This document is being re-recorded to correct the Grantee's name.

Inst # 201802748 DocType:DEED Page 1 of 5 BKD:1935 PG:115 03/01/2018 at 04:17:54 PM, Fee:$10.00 County:$643.50 State:$1521.00 PAUL MCGUFFIN REGISTER OF DEEDS PICKENS CO., SC

Grantee's Address: 2110 N. Ocean Blvd., Penthouse 26-D
Fort Lauderdale, FL 33305

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS)

TITLE TO REAL ESTATE
(LIMITED WARRANTY DEED)

KNOW ALL MEN BY THESE PRESENTS, that **JSCI Commercial, LLC,** a South Carolina limited liability company (Grantor), in consideration of Five Hundred and Eighty Five Thousand Dollars ($ 585,000.00) as part of an IRC § 1031 Tax-Deferred Exchange, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto ~~**PROJECTROCK, LLC**~~*, a Florida limited liability company (Grantee), and its successors and assigns, all of its right title and interest in and to the following described property, to-wit:

*ProjectRock SC Sports Complex, LLC

See **<u>Exhibit "A"</u>** attached hereto and by this reference made a part hereof

Said premises are conveyed subject to all applicable easements, rights of way, restrictions and covenants of record; those easements and rights of way actually existing on the ground and affecting said premises; riparian, littoral or other water rights, if any; such matters as would be revealed by a current survey and inspection of the premises; and any applicable zoning and other governmental laws, ordinances and regulations.

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's successors and assigns, forever. And, the Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular said premises unto the Grantee and the Grantee's successors and assigns, against the Grantor and its successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under the Grantor, but not otherwise.

#1515857

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal, this 1 day of March, 2018.

JSCI Commercial, LLC, a South Carolina limited liability company

SIGNED, sealed and delivered in the presence of:

Witness 1

Sandy Beck
Witness 2

By: [signature]
Name: J. Samuel Cox, Jr.
Title: Owner

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF PICKENS)

I, Sandy Beck, a Notary Public for the State of South Carolina, do hereby certify that J. Samuel Cox, Jr. personally came before me this day and acknowledged that he is the Owner of JSCI Commercial, LLC, the Grantor herein, (the "Company") and that he, being authorized to do so, executed the foregoing document on behalf of the Company.

IN WITNESS WHEREOF I have set my hand this 1st day of March, 2018.

Sandy Beck (SEAL)
Notary Public for South Carolina
Printed Name of Notary Sandy Beck
My commission expires: 5/9/2027

County Assessor
222 McDaniel Ave., B-8
Pickens, SC 29671

County Auditor
222 McDaniel Ave., B-7
Pickens, SC 29671

Exhibit "A"

Parcel 1

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Pickens, north of the City of Easley, and on the north side of S.C. Highway 183 (Farr's Bridge Road) and according to a plat by J.C. Smith and Associates, Surveyor, dated February 12, 1998 of property of S & S Development and Utility, Inc., said lot contains 8.040 acres, more or less and according to said plat is more particularly described as follows, to-wit:

BEGINNING at a point in center of the highway at the southeast corner of the lot (which point is approximately 725 feet from the intersection with S.C. Highway 135); thence along the center of the road South 80-02-21 West 615.13 feet to a point; thence leaving the road and running along line of other property of William T. Robinson North 09-57-39 West 233.73 feet to an iron pin; thence along the curvature of a circle 290.94 feet to an iron pin, which circle has a radius of 275.00 feet, a chord of said circle runs North 20-20-50 East 277.56 feet to the iron pin; thence along the curvature of said circle 42.98 feet to an iron pin which circle has a radius of 50.00 feet, a chord of said circle runs North 75-16-46 East 41.67 feet to the iron pin; thence along the curvature of said circle 27.53 feet to an iron pin which circle has a radius of 50.00 feet a chord of said circle runs North 84-07-49 East 27.18 feet to the iron pin; thence North 21-38-36 West 369.16 feet to a concrete marker; thence along line of property of Allco, Inc. South 77-04-18 East 337.93 feet to an iron pin; thence South 21-03-53 East 426.79 feet to an iron pin; thence North 59-47-59 East 94.92 feet to an iron pin; thence South 17-56-03 East 111.71 feet to a concrete marker; thence South 5-19-24 East 209.04 feet to a point in the center of the road, THE BEGINNING CORNER.

Parcel 2

A non-exclusive easement for ingress and egress from S.C. Highway 183 as set forth in deed from William T. Robinson to L. Todd Stone and Charles C. Styles recorded February 26, 1998 in Deed Book 414, page 245, Register of Deeds Office for Pickens County, South Carolina.

The above described property was conveyed to JSCI Commercial, LLC by deed of JSCI, LLC recorded in the Office of the Register of Deeds for Pickens County on October 28, 2013 in Deed Book 1561 at Page 72.

TMS#: 5111-00-83-0671

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS) 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, located at 2121 Farrs Bridge Road, bearing Pickens County Tax Map Number 5111-00-83-0671 was transferred by JSCI Commercial, LLC to PROJECTROCK, LLC on March 1, 2018.

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.
(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): ____________________

(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) __X__ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $ 585,000.00.
(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 __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:	$ 585,000.00
(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:	$ 585,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is $2,164.50.

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.

J. Samuel Cox, Jr.
Responsible Person Connected with the Transaction

SWORN to before me this 1
day of March, 2018.

Notary Public for S.C.
My Commission Expires: 11/14/27
Notary (printed name): L Lussens Henderson Jr

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 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 such 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 entitles. "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.
(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 take functional control of electric transmission assets as defined in the Federal Power Act.