201400007639 NEXSEN PRUET LLC PO BOX 486 CHARLESTON SC 29402

201400007639
ANGELA WDODHURST
COUNTY CLERK
GREENWOOD COUNTY SC
11-21-2014 09:01 am.
REC FEE: 10.00
STATE TAX \$ 780.0
COUNTY TAX \$ 330.0

Prepared by: Nexsen Pruet, LLC P.O. Drawer 10648 Greenville, South Carolina 29603-0648 Attn: Christopher D. King, Esquire

Instrument 201400007639

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STATE OF SOUTH CAROLINA))	
)	DEED TO REAL ESTATE	
COUNTY	OF	GREENWOOD)	(Special Warranty)	

KNOW ALL MEN BY THESE PRESENTS, that WEIR LIMITED PARTNERSHIP, hereinafter called "Grantor", in consideration of Three Hundred Thousand and No/100 (\$300,000.00) Dollars to the Grantor in hand paid at and before the sealing of these presents by the Grantee hereinafter named, 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 all the restrictions, covenants, easements, affirmative obligations, and rights of reversion described herein, including, but not limited to, Exhibit "A" (the "permitted exceptions"), unto the following named Grantee, to-wit: AVIATION VENTURES SERIES FUND II LLC, SERIES THREE, a series of Aviation Ventures Series Fund II LLC, a Delaware limited liability company, the following described property:

All that certain piece, parcel or tract of land, with any improvements thereon situate, lying and being in the County of Greenwood, State of South Carolina, containing **19.44 acres**, more or less, as being more particularly shown and delineated on a plat prepared for Butler/Weaver Properties by Heaner, Inc. (Edward S. Bartless, P.L.S.) dated January 12, 1998, which has been recorded in the Office of the Clerk of Court for Greenwood County, South Carolina ("Clerk's Office") in Plat Book 106 at Page 12. Said property being shown on said plat as that of SPS Limited Liability Co., as a portion of TMS 140-00-01-001.

This property is subject to "Deed To Sewer Easement" and agreement recorded in Deed Book 640 at Page 123 and assignment recorded in Deed Book 1830 at Page 165.

Less However, All that certain piece, parcel or tract of land, situate, lying and being in the County of Greenwood, State of South Carolina, containing **4.00** acres, more or less as shown on plat prepared by Heaner, Inc., dated January 17, 2005 and recorded in the Clerk's Office in Plat Book 125 at Page 97. For a more

full and accurate description reference is hereby specifically made to the aforementioned plat.

Less However, All that certain piece, parcel or tract of land situate, lying and being in Greenwood County, South Carolina, which said tract containing 6.50 acres, more or less, with said tract more specifically shown and described on a plat thereof entitled "Plat made at the request of Butler/Weaver Properties", with said plat prepared by Heaner, Inc., Certificates of Authorization No. C00066, with said plat dated January 12, 1998, and recorded in the Clerk's Office in Plat Book 108 at Page 57.

This being the same property conveyed to Grantor by deed of Christopher Kendall LLC, a/k/a Christopher Kendal LLC and recorded in the Clerk's Office on May 7, 2010, in Deed Book 1209 at Page 57.

Tax Map Number:

6867-594-405

Grantee's Address:

302 NE Main Street, Simpsonville, SC 29681

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 before mentioned, subject to the permitted exceptions, unto the said Grantee, its successors and assigns forever.

AND, subject to the permitted exceptions, the Grantor does hereby bind the Grantor and the Grantor's successors and assigns to warrant and forever defend all and singular the said Premises unto the Grantee and the Grantee's successors and assigns against the Grantor and the Grantor's successors lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 5th day of November, 2014.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WEIR LIMITED PARTNERSHIP

By: KENDALL CHRISTOPHER, LLC,

General Partner

By: Erik C. Weir

Its: Managing Member

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STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF COUNTY

The foregoing instrument was acknowledged before me this 5th day of November, 2014, by Erik C. Weir the Manager Member of KENDALL CHRISTOPHER, LLC, General Partner of WEIR LIMITED PARTNERSHIP, on behalf of the partnership.

Notary Public for ______

My Commission Expires: 5 - 13 · 20

(Affix Seal)

EXHIBIT A

PERMITTED ENCUMBRANCES

- 1. Taxes for the year 2014 not yet due and payable and all subsequent years.
- 2. All conditions, covenants, easements, restrictions, and rights of way indicated by instruments, including plats, of record; and
- 3. All applicable zoning and other land use regulations or restrictions of any political subdivision in which the subject property is situate.
- 4. Deed To Sewer Easement and agreement recorded in Deed Book 640 at Page 123 and assignment recorded in Deed Book 1830 at Page 165.

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STATE OF SOUTH CAROLINA) AFFIDAVIT COUNTY OF GREENWOOD)

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 by Weir Limited Partnership, to AVIATION VENTURES SERIES FUND II LLC, SERIES THREE, a series of Aviation Ventures Series Fund II LLC on November 5, 2014, TMS No. 6867-594-405.
- 3. Check 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.
 - 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 (exemption #____)

 Explanation if require

 (If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$300,000.00
 - (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 really before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", to the amount of the outstanding balance of this lien or encumbrance is \$
- 6. The DEED Recording Fee is computed as follows:
 - (a) \$ \$300,000.00 the amount listed in item 4 above
 - (b) 0.00 the amount listed in item 5 above (no amount place zero)
 - (c) \$ \$300,000.00 subtract line 6(b) from Line 6(a) and place the result.
- 7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor
- 8. I understand that a person required to furnish this affidavit who wilfully 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.

WEIR LIMITED PARTNERSHIP

By: KENDAEL CHRISTOPHER, LLC

Sworn to before me this 5th day of November, 2014

Notary Public for 5.C

My Commission Expires: 5 10 20

By: Erik C. Weir

Its: Managing Member

General Partne

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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 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, 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: Section 12-24-40

- (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
- (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 in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided 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 such stock or interest held by the grantor. However, 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 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 of 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 12-6-4(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; and,
- (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 executed pursuant to foreclosure proceedings.
- transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, (14)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 purchases 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, (15)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.