 in Record Book 2137, Page 561, Berkeley County Register of Deeds.
- 6. Covenants for Permanent Maintenance of Stormwater Systems by SRE TKC Charleston IV, LLC, recorded June 15, 2016 in Record Book 2200, Page 229, Berkeley County Register of Deeds.
- 7. Covenants and conditions contained in that certain Third Amended and Restatement Fee In Lieu of Tax and Incentive Agreement by and between Berkeley County, South Carolina and HLIT IV SC-1, L.P. and HLIT IV SC-2, L.P., as evidenced by Assignment and Assumption of Fee Agreement recorded January 28, 2016 in Record Book 2100, Page 214, Berkeley County Register of Deeds.
- 8. Easements, restrictions, assessments, maintenance obligations, terms and conditions created in that certain Charleston Trade Center Declaration of Covenants, Conditions, Restrictions and Easements recorded June 29, 2018 in Record Book 2782, Page 293, as affected by First Amendment to Charleston Trade Center Declaration of Covenants, Conditions, Restrictions and Easements and Partial Assignment of Declarant Rights by SRE TKC Charleston Land, LLC, dated June 9, 2021 and recorded June 21, 2021 in Record Book 3856, Page 320, Berkeley County Register of Deeds.
- 9. Access easement and maintenance obligations contained in that certain Reciprocal Easement Agreement by SRE TKC Charleston Land, LLC recorded November 20, 2018 in Record Book 2895, Page 60, Berkeley County Register of Deeds, as shown on the Survey.

- 10. Terms, provisions, restrictions and obligations contained in Charleston Trade Center Development Agreement recorded in Record Book 2100, Page 42, Berkeley County records, as affected by Waiver recorded January 28, 2016 in Record Book 2100, Page 128, as further affected by Assignment of Development Agreement by and between HLIT IV SC-1, L.P., HLIT IV SC-2, L.P., and TKC Charleston Land, LLC recorded January 28, 2016 in Record Book 2100, Page 207, Berkeley County records; as further affected by the Partial Assignment and Assumption of Development Agreement by and between SRE TKC Charleston Land, LLC and SRE TKC Charleston IV, LLC recorded January 28, 2019 in Record Book 2938, Page 540, Berkeley County Register of Deeds, as further affected by that certain Partial Assignment and Assumption of Development Agreement by and between SRE TKC Charleston Land, LLC and SRE TKC Charleston III, LLC recorded May 5, 2021 in Book 3798 at Page 157, Berkeley County Register of Deeds, and as further affected by that certain Partial Assignment and Assumption of Development Agreement by and between SRE TKC Charleston Land, LLC and SRE TKC Charleston V, LLC recorded May 20, 2021 in Book 3817 at Page 989, Berkeley County Register of Deeds.
- 11. Terms and provisions of Lease Agreement dated July 2, 2019, by and between Advanced Packaging Solutions & Products, Inc. as tenant, and TKC Charleston IV, LLC as landlord; as affected by amendment dated August 1, 2020; as further affected by amendment dated September 1, 2020.
- 12. Terms and provision of Lease Agreement dated January 26, 2021 by and between, Thorne Research, Inc., a South Carolina corporation, as tenant, and TKC Charleston IV, LLC as landlord, as evidenced by Memorandum of Lease recorded February 12, 2021 in Record Book 3689, Page 204.

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 known as Lot 5A Charleston Trade Center, Plat CABT, Page 20a, located in Berkeley County, South Carolina, bearing Berkeley County TMS Number 220-00-02-142, was transferred by SRE TKC Charleston IV, LLC, a Delaware limited liability company, to LBA OR Core-Company X, LLC, a Delaware limited liability company, on the day and year first written on the face of the deed.

3.	Ch	eck one of the following: The deed is
	a)	x 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):
age rela	nt a	mpt under exemption #14 as described in the Information section of this affidavit, did the and principal relationship exist at the time of the original sale and was the purpose of this aship to purchase the realty?
Ch	eck	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 \$18,950,000.00.
 - b) The fee is computed on the fair market value of the realty which is \$0.
 - c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$0.
- 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: \$18,950,000.00
 - b) Place the amount listed in item 5 above here (If no amount is listed, place zero here):\$0.00
 - c) Subtract Line 6(b) from Line 6(a) and place result here: \$18,950,000.00
- 7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$70,115.00
- 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 IV, LLC,

a Delaware limited liability company

By: Name: Kenneth R. Beuley

Name: Kenneth R. Beuley
Title: Authorized Manager

SWORN to and subscribed before me

this $\frac{18}{100}$ day of $\frac{1000}{1000}$, 2021.

Notary Public, State of 100 Hocou

Notary's Printed Name

My Commission Expires: 09-10 20 22

[AFFIX NOTARIAL SEAL BELOW]

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in 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 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 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;

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.