

IN THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE BEAUFORT COUNTY
COURT OF COMMON PLEAS

HONORABLE MARVIN H. DUKES, III
BEAUFORT COUNTY MASTER-IN-EQUITY AND
SPECIAL CIRCUIT COURT JUDGE

CASE NO.: 2014-CP-07-0052
APPELLATE CASE NO.: 2018-001969

RECEIVED
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SC Court of Appeals

Lady Beaufort, LLC &
Tideland Realty, Inc.

Respondents/Appellants,

vs.

Hird Island Investments, Inc., Sherwood N. Fender,
Addison D. Fender, Martha B. Fender, William B. Bowen,
Lady Kemmerlin, LLC, Brickyard Holdings, Inc. and
A&K Holding Co., LLC,

Defendants,

AND

William M. Bowen,

Third-Party Plaintiff,

v.

James S. Kerr and Matt Trumps,

Third-Party Defendants,

Of Which Hird Island Investments, Inc.
and Sherwood N. Fender are

Appellants/Respondents.

RECORD ON APPEAL
VOLUME II

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STATE OF SOUTH CAROLINA
COUNTRY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH CIRCUIT

LADY BEAUFORT, LLC. & TIDELAND
REALTY INC.,

Plaintiffs,

v.

HIRD ISLAND INVESTMENTS, INC. AND
SHERWOOD FENDER,

Defendants.

Case No. 2014-CP-07-00052 &
2014-CP-07-00061

PLAINTIFFS' TRIAL EXHIBITS

ANDREW K. EPTING, JR., LLC

By: S//Michelle

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March 1, 2017



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EXHIBIT LIST

1. August 19, 2013 contract between Hird Island and Lady Beaufort
2. Exhibit depicting total attorneys' fees and cost to Lady Beaufort
3. Georgia Sec of State Web Printout / SC Sec of State Web Printout
4. October 7, 2013 Email Carl Rogers to Derek Gilbert
5. Unanimous Written Consent of the Sole Shareholder & Sole Director of Hird Island Investments, Inc.
6. Affidavit & Indemnity Agreement Concerning Transfer to Majority of Assets of a Business
7. Seller/Mortgagor's Affidavit – Commercial
8. Substitute from 1099-S
9. Loan Payoff Palmetto State Bank
10. October 8, 2013 Email Carl Rogers to James Kerr
11. October 9, 2013 Email Carl Rogers to Derek Gilbert
12. October 10, 2013 Email Carl Rogers to James Kerr
13. Title to Real Estate dated October 10, 2103 prepared by Alysoun Eversole, Esq.
14. October 14, 2013 Letter Carl Rogers to Sherwood Fender
15. May 30, 2014 Settlement Agreement Inverness, LLC and Lady Beaufort, LLC (with exhibit A Contract)
16. HUD dated May 30, 2014
17. Seller's Affidavit – Inverness, LLC dated May 30, 2014 with exhibits
18. Tax Lien / Satisfaction
19. October 8, 2013 Email Matt Trumps to Derek Gilbert
20. October 8, 2013 Email Matt Trumps to Sherwood Fender



AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE
(GENERAL USE AND LOTS/ACREAGE)

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into as of the Effective Date between:

Buyer(s), Lady Beaufort, LLC ("Buyer"), and
Seller(s), Hixd Island Investments, Inc. ("Seller").

☒ BUYER ☐ SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and closing.
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
(E) "Business Day" - a 24 hour period starting at 10 AM (M/Tu/W/Th/Fr) and counted from 10 AM of the first Business Day following the Effective Date. Business Days shall not begin or end on a Saturday, Sunday, or Federal legal holiday.
(F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(G) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods

2. PURCHASE PRICE: ~~\$280,000.00~~ \$260,000.00 (USD)

Payable by ☒ a combination of financing and cash or ☐ cash. Payment shall be good funds.

The sale of Buyer's real property ☐ is ☐ is not required for Purchase and this contingency terms ☐ are ☐ are not attached.

3. PROPERTY: Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscapes, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property and any personal property conveying in working order, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer is solely responsible for inquiring about lease issues prior to signing Contract. Leasing issues: (see Adjustments). Leased items on Property can include fuel tanks, alarm systems, satellite equipment, roll cars etc. and contain fuel, etc.

Address 9 Sams Point Road Unit # _____

City Beaufort State of South Carolina

Zip 29907 County of Beaufort

Lot _____ Block _____ Section/Phase _____ Subdivision _____

Other 2.9 +/- Acres Plat Attached as Exhibit TMS 123 015 000 0605 0000

Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s):

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before See Other ("Closing Date") with an automatic extension of 5 business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in ownership type and name(s): TBD
or as stipulated by Buyer. The deed shall be delivered to the Closing Attorney's

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Tideland Realty, Inc., 11 Sea Island Parkway Beaufort, SC 29907
Phone: 843.323.6131 Fax: 843.323.1390

Matt Tompkins

Kerr Pender

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designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (ex. manuals, equipment warranties, service info, etc.) and similar ownership items to Buyer at Closing.

5. EARNEST MONEY: \$1,000.00 (USD) Earnest Money is paid as follows: \$1,000.00 accompanies this offer and \$_____ will be paid within _____ Business Days after Effective Date and Earnest Money is in the form of ☒ check ☐ cash ☐ other (wire, etc.) to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize _____ Tideland Realty, Inc. as Escrow Agent to deposit and hold and disburse earnest money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT: UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT OR AS OTHERWISE AGREED UPON IN THIS CONTRACT OR FIVE YEARS AFTER CLOSING DATE, ESCROW AGENT MAY DISBURSE EARNEST MONEY TO SC TREASURER. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS, IF LEGAL ACTIONS OCCUR, NONPREVAILING PARTY AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES, IF INTERPLEADER OR MEDIATION IS TO BE UTILIZED, PARTIES AGREE THAT \$_____ OF EARNEST MONEY SHALL BE RELEASED AND/OR PAID TO THE ESCROW AGENT PRIOR TO FILING INTERPLEADER OR MEDIATION AS COMPENSATION. ESCROW AGENT ACKNOWLEDGES DUTIES.

6. TRANSACTION COSTS: Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, Insurance (mortgage insurance, title insurance lender/owner, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHAVA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any Inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/lens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs unless otherwise agreed:

Private/public transfer fees and any costs similar to transfer fees (ex. capital contributions, conservancy fees, esoppel fees, or otherwise named but similar fees paid to the owners association, etc.) are the ☐ Seller's or ☒ Buyer's transaction costs.

☒ At Closing, Seller will pay Buyer's transaction costs not to exceed \$_____ OR _____ % of purchase price, whichever is higher, which includes non-allowable costs first and then allowable costs (FHAVA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

BUYER ☐ ☐ DATE _____ TIME _____
SELLER ☐ ☐ DATE _____ TIME _____

7. FINANCE: Buyer's obligation under this Contract ☐ is ☒ is not contingent upon obtaining financing of a ☐ 15 year or ☐ 30 year or ☐ other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts of minimum _____ % and maximum _____ % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize their Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). If a Lender declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. Buyer shall apply for financing within _____ Business Days from the Effective Date and shall provide the Seller with reasonable written loan pre-approval documentation within _____ Business Days from the Effective Date. If the Seller and Brokers are notified of inability to obtain financing during the

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Financing Period, either Party may terminate this Contract by Notice and Earnest Money shall be returned to the Buyer.
Proposed Lender: _____ ☐ FHA ☐ VA ☐ Conventional ☐ Seller
☐ Other _____

An F-HA VA Financing Addendum ☐ is ☐ is not attached. Additional financing terms ☐ are ☐ are not attached.

8. **INSPECTION/REINSPECTION RIGHTS:** Buyer and qualified/certified inspectors ("inspectors") can reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:

☒ Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (electricians, plumbers, etc.) to safely connect and operate the utilities during the inspections

☐ Other _____ ☐ see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and inspectors use insurance to manage risk.

9. APPRAISED VALUE:

☒ This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller delivers Notice to the Buyer within 5 Business Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. Otherwise, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer.

☐ This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

10. **SURVEY, TITLE EXAMINATION, INSURANCE:** Brokers recommend Buyer have Property surveyed, title examined, and appropriate insurance (including owner's title) effective at Closing. Seller to cancel existing insurance and Buyer to obtain new insurance policies by Closing unless otherwise agreed upon in writing by Parties. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing and requirements of insurance for the property prior to signing Contract.

11. **SURVIVAL:** If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

12. DUE DILIGENCE:

The DUE DILIGENCE PERIOD ends no later than 30 Business Days after the original Effective Date unless the Parties agree in writing to extend the DUE DILIGENCE PERIOD.

During the Due Diligence Period, Seller agrees Buyer may choose any of the following:

- (1) Conduct/obtain inspections
- (2) Deliver Repairs Request(s) Notice to Seller
- (3) Proceed under amended Contract
- (4) Proceed under As Is Contract
- (5) Terminate Contract by Delivering "Notice of Termination" and "Termination Fee" to Seller

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TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller both Notice of Termination and a Termination Fee of \$ _____ US\$ Good Funds. Termination Fee paid to Seller by payment or, by release to Seller an appropriate amount of Earnest Money or, by a combination of payment to Seller and an appropriate amount of Earnest Money (Escrow Agent shall timely disburse upon Buyer timely signing any required Earnest Money disbursement agreement for payment of the Termination Fee). If Seller receives the Delivered Notice of Termination and the full Delivered Termination Fee during the Due Diligence Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination and all of the Termination Fee to Seller prior to the end of the Due Diligence Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

SHOULD BUYER FAIL TO REACH A NEW/AMENDED CONTRACT OR TERMINATE THE CONTRACT: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract.

13. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Buyer will have the right for 8 Business Days after Notice of damage to Deliver Notice of Termination to the Seller. If Buyer proceeds according to the Contract, Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

14. BUILDING PERMIT: This Contract ☐ is ☒ is not contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate authorities to build on the Property. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Building Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Building Permit Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property to Seller during the Building Permit Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

16. REZONING: This Contract ☐ is ☒ is not contingent upon the Property being rezoned to _____ by full approval (without any appeal during the appeal period) by the appropriate authorities. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Rezoning Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire rezoning from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Rezoning Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire rezoning from the appropriate authorities during the Rezoning Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. The ☐ Buyer or ☐ Seller shall be responsible for pursuing rezoning and paying all associated costs. All rezoning applications shall be submitted to the Seller for Seller's approval prior to filing. Seller shall not unreasonably or untimely withhold approval. All Parties agree to cooperate, sign the necessary documentation, and make efforts to support the rezoning application.

18. WELL, SEPTIC, WATER LINE, SEWER AVAILABILITY: This Contract ☐ is ☒ is not contingent upon Buyer's ability to obtain from the South Carolina Department of Health and Environmental Control or other appropriate authorities all required permits for a well and septic system suitable for the Buyer's intended structure in the event a well or septic system is needed on the Property. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Well and Septic Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a conventional well and conventional septic system on the Property. If Seller receives the Delivered Notice of Termination during the Well and Septic Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a well and septic system on the Property to Seller during the Well and Septic Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. If the Property is connected or capable of being connected to a water and/or sewer line maintained by a private or public utility for a customary tap fee not to exceed \$ _____, the Buyer agrees to waive any applicable portion of the Well and Septic Contingency. Seller represents the Property is connected to water system: ☐ county ☐ city ☐ private ☐ corporate ☐ community ☐ well ☐ other _____. Seller represents the Property is connected to water disposal system: ☐ septic ☐ sewer ☐ private ☐ corporate ☐ government ☐ other _____.

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17. **CONDITION OF PROPERTY:** Seller shall not remove any timber, vegetation, dirt, minerals, or otherwise affect the condition of the property from the Effective Date through Closing. All timber, vegetation, dirt, minerals, or similar shall remain as part of the Property and be conveyed to the Buyer at Closing. The Seller shall not bring any trash, refuse, debris, dirt, fill, medical wastes, hazardous wastes, or other materials onto the Property. Seller shall Deliver Notice of any legal action or condemnation action to the Buyer as soon as possible. If Seller Delivers such Notice, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination. If Seller receives this Delivered Notice of Termination at any time, remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver this Notice of Termination, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

18. **SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS")** (check one):

☐ Buyer and Seller agree that Seller has delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-60-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy by delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing. Buyer understands the CDS does not replace inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-60-70.

☒ Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-60-30, Paragraph (13).

19. **LEAD BASED PAINT/LEAD HAZARDS:** If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms and give copies to Brokers.

20. **MEGAN'S LAW:** Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, clandestine laboratory, and crime information from appropriate law enforcement officials or information sources.

21. **TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION:** According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this Contract. It is understood that Broker ☐ may ☒ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

22. **SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX:** Seller and Buyer will comply with the provisions of the SC Code 12-8-500 (as amended) regarding state income tax withholding requirements if the Seller is not a resident or has not filed SC state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

23. **ROLLBACK TAXES (IF ANY):** The Parties agree that the ☒ Seller or ☐ Buyer shall pay any rollback taxes when rollback taxes are determined and billed.

24. **SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL MATTERS:** All reports and certifications required by the Lender, Buyer, or any government concerning any special study area, wetlands, or environmental issues shall be ordered by Buyer and paid for by Buyer.

All of these reports or certifications shall be completed no later than 30 Business Days after the original Effective Date, unless the Parties agree in writing or extend this period ("Environmental Period"). In the event repairs are necessary to address environmental concerns (Repair Requests); the Seller shall be Delivered Notice in writing of the specific defects or deficiencies no later than 2 Business Days after the Environmental Period. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer.

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Kurt Pender

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Upon Delivered Notice of the Repair Requests, Seller has five Business Days to address the Buyer's Repair Requests. The costs of all repairs to address environmental concerns to be paid by Seller. If the Seller fails to agree to make these repairs within this timeframe, the Buyer shall have 2 Business Days to choose any of the following options (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs or (3) terminate this Contract and receive their Earnest Money. The repairs to any other items are the sole responsibility of the Buyer. The obligations of the Seller for repairs terminate upon Closing. If the Seller agrees to make the repairs, the Parties agree to proceed under Contract.

25. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

26. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available. This section survives Closing. Buyer is solely responsible for minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.

27. DEFAULT:

- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
- (i) Deliver Notice of Default to Seller and terminate Contract and
 - (ii) Pursue any remedies available to Buyer at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer prevails in any action against Seller.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
- (i) Deliver Notice of Default to Buyer and terminate Contract and
 - (ii) Pursue any remedies available to Seller at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller prevails in any action against Buyer.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

28. MEDIATION CLAUSE: Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions include reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® (Info@SCREALTORS.org 1-800-233-6381). Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing Date. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a Interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

29. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

30. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to

 BUYER ☐ BUYER ☐ SELLER ☒ SELLER HAVE READ THIS PAGE

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Kerr Pender

easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (7) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer, Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

31. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a SC law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid by in accordance with laws and REALTOR® ethics. **NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/MAY/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.**

32. BROKER LIABILITY LIMITATION: Parties agree Brokers provided Parties with benefits, services, assistance, and value in bringing about this Contract, in consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Brokers, Parties each agree that they shall pay Brokers' attorneys fees and that Brokers shall not be liable to either Party or both, either jointly, severally or individually, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against either Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of either Broker shall not exceed the amount set forth herein. Parties will indemnify and hold harmless and pay attorneys fees for Brokers from breach of contract, any negligent or intentional acts or omissions by any Parties, inspectors, professionals, service providers, contractors, etc, including any introduced or recommended by Brokers. Parties each agree that there is valid and sufficient consideration for this limitation of liability and that Brokers are the intended third-party beneficiaries of this provision.

33. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. (Land Issues may include: restrictions and easements that may affect desired use, drainage issues, hazardous wastes, environmental issues, water rights, availability of water, sewer or septic waste water issues, soil tests, wetlands surveys and studies, subordination, lot releases, and other issues.) If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, they are further identified or described here: Closing shall take place within 7 days of the end of the due diligence period. Seller to pay a commission of 5% to Tideland Realty Inc. at closing. Seller to provide copies of all pertinent due diligence including but not limited to wetlands studies, land plans, surveys, zoning data, engineering, etc, within 48 hours of execution.

34. NOTICE AND DELIVERY: Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

36. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the Agency Disclosure, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

 BUYER ☐ BUYER ☐ SELLER  SELLER HAVE READ THIS PAGE

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000275

30. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 5 ☐ AM ☒ PM on August 19, 2013 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties.

If signer is not a Party, appropriate legal documents (Power of Attorney, Corporate Authorization, etc.) are ☐ attached or ☐ to be Delivered within Business Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: [Signature] Date: 8/19/13 Time: 9:47 am
Lady Beauchamp, LLC

WITNESS: [Signature] Date: 8/19/13 Time: 7:48 am

BUYER: _____ Date: _____ Time: _____

WITNESS: _____ Date: _____ Time: _____

SELLER: [Signature] Date: 8/19/13 Time: _____
Hird Island Investments, Inc.

WITNESS: _____ Date: _____ Time: _____

SELLER: _____ Date: _____ Time: _____

WITNESS: _____ Date: _____ Time: _____

REALTOR® is the registered collective membership mark which may be used only by those real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its strict professional Code of Ethics. The South Carolina Association of REALTORS® (SCAR) owns copyright to the content of this form and expressly prohibits the display, distribution, duplication, transmission, alteration, or reproduction of any part of SCAR copyright content as well as the use of the name "South Carolina Association of REALTORS®" in connection with any written or electronic form without the prior written consent of SCAR.

© 2013 South Carolina Association of REALTORS®, 8/2013

[Signature] BUYER ☐ BUYER ☐ SELLER [Signature] SELLER HAVE READ THIS PAGE

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000276

ESCROW AGENT ACKNOWLEDGEMENT SIGNATURE: _____

ESCROW AGENT NAME: _____ Tideland Realty, Inc.

ESCROW AGENT'S LAW FIRM/COMPANY/BROKERAGE: _____ Tideland Realty, Inc.

ESCROW AGENT CONTACT INFO: 843-252-8996 95 Sea Island

Suite 104

INVOLVED AS: ☒ BUYER AGENT ☐ BUYER SUBAGENT ☐ DUAL AGENT ☐ BUYER DESIGNATED AGENT*

LICENSEE: _____ Matt Trumps _____ SC LICENSE # _____ EXPIRES _____

BROKER IN CHARGE: _____ Matt Trumps _____ SC LICENSE # _____ EXPIRES _____

BROKERAGE COMPANY NAME: _____ Tideland Realty

MEMBERS OF: _____ Beaufort _____ ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: _____

NOTICE EMAIL/FAX: _____

MOBILE PHONE: (843) 252-8996 OFFICE PHONE: _____ OTHER: _____

INVOLVED AS: ☐ SELLER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☐ SELLER DESIGNATED AGENT*

LICENSEE: _____ SC LICENSE # _____ EXPIRES _____

BROKER IN CHARGE: _____ SC LICENSE # _____ EXPIRES _____

BROKERAGE COMPANY NAME: _____

MEMBERS OF: _____ ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: _____

NOTICE EMAIL/FAX: _____

MOBILE PHONE: _____ OFFICE PHONE: _____ OTHER: _____

*DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND OTHER ASSOCIATED LICENSEES ARE DUAL AGENTS.



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Korr Pender

000277

ATTORNEY'S FEES

Andrew K. Epting, Jr., LLC: \$46,067.41

See Affidavit of Michelle Endemann

D. Carlyle Rogers, Jr. PC: \$7,857.00

See Affidavit of D. Carlyle Rogers, Jr.

TOTAL: \$53,924.41

STATE OF SOUTH CAROLINA
COUNTRY OF BEAUFORT

LADY BEAUFORT, LLC. & TIDELAND
REALTY INC.,

Plaintiffs,

v.

HIRD ISLAND INVESTMENTS, INC. AND
SHERWOOD FENDER,

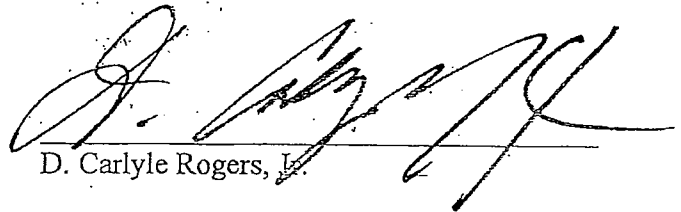
Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH CIRCUIT

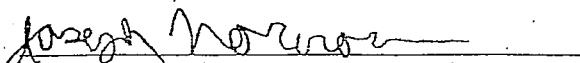
Case No. 2014-CP-07-0052

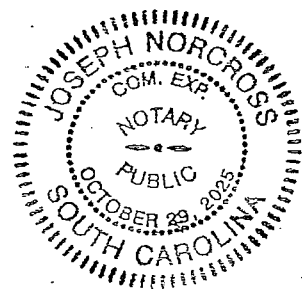
AFFIDAVIT OF ATTORNEYS FEES

1. My name is D. Carlyle Rogers, Jr., and I am a practicing attorney licensed in the state of South Carolina since 1986.
2. I represented the Plaintiff, Lady Beaufort, LLC in the attempted closing with Hird Island, LLC as well as the successful closing of the transaction between Lady Beaufort, LLC and Inverness, LLC.
3. I also assisted Lady Beaufort with the filing of a *lis pendens* on the property at issue in this case located at 9 Sams Point Rd as well as with putting the Seller, Hird Island, LLC on notice of its default under its contract with Lady Beaufort.
4. The total attorney's fees and cost associated with the aforementioned legal services was \$7,857.00.


D. Carlyle Rogers, Jr.

Sworn to and Subscribed before me
On this 23 day of February 2017


Notary Public for the State of South Carolina
My Commission expires: 10/24/2025



STATE OF SOUTH CAROLINA
COUNTRY OF BEAUFORT

LADY BEAUFORT, LLC. & TIDELAND
REALTY INC.,

Plaintiffs,

v.

HIRD ISLAND INVESTMENTS, INC. AND
SHERWOOD FENDER,

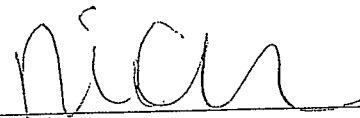
Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH CIRCUIT

Case No. 2014-CP-07-0052

AFFIDAVIT OF ATTORNEYS FEES

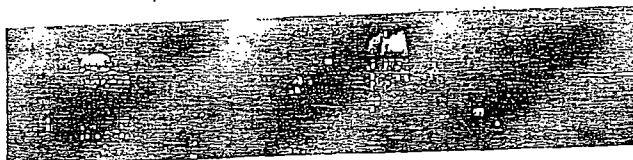
1. My name is Michelle N. Endemann, and I am a practicing attorney licensed in the state of South Carolina since 2010.
2. I am employed by the law firm of Andrew K. Epting, Jr., LLC. The Epting firm represents the Plaintiffs in this action as well as in the action against Inverness, LLC which concluded in settlement on May 30, 2014.
3. The total attorney's fees and cost associated with the aforementioned legal representation is \$46,067.41.


Michelle N. Endemann

Sworn to and subscribed before me
On this 14th day of February 2017

Notary Public for the State of South Carolina
My Commission expires 10-20-2018

000280


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[Business Filings](#) [Services Management](#) [Approved Services](#) [Business Filings Search](#)

Search Criteria

Inquiry:

Search

Search
Type:Search
Depth:☐ Exact Match☒ Starts With☐ ContainsEntity Status:

Search Results

Name	Control Number	Effective Date	Status	Model Type	Locals	Qualifier
HIRD ISLAND DEVELOPMENT, INC.	0144866	10/05/2001	Automated Administrative dissolution/Revocation	Corporation	Domestic	For-Profit
HIRD ISLAND PROPERTIES, LLC	0233879	7/01/2002	Admin. Dissolved	Limited Liability Company	Domestic	None
HIRD ISLAND WATER COMPANY, LLC	0339852	7/18/2003	Admin. Dissolved	Limited Liability Company	Domestic	None
HIRDISH, INC.	0518625	3/10/2005	Active/Compliance	Corporation	Domestic	For-Profit
HIRD ISLAND DEVELOPMENT, LLC	0555664	8/18/2005	Active/Compliance	Limited Liability Company	Domestic	None
HIRD ISLAND CLUB, INC.	0556703	8/18/2005	Active/Compliance	Corporation	Domestic	Non-Profit
HIRD ISLAND CORP.	G601706	4/01/1966	Automated Administrative dissolution/Revocation	Corporation	Domestic	For-Profit
HIRD ISLAND INVESTMENTS, INC.	K836740	10/15/1998	Void	Corporation	Domestic	For-Profit
HIRD ISLAND INVESTMENTS, INC.	K836744	10/05/1998	Automated Administrative dissolution/Revocation	Corporation	Domestic	For-Profit
HIRD ISLAND INVESTMENTS, LLC	0650911	6/29/2006	Active/Compliance	Limited Liability Company	Domestic	None
HIRD SAPELO, LLC	0670385	8/21/2006	Active/Compliance	Limited Liability Company	Domestic	None
HIRD RESEARCH AND INFORMATION SERVICES, LLC	10087979	12/22/2010	Active/Noncompliance	Limited Liability Company	Domestic	None

0-3-13 * Contacted Georgia SOS Office: They can't give me any info on why this corporation has been dissolved or what it will take to reinstate it.

000281

Business Entities Online

File, Search, and Retrieve Documents Electronically

HIRD ISLAND INVESTMENTS, INC.

Corporate Information

Entity Type: Corporation

Status: Forfeited

Domestic/Foreign: Foreign

Incorporated State: Georgia

Important Dates

Effective Date: 11/08/2000

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: 08/11/2014

Registered Agent

Agent: SHERWOOD N FENDER

Address: 1509 KING ST
BEAUFORT, South Carolina 29901

Official Documents On File

Filing Type	Filing Date
Forfeiture	08/11/2014
Authority	11/08/2000

For filing questions please contact us at 803-734-2158

[Download Adobe Reader](#)

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[South Carolina Secretary of State](#)

000282

Carl Rogers

From: Carl Rogers [carl@carlrogerslaw.com]
Sent: Monday, October 07, 2013 2:01 PM
To: 'Derek Gilbert'
Cc: 'Christina Wilson'
Subject: RE: Hird Island Investments to Lady Beaufort
Attachments: Seller Closing Docs-Hird Island-Lady Beaufort 10-7-13.pdf; Closing Stmt Hird Island-Lady Beaufort 10-7-13.pdf

Derek:

Per our conversations this past Friday afternoon and earlier today, the Seller needs to execute a few other documents in addition to the Deed and other documents that Christina Wilson emailed to me. Those additional closing documents are attached hereto along with the proposed Closing Statement. Please confirm that Mr. Fender can complete and sign these documents today (some of which must be notarized) and send them to my office via overnight carrier so that we can disburse this transaction on Tuesday. Please contact me if you have any questions or need to discuss this matter further. Thanks.

D. Carl Rogers, Attorney At Law
D. Carlyle Rogers, Jr., P.C.
1417 Stuart Engals Blvd., Suite 200
Mt. Pleasant, SC 29464
Mailing Address:
P.O. Box 2468
Mt. Pleasant, SC 29465
T - (843) 762-5845
F - (843) 654-9425
carl@carlrogerslaw.com

000283

**UNANIMOUS WRITTEN CONSENT OF THE SOLE SHAREHOLDER
& SOLE DIRECTOR OF HIRD ISLAND INVESTMENTS, INC.**

The undersigned, as the Sole Shareholder and Sole Director of HIRD Island Investments, Inc., a corporation organized and existing under the laws of the State of Georgia (the "Corporation"), by unanimous written consent of the Shareholder and Director held in accordance with the terms of its Articles of Incorporation, By-Laws and applicable law on October 7, 2013, notice of which is hereby waived by all of the Shareholders and Directors of the Company:

WHEREAS, the Corporation has been administratively dissolved by the Georgia Secretary of State, but is still authorized to do business in the State of South Carolina;

WHEREAS, pursuant to applicable Georgia law the Corporation is carrying on its business that is necessary to wind up and liquidate its business and affairs and as a part thereof now wishes to sell the property commonly known as 9 Sam's Point Road, Beaufort, Beaufort County, SC (the "Property");

WHEREAS, the Corporation entered into a into an Agreement/Contract: To Buy And Sell Real Estate with Lady Beaufort, LLC (the "Buyer") dated August 19, 2013 (the "Contract") to sell the Property for a sales price of Two Hundred Sixty Thousand and No/100 Dollars (\$260,000.00); and

WHEREAS, the Corporation now wishes to ratify and approve the above described Contract and authorize the sale of the Property; it is hereby

RESOLVED, that the Corporation hereby ratifies and approves the Contract.

BE IT FURTHER RESOLVED, that the Company take all action necessary to consummate the sale of the Property to the Buyer including, but not limited to, the execution and



delivery of the closing statement, deed, affidavits, proration agreements and any and all other documents and instruments necessary to consummate the Corporation's sale of the Property (collectively the "Closing Documents") in accordance with the terms of the Contract;

BE IT FURTHER RESOLVED that Sherwood N. Fender, as the President of the Corporation, be and hereby is authorized and directed on behalf of the Company, to execute and deliver on behalf of the Company, any and all of the foregoing Closing Documents and any other documents and instruments necessary to close said transaction, and to carry out the intent and purposes of the foregoing Resolutions, and to do all other acts and things as may be necessary or incidental to the accomplishment of the purposes aforesaid.

BE IT FURTHER RESOLVED, that this Unanimous Written Consent of the Sole Shareholder & Sole Director of the Company may be executed in one or more counterparts, each of which taken together shall constitute one document. Furthermore, this Unanimous Written Consent of the Sole Shareholder & Sole Director of the Company may be transmitted between them by facsimile signatures, and any such facsimile signatures shall constitute original signatures and that a faxed version hereof (whether one or more counterparts) containing the original or faxed signatures of the Sole Shareholder and Sole Director of the Company is binding upon each and every Shareholder and Director of the Company.

This ____ day of October, 2013.

Sherwood N. Fender, Sole Shareholder
& Sole Director

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) AFFIDAVIT & INDEMNITY AGREEMENT
) CONCERNING TRANSFER OF
) MAJORITY OF ASSETS OF A BUSINESS

Personally appeared before me the undersigned Sherwood N. Fender (the "Affiant"), who being sworn deposes and says:

1. That HIRD Island Investments, Inc. (the "Seller"), is a Georgia corporation that has been administratively dissolved by the Georgia Secretary of State;
2. That the Seller is authorized to do business in the State of South Carolina;
3. That the Affiant is the Seller's sole shareholder and director and is the duly elected President of the Seller;
4. That the Seller is the owner of the real property commonly known as 9 Sams Point Road, Beaufort, SC which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property");
5. That pursuant to applicable Georgia law the Seller is carrying on its business that is necessary to wind up and liquidate its business and affairs and as a part thereof the Seller has agreed to sell the Property to Lady Beaufort, LLC (the "Buyer").
6. Affiant's address is _____ and Affiant has been located at this address for approximately _____ () years.
7. Seller's Tax Identification Number is: 47-1066888.
8. That the conveyance of the Property to the Buyer may be considered a transfer of a majority of the assets of the Seller's business, based on the fair market value of the Property transferred.
9. There are no unpaid taxes due from the Seller to the U.S. Treasury Dept. or to any state government or agency, nor are there any unfiled past due tax returns due from the Seller.
10. Affiant acknowledges that this Affidavit is made for the purpose of inducing the purchase of the Property by the Buyer and the issuance of an owner's title insurance policy by First American Title Insurance Company ("FATIC") insuring title to the subject Property without exception to possible tax liens created under South Carolina Code Section 12-54-124 attaching to the Property. The Affiant does hereby agree to indemnify and hold Buyer and FATIC and their respective successors and assigns harmless of and from all loss, cost, damage and expense of every kind, including reasonable attorney's fees which any of the foregoing parties may suffer or incur or become liable for, directly or indirectly, arising out

the administrative dissolution of the Seller or of any tax or similar lien against the
Property.

Further Deponent Sayeth Not.

AFFIANT:

Sherwood N. Fender

Sworn to and subscribed before me this
____ day of October, 2013.

(SEAL)

Notary Public for South Carolina
My commission expires: _____

000287

GLF000011

EXHIBIT A
LEGAL DESCRIPTION

ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island, Beaufort County, South Carolina, containing 2.99 acres, more or less, being shown and designated as PARCEL "B" on a plat entitled "LOT LINE REVISION AND RECONFIGURATION OF PARCEL R123-014-123 & R123-015-0605 PREPARED FOR HIRD ISLAND INVESTMENTS LADY'S ISLAND BEAUFORT COUNTY-----SOUTH CAROLINA" prepared by David E. Gasque, RLS of Gasque & Associates, Inc. dated November 28, 2007 and recorded on January 14, 2008 in Plat Book 123, at Page 111. For a more accurate description of said property as to metes, bounds, courses, and distances, reference may be had to the aforementioned plat of record.

000288

GLF000012

Seller/Mortgagor's Affidavit -Commercial

State of **South Carolina**

County of **Beaufort**

The undersigned, being first duly sworn, deposes and says that it has owned the property described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

and now being sold or mortgaged by it continuously for approx. 12 years last past, and it's enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed or questions to its knowledge, nor does it know of any facts by reason of which the title to, or possession of, said property might be disputed or questioned, or by reason of which any claim to any of said property might be asserted adversely to me:

No proceedings in bankruptcy have ever been instituted by, or against it, and never made an assignment for the benefit of creditors;

I know of no action or proceeding related to said property which is now pending in any state or federal court in the United States, nor do I know of any state or federal judgment or any federal lien of any kind or nature whatever which now constitutes a lien or charge upon the above-described real property;

There are no tenancies, leases, or other occupancies except as stated below (if none, state "none"): **None.**

There are no unpaid bills or claims for labor or services performed or material furnished or delivered during the last twelve months for alterations, repair work or new construction on the above described property, except (if none, state "none"): **None**

The building was completed more than ___ years ago: **N/A-Vacant Land;**

There are no chattel mortgages, conditional sales contracts, security agreements, financing statements, retention of title agreements, or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon the said real property or the improvements thereon, and all plumbing, heating, lighting, refrigerating, and other equipment I fully paid for, including all bills for the repaid thereof, except as follows, which mortgage is being paid off as a part of closing :
Mortgage from HIRD Island Investments, Inc. to Palmetto State Bank dated September 14, 2010 and recorded on September 15, 2010 in Book 2991, at Page 934 in the Office of the ROD for Beaufort County, South Carolina.

It knows of no contract for the making of repairs or improvements on said premises except as follows (if none, state "none"):

None

There are no unpaid taxes due from the Seller to the U.S. Treasury Dept. or to any state government or agency, nor are there any unfiled past due tax returns due from the Seller.

The business address during the past ten years has been as follows: _____

This affidavit is given to induce First American Title Insurance Company to issue its title insurance policy or policies.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

000289

GLF000013

Issuing office File No.: 2013.243

GIVEN under its hand and seal this 7th day of October, 2013.

SELLER/OWNER:
Hird Island Investments, Inc.

BY: _____
Sherwood N. Fender
ITS: President

SUBSCRIBED and sworn to before me this
_____ day of October, 2013.

Notary Public for South Carolina
My Commission Expires: _____

(Seal)

000290

GLF000014

Issuing Office File No.: 2013.243

EXHIBIT A
LEGAL DESCRIPTION

ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island, Beaufort County, South Carolina, containing 2.99 acres, more or less, being shown and designated as PARCEL "B" on a plat entitled "LOT LINE REVISION AND RECONFIGURATION OF PARCEL R123-014-123 & R123-015-0605 PREPARED FOR HIRD ISLAND INVESTMENTS LADY'S ISLAND BEAUFORT COUNTY-----SOUTH CAROLINA" prepared by David E. Gasque, RLS of Gasque & Associates, Inc. dated November 28, 2007 and recorded on January 14, 2008 in Plat Book 123, at Page 111. For a more accurate description of said property as to metes, bounds, courses, and distances, reference may be had to the aforementioned plat of record.

000291

GLF000015

SUBSTITUTE FORM 1099-S PROCEEDS FROM REAL ESTATE TRANSACTIONS FOR THE TAX YEAR: 2013 OMB No. 1545-0997
--

SETTLEMENT AGENT/FILER'S NAME AND ADDRESS

Filer's Federal Tax ID Number: 26-4690685

D. Carlyle Rogers, Jr., P.C.

FILE NUMBER: 2013.243

1417 Stuart Engala Blvd., Suite 200

Mt. Pleasant, South Carolina 29464

(843)762-5845

SELLER/TRANSFEROR'S NAME AND ADDRESS

Transferor's Federal Tax ID Number: 47-1066888.

Hird Island Investments, Inc.

P.O. Box 1101

Beaufort, SC 29901

1) Date of Closing: October 7, 2013	2) Gross Proceeds: \$269,000.00.	4) X here if property or services received:	5) Buyer's part of real estate tax:
3) Address or Legal Description: <u>9 Sams Point Rd., Beaufort, SC 29907</u>			
<u>Beaufort County TMS/TMP# R123 015 000 0605 0000</u>			

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

YOU ARE REQUIRED BY LAW TO PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT TAX PAYER IDENTIFICATION NUMBER. I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller: Hird Island Investments, Inc.

BY: _____

October 7, 2013

Sherwood N. Fender

Date

ITS: President

000292

GLF000016

PALMETTO STATE BANK
PO BOX 219
BEAUFORT SC 29901

HIRD ISLAND INVESTMENTS, INC
PO BOX 1101
BEAUFORT SC 29901-1101

Loan Payoff Statement

Loan Payoff for:	Loan Number:	7711878
HIRD ISLAND INVESTMENTS, INC	Date Quoted:	Oct 01, 2013
PO BOX 1101	Payoff Good To:	Oct 07, 2013
BEAUFORT SC 29901-1101	Method:	2/0

Collateral: 2.9 + - ACRES OF HWY 802 (UNIMPROVED COMMERCIAL PROPERTY ON
SAMS POINT RD, BEAUFORT SC 29906

Principal:	\$205,000.00
Interest To Oct 07, 2013:	\$13,073.04
Late Charges:	\$358.09
Net Amount Due:	\$218,431.13

Additional Information

One Day's Interest:	\$39.15
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Carl Rogers

From: Jan Malinowski [jmalinowski@palmettostatebank.com]
Sent: Tuesday, October 08, 2013 12:01 PM
To: carl@carlrogerslaw.com
Subject: RE: Lady Beaufort, LLC/Hird Island Investments, Inc. (9 Sams Point, Beaufort, SC)

Thanks, Carl. Call me on my cell (843.812.4939) if you need to do so.

From: Carl Rogers [mailto:carl@carlrogerslaw.com]
Sent: Tuesday, October 08, 2013 11:57 AM
To: 'James Kerr'
Cc: jmalinowski@palmettostatebank.com
Subject: RE: Lady Beaufort, LLC/Hird Island Investments, Inc. (9 Sams Point, Beaufort, SC)

I spoke to the Seller's lawyer, Derrick Gilbert, about him arranging for Chicago Title to write the title insurance for this transaction. He responded with skepticism that Chicago Title would require any less than what we presented to Mr. Fender yesterday. Nevertheless, I told him he needed to contact them to see if they are in fact willing to write the title insurance. I will let you know how they respond as soon as Derrick calls me back. I also told him that if Chicago Title will not issue the title insurance on this transaction then Mr. Fender can avoid signing personally by obtaining a current Certificate of Tax Compliance on his corporation from the SC Dept. Of Revenue. I will keep you posted.

D. Carl Rogers, Attorney At Law
D. Carlyle Rogers, Jr., P.C.
1417 Stuart Engals Blvd., Suite 200
Mt. Pleasant, SC 29464
Mailing Address:
P.O. Box 2468
Mt. Pleasant, SC 29465
T - (843) 762-5845
F - (843) 654-9425
carl@carlrogerslaw.com

000294

Carl Rogers

From: Carl Rogers [carl@carlrogerslaw.com]
Sent: Wednesday, October 09, 2013 10:47 AM
To: 'Derek Gilbert'
Cc: 'Christina Wilson'
Subject: RE: Hird Island Investments/Lady Beaufort
Attachments: Seller Closing Docs [rev 10-9-13] Hird Island-Lady Beaufort 10-7-13.pdf; Tax Compliance Certificate Request Form-Hird.docm

Derek:

I have not received an update from you to the request I made to you yesterday morning that you contact Chicago Title Insurance Company to see if they would issue the title insurance policies for this transaction. As I understand it, the Seller's president and shareholder is still not willing to: (1) take any action to reinstate the Seller corporation with the Georgia Secretary of State from its existing administratively dissolved status; or (2) sign the Affidavit And Indemnity Agreement personally. We can close this transaction and have the title insurance issued by FATIC without requiring the foregoing matters if: (1) the Seller executes and delivers the attached additional closing documents (NOTE: all of these documents are the same as the version that was emailed to your office on 10-7-13 except the Affidavit And Indemnity Agreement which has been revised to delete the personal indemnification from Mr. Fender. I am not aware of any other objections from Mr. Fender to these documents.); (2) the Seller obtains a current Certificate Of Tax Compliance from the SC Dept. of Revenue (This is the alternative that outlined in our previous conversation); (3) the Seller executes and delivers the Deed and other Seller closing documents that Christina Wilson previously emailed to me; & (4) the Seller otherwise complies with its obligations pursuant to the Contract.

I have also attached hereto the proposed form to Request a Certificate of Tax Compliance from the SC Dept. of Revenue. You will need to fill in Mr. Fender's social security number, have Mr. Fender sign the document and then send a \$60 check along with the signed original document to the SC Dept. of Revenue via overnight carrier at the following address:

South Carolina Department of Revenue
Tax Compliance Officer
301 Gervais Street
Columbia, SC 29214

As I previously indicated, the Buyer remains willing, ready and able to close this transaction as soon as the Seller satisfies the herein above described matters. Even if Chicago Title is still processing your request to issue the title insurance on this transaction, I would ask that you arrange for the attached Request a Certificate of Tax Compliance form to be completed, signed and sent out today for delivery to the SC Dept. of Revenue tomorrow.

Please contact me if you have any questions or need to discuss this matter further. Thanks.

D. Carl Rogers, Attorney At Law
D. Carlyle Rogers, Jr., P.C.
1417 Stuart Engals Blvd., Suite 200
Mt. Pleasant, SC 29464
Mailing Address:
P.O. Box 2468
Mt. Pleasant, SC 29465
T - (843) 762-5845
F - (843) 654-9425

Carl Rogers

From: Carl Rogers [carl@carlrogerslaw.com]
Sent: Thursday, October 10, 2013 5:08 PM
To: 'James Kerr'
Subject: RE: Hird Island Investments/Lady Beaufort

Jimmy:

Derek Gilbert, the Seller's attorney, called me back a short time ago to let me know there has been no change in Mr. Fender's position. However, he is going to call Mr. Fender again in the morning and try to talk some sense into him. I will keep you posted.

Carl Rogers

000296

3AW
10/10/2013

BEAUFORT COUNTY SC - ROD
BK 03278 PGS 3262-3264
FILE NUM 2013059645
10/10/2013 04:48:04 PM
REC'D BY R WEBB RCPT# 725550
RECORDING FEES 10.00
County Tax 269.50
State Tax 637.00

Prepared by:
Alysoun M. Eversole
Eversole Law Firm, P.C.
1509 King St.
Beaufort, SC 29902

DMP: R123-015-000-0605-0000

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **HIRD ISLAND INVESTMENTS, INC.** for and in consideration of the sum of **TWO HUNDRED FORTY-FIVE THOUSAND AND 00/100 (\$245,000.00) DOLLARS** to it in hand paid at and before the sealing of these presents by **INVERNESS, LLC**, Post Office Box 2238, Beaufort, SC 29901, in the state aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said **INVERNESS, LLC**, its successors and/or assigns forever, in fee simple, the following described real property, to-wit:

ALL that certain piece, parcel or tract of land, situate, lying and being on Lady's Island, Beaufort County, South Carolina, shown as Parcel "B", containing 2.99 acres, more or less, as shown on that certain plat prepared by David E. Gasque, RLS, dated November 28, 2007 and recorded in Plat Book 123 at Page 111 at the office of the Register of Deeds for Beaufort County, South Carolina. For a more complete description as to metes and bounds, courses and distances, reference may be had to the aforementioned plat of record.

SUBJECT TO those certain Reciprocal Easements recorded with the Register of Deeds Office for Beaufort County, South Carolina in Record Book 1523 at Page 1564 and Record Book 2218 at Page 1786.

FURTHER SUBJECT TO Retention/Detention and Drainage Easement Agreement recorded in Record Book 2672 at Page 38, aforesaid records.

Grantor hereby specifically assigns and conveys any and all developer rights that it may have in regard to the aforementioned property.

This being a portion of that property conveyed to the within-named Grantor by Deed of Yemassee Investments, LLC, Mellon-Anderson Group, LLC, Ausper Construction, Inc., Shammy creek, LLC, Wallace Creek, LLC, Kevin Clardy, Martha B. Fender and Arthur Mills Joy, dated December 15, 2000 and recorded with the Register of Deeds Office for Beaufort County, South Carolina in Record Book 1477 at Page 813 and by Deed of Tommy Granger, Jr., Addison D. Fender, Christina E. Wester, Shane Granger, Donna Thibault, Sherwood N. Fender, Sherwood N. Fender, Jr. and Veronica Clardy, dated December 15, 2000 and recorded with said Register of Deeds Office in Record Book 1477 at Page 821.

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 unto the said INVERNESS, LLC, its successors and/or assigns, and Grantor does hereby bind itself and its successors and/or assigns to warrant and forever defend all and singular said premises unto the said INVERNESS, LLC, its successors and assigns as hereinabove provided against Grantor and its successors and/or any person or

INTENTIONALLY LEFT BLANK

persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS its hand and seal this 10th day of October, 2013.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

HIRD ISLAND INVESTMENTS, INC.

Sherwood N. Fender
Witness 1
Deborah A. Rodgers
Witness 2

BY: Sherwood N. Fender
Sherwood N. Fender, President

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, (Notary) Deborah A. Rodgers do hereby certify that Sherwood N. Fender, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO BEFORE ME, this 10th day of October, 2013.

Deborah A. Rodgers
Notary Public for South Carolina
My Commission Expires: 4/1/14

D. Carlyle Rogers, Jr.,
Attorney At Law
D. Carlyle Rogers, Jr., P.C.
1417 Stuart Engals Blvd., Suite 200
Mt. Pleasant, SC 29464
Mailing Address:
P.O. Box 2468
Mt. Pleasant, SC 29465
T (843) 762-5845
F (843) 654-9425
carl@carlrogerslaw.com

October 14, 2013

Mr. Sherwood N. Fender, President
Hird Island Investments, Inc.
P.O. Box 1101
Beaufort, SC 29901

Re: Lady Beaufort, LLC vs. Inverness, LLC & Hird Island Investments, LLC

Dear Mr. Fender:

As you know, I am the attorney for Lady Beaufort, LLC ("Lady Beaufort"), the limited liability company that has a contract to purchase the property commonly known as 9 Sams Point Road, Beaufort, SC from Hird Island Investments, Inc. ("Hird"). The records of the Beaufort County ROD Office indicate that on October 10, 2013 Hird conveyed this property to Inverness, LLC by deed recorded on October 10, 2013 in Record Book 03278, at Page 3264. The sale of this property to Inverness, LLC is a direct, material breach by Hird of the terms of the Contract between Lady Beaufort and Hird dated August 19, 2013. On October 7, 2013 Lady Beaufort was ready, willing and able to close the transaction, but you, as the designated officer representing the Seller, refused to execute and deliver the Deed and all of the other documents required from Hird to close this transaction. As you may recall, there were a number of problems on the Seller's side including, but not limited to, Hird's administrative dissolution by the Georgia Secretary of State, your refusal to take any action to reinstate Hird as an active existing corporation with the Georgia Secretary of State so that a current certificate of existence could be issued and Hird's failure to comply with S.C. Code Section 12-54-124 to avoid a tax lien being filed against the property after closing for any of Hird's unpaid taxes. During the couple of days following October 7th, Derrick Gilbert, as attorney for Hird, continued to negotiate the possible settlement of this dispute on its behalf and my office provided revised Seller closing documents to him in response to his comments, but at no time was a notice terminating the subject Contract given by either party to the other party. Clearly the subject Contract remains in full force and effect and Hird is now in default on a number of grounds including, but not limited to, Hird's failure to properly close the transaction and the sale of the subject property to Inverness, LLC.

As a result of Hird's default and the above described transfer to Inverness, LLC, Lady Beaufort is filing the enclosed Lis Pendens with the Beaufort County Clerk of Court's Office and will be taking the appropriate legal action with respect to this property unless Hird satisfies the conditions of the Contract and properly closes on its sale of this property to Lady Beaufort by October 22, 2013. As a part of its

000300

Sherwood N. Fender

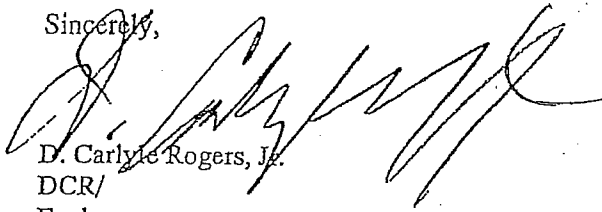
October 14, 2013

Page 2

remedies, Lady Beaufort will be entitled to recover its costs and attorneys fees incurred as a result of Hird's default.

I am sending a copy of this letter to Derek Gilbert, Hird's attorney in connection with this transaction. If either of you have any questions regarding any of the foregoing or wish to discuss this matter, please call me at (843) 762-5845.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Carlyle Rogers, Jr.", is written over the typed name.

D. Carlyle Rogers, Jr.

DCR/

Enclosures

cc: Derek C. Gilbert, Esq., Gilbert Law Firm LLC

000301

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

LADY BEAUFORT, LLC, and
TIDELAND REALTY, INC.,

Plaintiffs,

v.

INVERNESS, LLC, and HIRD
ISLAND INVESTMENTS, INC.,

Defendants.

INVERNESS, LLC,

Plaintiff,

v.

LADY BEAUFORT, LLC,

Defendant.

IN THE COURT OF COMMON PLEAS

(Case No. 2014-CP-07-00052)

(Case No. 2014-CP-07-00061)

SETTLEMENT AGREEMENT & MUTUAL
RELEASE

WHEREAS, Lady Beaufort, LLC ("Lady Beaufort"), on August 19, 2013, contracted to buy and Hird Island Investments, Inc. ("Hird Island") contracted to sell 2.9 acres of real property located in Beaufort, SC, with an address of 9 Sams Point Road (TMS # 123 01500006050000) (the "Property");

WHEREAS, Hird Island failed to sell and convey the Property to Lady Beaufort and instead conveyed it to a third-party, Inverness, LLC ("Inverness");

WHEREAS, Lady Beaufort and Tideland Realty, Inc. ("Tideland") filed suit in the Court of Common Pleas in Beaufort County against Inverness and Hird Island (Case No. 2014-CP-07-00052) and Inverness and Hird Island counterclaimed;

WHEREAS, Inverness filed suit in the Court of Common Pleas in Beaufort County against Lady Beaufort (Case No. 2014-CP-07-00061);

WHEREAS, the aforementioned cases were consolidated by Order of the Honorable Marvin H. Dukes, III (Civil Action Numbers 2014-CP-07-00052 and 2014-CP-07-00061 are collectively referred to as the "Consolidated Cases");

WHEREAS, Tideland and Lady Beaufort on the one hand and Inverness on the other desire to fully and finally settle their respective claims against each other.

TIDE LAND, LADY BEAUFORT, AND INVERNESS ("THE SETTLING PARTIES")
AGREE AS FOLLOWS:

1. Inverness has agreed to sell and Lady Beaufort has agreed to buy the Property for the purchase price of Two Hundred Eighty Five and No/100 (\$285,000.00). The terms of the sale are more particularly described in the contract of sale and purchase having an Effective Date of May 27, 2014 (the "Contract"), a copy of which is attached hereto as "Exhibit A" and incorporated herein.
2. The Settling Parties hereby, release and discharge each other, their respective agents, principals, representatives, employees, whether herein named or referred to or not, and who together with the above names, may be jointly or severally liable to the undersigned from all claims, debts, demands, rights, actions, causes of action, and liabilities whatsoever, both in law and equity, more especially all such damages and injuries sustained by the Settling Parties as a result of, or in any way connected with Civil Action Numbers 2014-CP-07-00052 and 2014-CP-07-00061, including all claims encompassed and which could have been encompassed therein. It is understood that this Release applies to unknown and unanticipated actions and damages resulting from the aforesaid claims, counterclaims,

and third-party claims, as well as those not disclosed. Notwithstanding the foregoing, all rights and claims which Inverness and/or Lady Beaufort may have pursuant to the terms of the Contract are specifically reserved and Lady Beaufort specifically reserves any and all of its claims against Hird Island and does not agree to release its claims against Hird Island or dismiss the claims currently pending against Hird Island in the Consolidated Cases.

3. The Settling Parties agree to a dismissal with prejudice of Civil Action Number 2014-CP-07-00061.
4. The Settling Parties Agree to dismiss with prejudice their claims against each other in Civil Action Number 2014-CP-07-00052.
5. It is understood and agreed that this Mutual Release is the compromise of doubtful and disputed claims and the payment and dismissal recited herein shall not be construed in any manner or for any purpose whatsoever as an admission of liability on the part of the entities and individuals released hereby, by whom liability is expressly denied.
6. Each individual or entity that is a party to this Mutual Release agrees to be responsible for any attorney fees and/or costs incurred by that individual or entity in prosecuting and/or defending the above-referenced civil action and in the preparation and completion of all documents pertaining to this settlement and to this release.
7. If this agreement or material part thereof shall be set aside, modified or invalidated by order of any court of competent jurisdiction, all consideration exchanged hereunder, shall be repaid and the parties shall be restored to the status which they occupied prior to the execution of this agreement. In that event, each party agrees to execute any documents, repay funds, and take any necessary action to accomplish this end.

8. The laws of the State of South Carolina shall govern this Mutual Release and all matters pertaining to its validity, construction, interpretation, and effect. This Mutual Release was drafted with the full participation of the parties. Accordingly, if there is any ambiguity in this release, it should not be resolved against any particular party, but rather should be resolved by a fair reading of what the release intends to provide.
9. The undersigned state that they have read the foregoing Mutual Release and know the contents thereof and sign the same as their own free and voluntary act.
10. This Mutual Release contains the entire agreement between the parties.
11. The terms of this Mutual Release are contractual and not a mere recital.

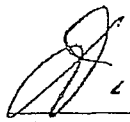
IN WITNESS WHEREOF, the parties set their hands and seal as of this 30th day of May, 2014.

Inverness, LLC

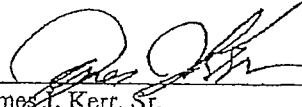
Witness

By: _____
Robert L. Sample
Its: Sole Member

Lady Beaufort, LLC



Witness

By: 
James J. Kerr, Sr.
Its: Sole Member & Manager

Tideland Realty, Inc.

Witness

By: _____
Its: _____

8. The laws of the State of South Carolina shall govern this Mutual Release and all matters pertaining to its validity, construction, interpretation, and effect. This Mutual Release was drafted with the full participation of the parties. Accordingly, if there is any ambiguity in this release, it should not be resolved against any particular party, but rather should be resolved by a fair reading of what the release intends to provide.
9. The undersigned state that they have read the foregoing Mutual Release and know the contents thereof and sign the same as their own free and voluntary act.
10. This Mutual Release contains the entire agreement between the parties.
11. The terms of this Mutual Release are contractual and not a mere recital.

IN WITNESS WHEREOF, the parties set their hands and seal as of this 30th day of May, 2014.

Inverness, LLC

Witness

By: _____
Robert L. Sample
Its: Sole Member

Lady Beaufort, LLC

Witness

By: _____
James J. Kerr, Sr.
Its: Sole Member & Manager

Tideland Realty, Inc.

Shayne Bell
Witness

By: Matt F...
Its: President

- IN WITNESS WHEREOF, the parties set their hands and seal as of this 30th day of May,

Exhibit "A" to Settlement Agreement & Mutual Release

STATE OF SOUTH CAROLINA }
COUNTY OF BEAUFORT }

CONTRACT OF SALE AND PURCHASE

THIS CONTRACT OF SALE AND PURCHASE (the "Agreement") is made and entered into as of the date this Agreement is executed by both the herein below defined Seller and Buyer and an executed counterpart hereof is delivered to Buyer (the "Effective Date") by and between Luviness, LLC, a South Carolina limited liability company (the "Seller") and Lady Beaufort, LLC, a South Carolina limited liability company (the "Buyer").

WITNESSETH:

In consideration of the mutual covenants and agreements set forth below to be kept and performed, the sum of Ten and No/100ths (\$10.00) Dollars, and other good and valuable consideration passing between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree that Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property described below for the price and upon the terms and conditions specified below:

1. **THE PROPERTY.** Seller agrees to sell, convey, assign, transfer and deliver to Buyer and Buyer agrees to purchase, acquire and take from Seller the tract of land containing approximately 2.99 acres located at 9 Sams Point in Beaufort County, South Carolina being more particularly described in Exhibit "A" attached hereto, together with all improvements thereon (if any), all hereditaments and appurtenances thereunto belonging or in any way appertaining including, but not limited to, all rights and appurtenances pertaining to the foregoing tract of land, including any right, title and interest of Seller in and to adjacent streets, alleys or any easements or rights-of-way, and all development rights, approvals and permits in connection therewith (collectively the "Property");

2. **PURCHASE PRICE.** The total purchase price (the "Purchase Price") for the Property shall be Two Hundred Eighty Five & No/100ths (\$285,000.00) Dollars. The Purchase Price shall be paid by the Buyer by wire transfer or certified funds at Closing in accordance with the terms of this Agreement.

3. **CONDITION OF PROPERTY INSPECTION.** The Property is being sold to the Buyer in its "AS IS" condition as of the Effective Date. Between the Effective Date and the Closing Date, Seller will continue to maintain the Property in its present condition and repair subject to normal wear and tear.

4. **SELLER'S REPRESENTATIONS AND WARRANTIES.** To induce Buyer to enter into this Agreement and to purchase the Property being conveyed hereunder, Seller represents and warrants as follows:

[Handwritten signature]

000308

- (a) The Property is owned beneficially and of record by Seller and Seller has full capacity, power and authority to convey the Property to Buyer in accordance with the terms and conditions of this Agreement;
- (b) There are no contracts of sale, leases, options to purchase, rights of first refusal or any agreements which affect the Property and will survive Closing other than the Permitted Exceptions (as hereafter defined);
- (c) Seller has not received written notice of any actions, suits or proceedings pending or threatened before any court, agency, governmental authority or arbitrator related to the Property;
- (d) The Property is the Seller's only asset and the Seller did not generate any income during 2013;
- (e) To the best of Seller's knowledge, the Property has not previously been used as a landfill or as a dump for garbage or refuse, or as a site where Hazardous Materials have been generated, stored, disposed of or treated. For purposes hereof, "Hazardous Materials" includes, without limitation, any flammable explosives, radio-active materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, as amended, and in any regulations adopted and publications promulgated pursuant thereto or any other federal, state or local environmental laws, ordinances, rules or regulations. Seller has not received notice from DHEC or EPA that the Property has been identified by any federal, state or local agency as a site requiring environmental investigation or clean up or that a neighboring property has been used in the generation, storage or disposal of Hazardous Materials. Furthermore, to the best of Seller's knowledge, there are no underground storage tanks located on or under the Property; and
- (f) None of the representations or warranties of Seller contained in this Agreement and no documents furnished in connection herewith or in connection with the transactions contemplated hereby, contain, or at the Closing will contain, any untrue statement of a material fact necessary to make the statements of fact herein and therein not misleading.

5. **CLOSING AND DELIVERY OF POSSESSION.** The closing of the transaction contemplated by this Agreement (the "Closing") shall take place no later than 10 days after the Effective Date (the "Closing Date"). Closing shall be held at the office of Buyer's closing attorney, but Seller may elect to deliver the deed and all of its closing documents via overnight carrier or courier.

At Closing, Seller shall convey the Property to Buyer in accordance with the terms of this Agreement. The Seller's net proceeds shall not be released to Seller until Buyer's closing attorney updates title to the Property, confirms that there are no title exceptions except the Permitted

Handwritten signature/initials

Exceptions (as defined in Section 10, herein), and records the deed(s) for the Property, all within one (1) Business Day following Closing. Upon the consummation of the Closing, Buyer shall be entitled to possession of the Property.

6. **CONVEYANCE; CLOSING DOCUMENTS.** At the Closing, Seller shall cause to be conveyed to Buyer, by a general warranty deed, good and marketable insurable fee simple title to the Property free and clear of all defects, claims, liens and encumbrances except the Permitted Exceptions (as hereinafter defined in Section 10, hereof). The foregoing warranty deed shall include an assignment and conveyance of any and all developer rights it may have in regard to the Property.

At Closing, Seller shall also execute and deliver to Buyer the following:

- (a) An affidavit reflecting whether Seller is a foreign or non-foreign person or entity in accordance with the provisions of the Internal Revenue Code and Internal Revenue Service Regulations;
- (b) An owner's/seller's affidavit reasonably satisfactory to the title insurance company (the "Title Insurer") issuing the title insurance on the Property to the Buyer and/or its lender, in order to delete from the title policy (the "Title Policy") to be issued the standard printed exceptions relating to mechanics' liens and parties in possession;
- (c) Proof of cancellation of all agreements affecting the Property which would extend beyond the Closing Date which are not expressly assumed by the Buyer;
- (d) The following documents of Seller which authorize the sale of the Property to Buyer and the execution of all closing documents by Seller as are required by the Title Insurer issuing the Title Policy to Buyer and/or its lender:
 - (1) Copy of Articles of Organization for Seller and all amendments certified by Seller;
 - (2) Copy of the resolutions of Seller's members and manager (if applicable) authorizing the transaction contemplated by this Agreement certified by Seller; &
 - (3) Copy of Operating Agreement and all amendments certified by Seller;
- (e) Certificate of Existence for Seller issued by South Carolina Secretary of State no more than 30 days prior to Closing;
- (f) Closing Statement;
- (g) A South Carolina Withholding Affidavit;

- (h) Such other instruments as are necessary or reasonable to consummate the transaction contemplated by this Agreement, including such documents as are necessary to cause the Title Insurer to issue the Title Policy.

7. **EXISTING LITIGATION DOCUMENTS.** At the Closing, Seller and Buyer shall also execute and deliver, or cause their respective attorneys of record to execute and deliver, the following documents: (a) the documents required to dismiss with prejudice the pending litigation between the parties in Beaufort County, SC Case # 2014-CP-07-00061; and (b) a mutual release in a form and content acceptable to the Seller and Buyer releasing each other from all claims, damages, etc. in connection with the existing litigation.

8. **EXPENSES.** In addition to other provisions for the payment of the expenses contained in this Agreement, Seller shall pay for Seller's attorney's fees, the cost of preparing the warranty deed, the transfer fees (30% of deed stamps) on the warranty deed and all costs necessary to deliver title to the Property in accordance with the terms of this Agreement including recording of all satisfactions and property taxes to the day of Closing. The Buyer shall pay for the cost of recording the warranty deed, the cost of the title examination and title insurance, the cost of any inspections on the Property conducted by the Buyer, Buyer's attorney's fees and other fees and expenses incurred by Buyer in connection with acquiring the Property.

9. **PRORATIONS.** All taxes (including applicable user fees), assessments and any other expenses or income affecting the Property shall be prorated as of the date of Closing. Taxes shall be prorated based upon the best information available. Prorations at Closing shall not be final unless the tax bill on the Property for the year of Closing is available on or before Closing. If the tax bill for the year of Closing is not available on or before Closing, Seller and Buyer shall re-prorate said taxes within thirty (30) days after receipt of the tax bill on the Property for the year of Closing.

10. **MATTERS TO WHICH THE DEED MAY BE SUBJECT.** The Property is being sold subject to the following Permitted Exceptions and, appropriate provisions shall be contained in the warranty deed and other closing documents from the Seller to the Buyer making the same subject to the following matters (the "Permitted Exceptions"):

- (a) Ad valorem real property taxes for the year of Closing and all subsequent years; provided, however, the Seller shall nevertheless be responsible for his prorated share of said taxes through the date of Closing.
- (b) Any easements, covenants and/or restrictions of record in the Beaufort County, SC records prior to the Effective Date; and
- (c) any matters which would be disclosed by a current survey of the Property which do not materially interfere with the Intended Use of the Property, but specifically excluding any such matters arising after the date of the Survey of the Property.

11. **CONDEMNATION.** If, prior to Closing, Seller receives notice of any eminent domain proceedings or notice of the intention of any governmental or quasi-governmental

authority to initiate eminent domain proceedings, or if any such proceedings commence or an actual condemnation or taking of the Property, or any portion thereof occurs, Seller shall promptly notify Buyer in writing. Within five (5) days following Seller's notice, Buyer may elect to either terminate this Agreement or continue this Agreement in full force and effect. In the event the Buyer elects to terminate this Agreement, in the event the Buyer elects to continue this Agreement in full force and effect, the Seller shall at Closing assign to Buyer all of its rights in and to any such condemnation awards or proceedings.

12. **BROKERS.** The Seller and Buyer represent and warrant each to the other that neither the Seller nor the Buyer has dealt or consulted with any real estate broker in connection with the transaction contemplated by this Agreement. Without limiting the effect of the foregoing, Seller hereby agrees to indemnify and hold Buyer harmless from any claim or demand made by any real estate broker or agent claiming to have dealt or consulted with Seller contrary to the foregoing representation of this Agreement, and the closing of the transaction contemplated hereunder. Similarly, Buyer hereby agrees to indemnify and hold Seller harmless against any claims or demands made by any real estate broker or agent claiming to have dealt or consulted with Buyer contrary to the foregoing representation of this Agreement and the closing of the transaction contemplated hereunder.

13. **DEFAULT BY THE SELLER.** In the event Seller shall fail to perform or comply with any covenant, agreement or condition contained in this Agreement for any reason other than Buyer's default and fail to cure such breach within ten (10) days after written notice thereof, then Seller shall be in default hereunder and Buyer may, at its option:

- (a) terminate this Agreement; and/or
- (b) proceed at law and/or in equity to enforce the Buyer's rights under this Agreement including, but not limited to, the right of specific performance and/or seek damages.

14. **DEFAULT BY THE BUYER.** In the event Buyer shall fail to perform or comply with any covenant, agreement or condition contained in this Agreement for any reason other than Seller's default and fail to cure such breach within ten (10) days after written notice thereof, then Buyer shall be in default hereunder and Seller may, at its option:

- (a) terminate this Agreement; and/or
- (b) proceed at law and/or in equity to enforce the Seller's rights under this Agreement including, but not limited to, the right of specific performance and/or seek damages.

15. **TIME, TIME IS OF THE ESSENCE** with respect to each and every provision of this Agreement; provided, however, any time period provided for herein which shall end on a Saturday, Sunday or legal holiday of the U.S. federal government or the state of South Carolina, shall extend to 6:00 P.M. of the next full Business Day. For purposes of this Agreement, a "Business Day" shall refer to a day other than a Saturday, Sunday or legal holiday of the U.S. federal government or the state of South Carolina.

Handwritten signature/initials

16. **NOTICES.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served either by: (1) delivery via courier; or (2) by facsimile copy thereof.

Notice given in accordance herewith shall be effective upon receipt at the address of the addressee; provided, however, in the case of a notice via facsimile, such notice shall be deemed effective on the day transmitted to the addressee if transmitted no later than 5 p.m. on a Business Day, or if transmitted after 5 p.m. on Business Day or if transmitted on a non-Business Day, such notice shall be deemed effective on the next Business Day. For purposes of notice, the addresses of the parties shall be as follows or such other address as a party may hereafter designate pursuant to this Section:

If to the Seller:

Inverness, LLC
PO Box 2438
Charleston, SC 29901
Telephone No.: (843) 476-9639
Facsimile No.: (843) _____

With a copy to:

Everette Law Firm
1509 King St. Charleston, SC 29902
Telephone No.: (843) 379-3333
Facsimile No.: (843) _____

If to Buyer:

Lady Beaufort, LLC
Attn: James J. Ker
2409-A Mall Drive
N. Charleston, SC 29485
Telephone No.: (843) 345-8169
Facsimile No.: (843) 735-7580

With a copy to:

D. Carlyle Rogers, Jr., Esq.,
1417 Stuart Bungalows Blvd., Suite 200
Mt. Pleasant, SC 29464
Telephone: (843) 762-5845
Facsimile No.: (843) 654-9425

17. **MISCELLANEOUS PROVISIONS.**

- (a) **Authority.** The individual(s) executing this Agreement on behalf of the Seller and Buyer represent and warrant that they have the power and authority to execute this Agreement on behalf of the applicable party and to bind that party to the terms and conditions of this Agreement.

FOR

- (b) Counterparts. Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument.
- (c) Choice of Law. This Agreement is to be governed by, enforced and construed in accordance with the laws of the State of South Carolina regardless of conflict of laws principles.
- (d) Assignment. Buyer may assign its rights and obligations pursuant to this Agreement, in whole or in part, to another party without the Seller's consent; provided, however, no such assignment shall relieve the Buyer of its obligations hereunder.
- (e) Entire Agreement. This Agreement contains the entire agreement between Seller and Buyer and cannot be varied or modified except by written instrument signed by both parties hereto. The parties further agree that there are no other written or oral agreements, understandings, representations, or warranties which have not been expressly set forth herein. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto except as otherwise stated herein.
- (f) Attorney's Fees. If any litigation shall be instituted for the purpose of enforcing or interpreting any of the provisions of this Agreement, the prevailing party or parties, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection therewith, including, without limitation, reasonable legal expenses (including but not necessarily limited to fees for services of attorneys, paralegals and legal assistants) at the trial level and in connection with all appellate proceedings and any bankruptcy proceedings.
- (g) Waiver. No waiver hereunder of any condition or breach shall be deemed to be a continuing waiver or a waiver of any subsequent breach.
- (h) Headings. Headings used hereunder are for convenience only and do not constitute a substantive part of this Agreement.
- (i) Survival of Agreement. The terms of this Agreement including, but not limited to, the warranties and representations made herein, shall survive the Closing hereof and shall not merge with the delivery of the deed(s) and related documents.
- (j) Interpretation Presumption. The parties represent and warrant to one another that each has, by counsel or otherwise, actively participated in the finalization of this Agreement, and in the event of a dispute concerning the interpretation of this Agreement, each party hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the provision or document.

Witnesses as to Seller:

[Signature]

SELLER: Inverness, LLC

BY: [Signature]

ITS: Owner

Dated: May 23, 2014

Witnesses as to Buyer:

[Signature]

BUYER: Lady Beaufort, LLC

BY: [Signature]
James J. Karl

ITS: Sole Member & Manager

Dated: 5-27-14

[Handwritten initials]

Exhibit "A"

ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island, Beaufort County, South Carolina, containing 2.99 acres, more or less, being shown and designated as PARCEL "B" on a plat entitled 'LOT LINE REVISION AND RECONFIGURATION OF PARCEL R123-014-123 & R123-015-0605 PREPARED FOR HIRD ISLAND INVESTMENTS LADY'S ISLAND BEAUFORT COUNTY-----SOUTH CAROLINA' prepared by David B. Gasque, RLS of Gasque & Associates, Inc. dated November 28, 2007 and recorded on January 14, 2008 in Plat Book 123, at Page 111. For a more accurate description of said property as to metes, bounds, courses, and distances, reference may be had to the aforementioned plat of record.

The foregoing property is the same property conveyed to Inverness, LLC by deed of Hird Island Investments, Inc. dated October 10, 2013 and recorded on October 10, 2013 in Record Book 03274 at Page 2262 in the office of the Register of Deeds for Beaufort County, South Carolina.

DMP/TMS# R123-015-000-0605-0000

000316

A. Settlement Statement

U.S. Department of Housing
and Urban Development

HUD-1 (3/86) OMB No. 2502-0285

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins.
4. ☐ VA 5. ☐ Conv. Ins.

6. File Number

2014-173

7. Loan Number

8. Mortgage Insurance Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower

Lady Beaufort, LLC
2409-A Mall Drive
N. Charleston, SC 29485

E. Name and Address of Seller

Inverness, LLC
P.O. Box 2238
Beaufort, SC 29901

F. Name and Address of Lender

Palmetto State Bank
145 Lady's Island Drive
Beaufort, SC 29901

G. Property Location

9 Sams Point
Beaufort, SC 29907

H. Settlement Agent

D. Carlyle Rogers, Jr., P.C.

Place of Settlement

D. Carlyle Rogers, Jr., P.C.
1417 Stuart Engals Blvd.,
Suite 200
Mt. Pleasant, SC 29464

I. Settlement Date

05/30/14

J. Summary of Borrower's Transaction

100. Gross Amount Due From Borrower

101. Contract sales price

285,000.00

102. Personal property

103. Settlement charges to borrower (line 1400)

4,202.00

104.

105.

Adjustments for items paid by seller in advance

106. City/town taxes to

107. County taxes to

108. Assessments to

109.

110.

111.

112.

120. Gross Amount Due From Borrower

289,202.00

200. Amounts Paid By Or In Behalf Of Borrower

201. Deposit or earnest money

202. Principal amount of new loan(s)

310,000.00

203. Existing loan(s) taken subject to

204.

205.

206.

207.

208.

209.

Adjustments for items unpaid by seller

210. City/town taxes to

211. County taxes 01/01/14 to 05/30/14

2,112.20

212. Assessments to

213.

214.

215.

216.

217.

218.

219.

220. Total Paid By/For Borrower

312,112.20

300. Cash At Settlement From/To Borrower

301. Gross Amount due from borrower (line 120)

289,202.00

302. Less amounts paid by/for borrower (line 220)

(312,112.20)

303. Cash

☐ From☒ To Borrower

22,910.20

K. Summary of Seller's Transaction

400. Gross Amount Due To Seller

401. Contract sales price

285,000.00

402. Personal property

403.

404.

405.

Adjustments for items paid by seller in advance

406. City/town taxes to

407. County taxes to

408. Assessments to

409.

410.

411.

412.

420. Gross Amount Due To Seller

285,000.00

500. Reductions In Amount Due To Seller

501. Excess deposit (see Instructions)

502. Settlement charges to seller (line 1400)

7,499.80

503. Existing loan(s) taken subject to

504. Payoff of first mortgage loan

505.

506.

507.

508.

509.

510.

511.

512.

513.

514.

515.

516.

517.

518.

519.

520. Total Reduction Amount Due To Seller

9,612.00

600. Cash At Settlement To/From Seller

601. Gross amount due to seller (line 420)

285,000.00

602. Less reductions in amt. due seller (line 520)

(9,612.00)

603. Cash

☒ To☐ From Seller

275,388.00

000317

L. Settlement Charges

Settlement Statement Page 2

700. Total Sales/Broker's Commission based on price \$	@	% =		
Division of Commission (line 700) as follows:			Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
701. \$	to			
702. \$	to			
703. Commission paid at Settlement				
704.				
800. Items Payable In Connection With Loan				
801. Loan Origination Fee	%			
802. Loan Discount	%			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee				
806. Mortgage Insurance Application Fee to				
807. Assumption Fee				
808. Documentation Fee to Palmetto State Bank			50.00	
809.				
810.				
811.				
812.				
813.				
814.				
900. Items Required By Lender To Be Paid In Advance				
901. Interest from	to	@ \$ /day		
902. Mortgage Insurance Premium for	months to			
903. Hazard Insurance Premium for	years to			
904.	years to			
905.				
1000. Reserves Deposited With Lender				
1001. Hazard Insurance	months @ \$	per month		
1002. Mortgage Insurance	months @ \$	per month		
1003. City property taxes	months @ \$	per month		
1004. County property taxes	months @ \$	per month		
1005. Annual assessments	months @ \$	per month		
1006.	months @ \$	per month		
1007.	months @ \$	per month		
1008. Aggregate adjustment	months @ \$	per month		
1100. Title Charges				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to			
1103. Title examination	to Paralegal Services/DCR PC		685.00	
1104. Title Insurance binder	to D. Carlyle Rogers, Jr., P.C.		225.00	
1105. Document preparation	to			
1106. Notary fees	to			
1107. Attorney's fees	to D. Carlyle Rogers, Jr., P.C.		2,250.00	
(includes above items numbers:)				
1108. Title Insurance	to First American Title Insurance Company		850.00	
(includes above items numbers:)				
1109. Lender's coverage	\$ 310,000.00			
1110. Owner's coverage	\$ 310,000.00			
1111.				
1112.				
1113. Seller's Attorneys Fees to Eversole Law Firm				400.00
1200. Government Recording and Transfer Charges				
1201. Recording fees: Deed \$10.00 ; Mortgage \$ 16.00 ; Release \$			26.00	
1202. City/county tax/stamps: Deed \$ 1,054.50 ; Mortgage \$				1,054.50
1203. State tax/stamps: Deed \$; Mortgage \$				
1204.				
1205.				
1300. Additional Settlement Charges				
1301. Survey	to			
1302. Pest inspection to				
1303. Seller Certificate of Existence to SC Secretary of State				20.00
1304. 2013 Delinquent Taxes to Beaufort County Treasurer				6,025.30
1305. Misc. Exp. [Copies, courier, etc.] to D. Carlyle Rogers, Jr., P.C.			115.00	
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			4,202.00	7,499.80

000318

Settlement Statement Page 3

This page is attached to and made part of the Settlement Statement in the matter described on Page 1 of the Settlement Statement.

I have carefully reviewed this Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

Borrower(s) Lady Beaufort, LLC

Seller(s) Inverness, LLC

By: James J. Kerr, Sr.
Its: Sole Member & Manager

By: Robert L. Sample
Its: Sole Member

The Settlement Statement which I have prepared is a true and accurate account of funds received and funds disbursed or to be disbursed for this transaction.

05/30/14

D. Carlyle Rogers, Jr., Settlement Agent

This page is attached to and made part of the Settlement Statement in the matter described on Page 1 of the Settlement Statement.

I have carefully reviewed this Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

Borrower(s)

Seller(s)

Inverness, LLC

By: Robert L. Sample
Is: Sole Member

The Settlement Statement which I have prepared is a true and accurate account of funds received and funds disbursed or to be disbursed for this transaction.

05/30/14

D. Carlyle Rogers, Jr., Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

000320

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) SELLER'S AFFIDAVIT-
) INVERNESS, LLC

Personally appeared before me the undersigned Robert L. Sample (hereinafter the "Deponent"), who being duly sworn, depose and say as follows as of the date hereof:

1. That Robert L. Sample is the sole member of Inverness, LLC, a South Carolina limited liability company (the "Company"); that there are no other members or any manager of the Company; that no new members have been admitted to the Company; and that no member has assigned his/her interest, died or been adjudicated as bankrupt or disassociated from the Company.

2. The Company is a limited liability company organized under the laws of South Carolina and has not been dissolved.

3. Attached as Exhibit "A" to this Affidavit is a true, correct, and complete copy of the Articles of Organization of the Company, as the same exist as of the date of this Affidavit; and

4. Attached as Exhibit "B" to this Affidavit is a true, correct, and complete copy of the Operating Agreement of Company, as the same exists as of the date of this Affidavit;

5. Attached as Exhibit "C" to this Affidavit is a true, correct, and complete copy of the resolutions duly and validly adopted by unanimous written consent of the Company's Sole Member in connection with the sale of the below defined Property, as the same exists as of the date of this Affidavit;

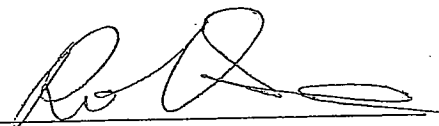
6. That Robert L. Sample, the Company's Sole Member, has the power and authority to act on behalf of the Company in connection with the Company's contract (the "Contract") with Lady Beaufort, LLC (the "Buyer"), with regard to the sale of the property commonly known as 9 Sams Point in Beaufort County, SC and more particularly described in Exhibit "D" attached to this Affidavit (the "Property").

7. That neither the execution or delivery by the Company of the documents related to the Contract, nor the consummation by the Company of the transactions therein contemplated, and the fulfillment by the Company of the terms and provisions thereof applicable to it will conflict with, violate or result in a breach of any material terms, conditions or provisions of the Company's Articles Of Organization, the Company's Operating Agreement or any judgment, order, or decree of any court or arbitrator, to which the Company is a party, or conflict with or constitute a material

breach of the terms, condition, or provisions or constitute a default under any material contract, undertaking, indenture or other agreement or instrument by which the Company or the Property is bound or to which the Company is a party or under any law (including laws relating to usury) or governmental regulation.

The undersigned Deponent expressly acknowledges and agrees that this Affidavit is made for the benefit of, and may be relied upon, by the Buyer, the Buyer's closing attorney, D. Carlyle Rogers, Jr., P.C. and the Buyers' title insurance company, First American Title Insurance Company, and their respective successors and assigns.

This Affidavit is partially given to induce First American Title Insurance Company to issue its title insurance policy or policies in connection with the sale of the Property by the Company to the Buyer, the undersigned Deponent agrees to indemnify and hold First American Title Insurance Company harmless of and from any and all loss, cost, damage and expense of every kind, including ,but not limited to, reasonable attorney's fees, which First American Title Insurance Company shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, directly or indirectly, as a result of any misrepresentation herewith.


Robert L. Sample

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 30th DAY OF MAY, 2014.


Notary Public for South Carolina

My commission expires: 4/25/2024

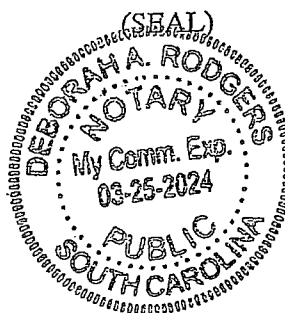


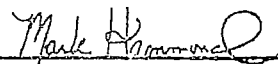
EXHIBIT "A"

Articles of Organization
(See Attached Copy)

000323

STATE OF SOUTH CAROLINA
SECRETARY OF STATE
ARTICLES OF ORGANIZATION
Limited Liability Company – Domestic
Filing Fee - \$110.00

OCT 10 2013


SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to S.C. Code of Laws §33-44-202 and §33-44-203.

1. The name of the limited liability company (Company ending must be included in name*)

INVERNESS, LLC

***NOTE:** The name of the limited liability company must contain one of the following endings: "limited liability company" or "limited company" or the abbreviation "L.L.C.", "LLC", "L.C." "LC", or "Ltd. Co."

2. The address of the initial designated office of the limited liability company in South Carolina is

PO BOX 2238

Street Address

BEAUFORT

29901

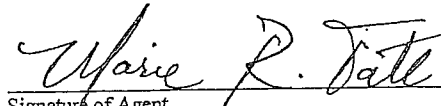
City

Zip Code

3. The initial agent for service of process is

MARIE R. TATE

Name


Signature of Agent

and the street address in South Carolina for this initial agent for service of process is

12 FAIRFIELD RD., UNIT 3A

Street Address

LADY'S ISLAND

29907

City

Zip Code

List the name and address of each organizer. Only one organizer is required, but you may have more than one.

- (a) MARIE R. TATE

Name

PO BOX 2238

Street Address

BEAUFORT

SC

29901

City

State

Zip Code

- (b)

Name

Street Address

City

State

Zip Code

000324

Form Revised by South Carolina
Secretary of State, July 2012

Mark Hammond

131011-0109
INVERNESS, LLC

FILED: 10/10/2013

Filing Fee: \$110.00 ORIG

South Carolina Secretary of State

5. ☐ Check this box only if the company is to be a term company. If the company is a term company, provide the term specified. _____
6. ☐ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, include the name and address of each initial manager.
- (a) _____
Name

Street Address

City State Zip Code
- (b) _____
Name

Street Address

City State Zip Code
7. ☐ Check this box only if one or more of the members of the company are to be liable for its debts and obligations under §33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members. This provision is optional and does not have to be completed.
8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time.

9. Any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement may be included on a separate attachment. Please make reference to this section if you include a separate attachment.
10. Each organizer listed under number 4 must sign.

Marie D. Tate
Signature of Organizer

9 October 2013
Date

Signature of Organizer

Date

EXHIBIT "B"

Operating Agreement
(See Attached Copy)

000326

State of South Carolina

County of Beaufort

)
)
)

Operating Procedures

WHEREAS, INVERNESS, LLC is currently a single member limited liability company. Its sole member, Robert L. Sample, desires to formulate and memorialize the company's policies and procedures with regard to the operation of its business on this 9th day of October, 2013.

DEFINITIONS

"Act" means the Uniform Limited Liability Company Act of 1996 and any successor statute as amended from time to time.

"Articles" means the articles of organization filed with the Secretary of State of South Carolina by which INVERNESS, LLC was organized as a South Carolina limited liability company under and pursuant to the Act.

"Code" means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

"Company" means INVERNESS, LLC, a South Carolina limited liability company.

"Company Liability" means any enforceable debt or obligation for which the company is liable for which is secured by any Company Property.

"Member" means any Person executing the Articles, this Operating Agreement, or hereafter admitted to the Company as a Member as provided in this Operating Agreement, but does not include any Person who has ceased to be a Member in the Company.

"Membership" means any Member's interest in the Company, including, without limitation, rights to distributions (liquidating or otherwise), allocations, information, and to consent or approve.

"Net Losses" means the losses and deductions of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on a tax return of the Company filed for federal income tax purposes.

"Net Profits" means of the income and gains of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

"Operating Agreement" has the meaning given that term in the introductory paragraph.

"Person" includes an individual, partnership, limited partnership, limited liability company, foreign limited liability company, trust, state, corporation, custodian, trustee, executor, administrator, nominee or entity in a representative capacity.

"Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative.

"Property" means appliances and equipment contributed to the company and any other items owned hereafter in the company's name.

Other terms defined herein have the meanings so given them.

PURPOSES; CHARACTER OF BUSINESS. The purpose of the business shall be to hold title to real estate, and do all things and acts necessary related thereto.

NAME AND PRINCIPAL PLACE OF BUSINESS. The name of the business shall be INVERNESS, LLC, A South Carolina Limited Liability Company, and its principal place of business shall be PO Box 2238, Beaufort, SC 29901.

MEMBERS. After the formation of the Company, a person becomes a new Member only directly from this Company on the written consent all Members. A member may withdraw from the Company as a Member at anytime.

TRANSFERABILITY. A Member who desires to sell his/her ownership interest to a third party purchaser shall obtain from such third party purchaser the bona fide written offer to purchase such interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered therefore. The selling Member shall give written notification to the company and the other Members, by Certified mail or personal delivery, of its intentions to so transfer such ownership interest. The Notice of Sale shall be accompanied by a copy of the third party offer.

RIGHT OF FIRST REFUSAL. The remaining Members shall have the Option to Purchase all, but not less than all, of the offered interest, on a basis pro-rata to the sharing ratios to the remaining equity owners. The buy option may be exercised by one or more of the remaining members by giving written notification to the selling Member within thirty (30) days after receiving the notice of sale.

EFFECT OF DISASSOCIATING MEMBER. If, following the withdrawal, death, or expulsion of a Member, or the occurrence of any other event which terminates the continued Membership of a Member in the Company, the Company and the remaining Members shall have the option to purchase the disassociated Member's interest at its fair market value as if the disassociated Member had notified the Company of his or her desire to sell. If neither the Company nor any of its Members exercise the Option to Purchase, the disassociated Member (or his/her estate) shall be entitled to receive any distribution which the disassociating Member was entitled to receive prior to the withdrawal, death, or expulsion. The disassociating Member (or his/her estate) shall not be entitled to receive the fair market value of his/her membership interest in the Company solely by virtue of his disassociation. A disassociated Member that still owns an interest in the Company shall be entitled to continue to receive such profits and losses, to receive such distribution or distributions, and to receive such allocations of income, gain, loss, deduction, credit or similar items to which he would have been entitled if still a Member. For all other purposes, a disassociated Member shall no longer be considered a Member and shall have no rights of a Member.

MEETINGS. An Annual Meeting is not required. Special Meetings of the members may be called at anytime by the holders of at least 50% of the Members entitled to vote at such meeting. Such request requires written or printed notice that shall state the purpose or purposes of such meeting and the matters proposed to be acted on thereat.

VOTING. On each matter submitted to a vote of the Membership each Member shall be entitled to vote its percentage interest in the Company as set forth in this Operating Agreement. A Member may vote either in person or by proxy executed in writing by the Member. The holders of a majority of the memberships entitled to vote, represented in person or proxy, shall constitute a quorum at a meeting of the Members. The vote of the Members at a meeting at which a quorum is present shall be the Act of the Members meeting.

ACTION WITHOUT MEETING. Any action required by the act to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the actions taken, shall have been signed by the holder or holders of all the Memberships.

ALLOCATIONS AND DISTRIBUTIONS. Net Profits, Net Losses, and other items of income, gain, loss, deduction and credit shall be apportioned among the Members as follows:

Robert L. Sample

100%

Interim Distributions. From time to time, it shall be determined to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs, including, without limitation, needs for operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any. To the extent such excess exists, the Members may make distributions to the Members in the same proportions as Net Profits and Net Losses are allocated to Members. Such distributions shall be in cash or property or partly in both, as determined by the Members.

MANAGEMENT BY MEMBERS. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the company shall be managed under the direction of, the Members; and the Members may make all decisions and take all actions for the company not otherwise provided for in this Operating Agreement, including, without limitation, the following: (1) entering into, making, and performing contracts, agreements to, and other undertakings binding the Company that may be necessary, appropriate, or advisable in furtherance of the purposes of the Company and making all decisions and waivers thereunder; (2) opening and maintaining banking investment accounts and arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign instructions with respect to those accounts arrangements; (3) maintaining the assets of the company in good order; (4) collecting sums due the Company; (5) to the extent that funds of the Company are available therefore, paying debts and obligations of Company; (6) acquiring, utilizing for Company purposes, and disposing of any asset of the Company; (7) borrowing money or otherwise committing the credit of the Company for Company activities and voluntary repayments or extensions of debt; (8) selecting, removing, and changing the authority and responsibility of lawyers, accountants, and other advisers and consultants; (9) obtaining insurance for the company; determining distributions of company cash and other property as provided herein.

ACTIONS BY MEMBERS; DELEGATION OF AUTHORITY AND DUTIES. In managing the business and affairs of the Company and exercising its powers, the Members shall act collectively through meetings and written consents as may be provided or limited in other provisions of this Operating Agreement. No Member has the authority to act unilaterally. However, the Members may, from time to time, delegate to one or more Members such authority and duties as the Members may deem advisable. Any person dealing with the Company, other than a Member, may rely on the authority of any Member or officer in taking any action in the name of the company without inquiry into the provisions of this Operating Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Operating Agreement.

POWERS OF MEMBERS. Every Member is an agent of the Company for the purpose of carrying out the business affairs of the Company, and the action of any Member including, but not limited to, the execution of

the name of the Company on any instrument, for apparently carrying on in the usual way the Company business or businesses of the kind carried on by the Company, binds the Company, unless the Member so acting has, in fact, no such authority to act in the particular matter, and the person with whom the Member is dealing has knowledge of the fact that the Member has no such authority.

INDEMNIFICATION. The Company shall indemnify the Members, and agents for all costs, losses, liabilities, and damages paid or accrued by such Members, or agents in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the state.

DISSOLUTION, LIQUIDATION, AND TERMINATION. The Company shall dissolve and its affairs shall be wound up upon the first to occur of the following: (1) the written consent of all Members; (2) upon the withdrawal, death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event which terminates the continued Membership of a Member in this Company, unless within 90 days of an event described herein a Majority in Interest of the remaining Members agree in writing to continue the business of the Company; (3) upon entry of a judicial decree that: (a) the economic purpose of the company is likely to be unreasonably frustrated; (b) another Member has engaged in conduct relating to the Company's business that makes it not reasonably practical to carry on the Company's business; (c) the Members in control of the Company have acted, are acting, or will act in a manner that is illegal, oppressive, fraudulent, or unfairly prejudicial to the other Members.

Winding up and Termination. Upon dissolution of the Company, one or more Members shall be appointed as Liquidator(s) and shall proceed diligently to wind up the affairs of the Company and make final distribution(s) consistent with the provisions herein and in the Act.

GENERAL PROVISIONS.

Books and Records. The Company shall maintain those books and records as it may deem necessary or desirable. All books and records shall be opened to inspection of the Members from time to time. The Members may examine all such books and records at all reasonable times. The Company shall keep and maintain such records as the Members deem appropriate.

Amendment or Modification. The Operating Agreement may be amended and modified from time to time only by a written instrument adopted and executed by all Members. No Member shall have any vested rights in the Operating Agreement.

Checks, Notes, Drafts, etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Company shall be signed or endorsed by a designated person, appointed by the Members. The designated person may be a Member, or other person as may from time to time be designated.

Heirs, Successors and Assigns. The covenants, terms and provisions of this Operating Agreement are binding on and inure to the benefit of the parties hereto and, to the extent permitted by law, to their respective heirs, legal representatives, successors, and assigns.

Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the undersigned, being all the initial Members, hereby certify that the foregoing Operating Agreement was unanimously adopted by the Members, affected this 10th day of October, 2013.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF;

Signature of Witness

Signature of Notary Public

INVERNESS, LLC

Robert L. Sample

State of South Carolina)

County of Beaufort)

Probate

PERSONALLY appeared before me, the undersigned witness, who under oath states that s/he saw the within named Robert L. Sample, Member, INVERNESS, LLC, sign, seal and as its act and deed, deliver the within written Operating Procedures t and s/he with the other witness, witnessed the execution thereof.

SWORN TO and subscribed before me
This 15th day of October, 2013.

Notary Public for South Carolina

My Commission Expires: 4/1/14

Witness

EXHIBIT "C"

Unanimous Written Consent of Member
(See Attached Copy)

000332

**UNANIMOUS WRITTEN CONSENT OF THE SOLE MEMBER
OF INVERNESS, LLC**

The undersigned, as the sole member of Inverness, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (the "Company"), by unanimous written consent in accordance with the terms of its Articles of Organization, Operating Agreement and applicable law on May 30, 2014, notice of which is hereby waived by the sole member of the Company:

WHEREAS, the Company is the owner of the property commonly known as 9 Sam's Point, Beaufort, Beaufort County, SC which is more particularly described in Exhibit "A" attached hereto (the "Property") and now wishes to sell the foregoing property to the below defined Buyer;

WHEREAS, the Company entered into that certain contract of sale and purchase with Lady Beaufort, LLC (the "Buyer") having an Effective Date of May 27, 2014 (the "Contract") to sell the Property for a sales price of Two Hundred Eighty Five Thousand and No/100 Dollars (\$285,000.00) and dismiss the claims by the Company and the Buyer against each other that are the subject of the pending litigation in the Court of Common Pleas in Beaufort County, Case Nos. 2014-CP-07-00061 and 2014-CP-07-00052 that have now been consolidated into one case (Cases 2014-CP-07-00052 and 2014-CP-07-00061 are hereinafter collectively referred to as the "Consolidated Cases");

WHEREAS, the Company now wishes to ratify and approve the above described Contract and authorize the sale of the Property and dismissal of the claims between the Company and the Buyer in the Consolidated Cases with prejudice; it is hereby

000333

RESOLVED, that the Company hereby ratifies and approves the Contract.

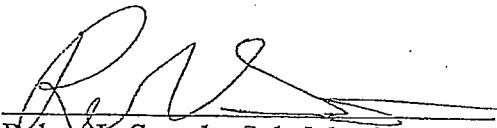
BE IT FURTHER RESOLVED, that the Company take all action necessary to consummate the sale of the Property to the Buyer including, but not limited to, the execution and delivery of the closing statement, deed, affidavits, settlement agreement and mutual release and any and all other documents and instruments necessary to consummate the Company's sale of the Property to the Buyer and dismiss the claims between the Company and the Buyer in the Consolidated Cases (collectively the "Closing & Settlement Documents") in accordance with the terms of the Contract;

BE IT FURTHER RESOLVED that Robert L. Sample, as the sole member of the Company, be and hereby is authorized and directed on behalf of the Company, to execute and deliver on behalf of the Company, any and all of the foregoing Closing & Settlement Documents and any other documents and instruments necessary to close said transaction, and to carry out the intent and purposes of the foregoing Resolutions, and to do all other acts and things as may be necessary or incidental to the accomplishment of the purposes aforesaid.

BE IT FURTHER RESOLVED, that this Unanimous Written Consent of the Sole Member of the Company may be executed in one or more counterparts, each of which taken together shall constitute one document. Furthermore, this Unanimous Written Consent of the Sole Member of the Company may be transmitted between them by facsimile or email signatures, and any such facsimile or email signatures shall constitute original signatures and that a faxed or emailed version hereof (whether one or more counterparts) containing the original, faxed or emailed signatures of the sole member of the Company is binding upon each and every member and the Company.

000334

This 30th day of May, 2014.



Robert L. Sample, Sole Member of
Inverness, LLC

000335

EXHIBIT "A"

(Legal Description)

ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island, Beaufort County, South Carolina, containing 2.99 acres, more or less, being shown and designated as PARCEL "B" on a plat entitled "LOT LINE REVISION AND RECONFIGURATION OF PARCEL R123-014-123 & R123-015-0605 PREPARED FOR HIRD ISLAND INVESTMENTS LADY'S ISLAND BEAUFORT COUNTY—SOUTH CAROLINA" prepared by David E. Gasque, RLS of Gasque & Associates, Inc. dated November 28, 2007 and recorded on January 14, 2008 in Plat Book 123, at Page 111. For a more accurate description of said property as to metes, bounds, courses, and distances, reference may be had to the aforementioned plat of record.

Being the same property conveyed to Inverness, LLC by deed of Hird Island Investments, Inc. dated October 10, 2013 and recorded in the office of the Register of Deeds for Beaufort County, South Carolina in Record Book 3278, at page 3262.

Tax ID#: R123-015-000-0605-0000

000336

EXHIBIT "D"

Legal Description of Property

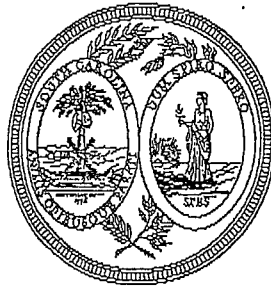
ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island, Beaufort County, South Carolina, containing 2.99 acres, more or less, being shown and designated as PARCEL "B" on a plat entitled "LOT LINE REVISION AND RECONFIGURATION OF PARCEL R123-014-123 & R123-015-0605 PREPARED FOR HIRD ISLAND INVESTMENTS LADY'S ISLAND BEAUFORT COUNTY-----SOUTH CAROLINA" prepared by David E. Gasque, RLS of Gasque & Associates, Inc. dated November 28, 2007 and recorded on January 14, 2008 in Plat Book 123, at Page 111. For a more accurate description of said property as to metes, bounds, courses, and distances, reference may be had to the aforementioned plat of record.

Being the same property conveyed to Inverness, LLC by deed of Hird Island Investments, Inc. dated October 10, 2013 and recorded in the office of the Register of Deeds for Beaufort County, South Carolina in Record Book 3278, at page 3262.

Tax ID#: R123-015-000-0605-0000

000337

The State of South Carolina



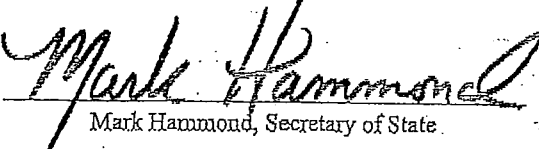
Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

INVERNESS, LLC, A Limited Liability Company duly organized under the laws of the State of South Carolina on October 10th, 2013, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
2nd day of June, 2014.


Mark Hammond, Secretary of State

000338

1350



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

TAX LIEN

W-131

 (Rev. 12/16/11)
2047

SID/Suffix: 2081376-000
Tax Type: CORPORATE INCOME TAX

County: BEAUFORT
Contact Number: (843)852-3600
Tax Lien Number: 3-51613883-6

Type Owner: CORPORATION
Business name:
HIRD ISLAND INVESTMENTS INC

File Number: 20659405
Period Covered: 12/11 - 12/11

BEAUFORT COUNTY SC-ROD
BK 00093 PG 1706
DATE: 09/27/2013 03:30:47 PM
INST # 2013056898 RCPT# 724195

P O BOX 1101
BEAUFORT SC 29901-1101

To: Any authorized representative of the SC Department of Revenue
The party named in this tax lien is liable for the assessed taxes set out below, along with the penalties and interest established by law for failure to pay such taxes when due. Such being established, you are directed by distraint powers to levy upon and sell as is allowed by law so much of the tangible or intangible personal property, rights to such property or choses in action of the party necessary to satisfy the tax, penalty and interest owed by the party, plus the fees, cost and expenses of the levy. If these found assets are not sufficient to satisfy the amount set out in this tax lien, you are directed to seize and sell so much of the real estate of the party as is necessary to satisfy the amount owed.
Dated and signed under the seal of the SC Department of Revenue 09/19/13.

Tax Type: CORPORATE INCOME TAX

DIST CODE	PERIOD COVRD	RECEIVABLE NUMBER	DATE ASSESSED	TAX	PENALTY	INTEREST	TOTAL
0804	12/11	1-07278895-7	08-05-13	200.00	270.00	10.01	480.01

SUBTOTAL:

COURT COSTS:
TOTAL:

480.01
34.00
\$514.01

TXPRC108

150

20471025

000339

1350



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
TAX LIEN SATISFACTION

W-131-S
(Rev. 12/15/11)
2051

SID/Suffix: 2081376-000

Tax Type: CORPORATE INCOME TAX

Type Owner: CORPORATION

Business name:
HIRD ISLAND INVESTMENTS INC

County: BEAUFORT

Contact Number: (843)852-3600

Tax Lien Number: 3-51613883-6

File Number: 20659405

Period Covered: 12/11 - 12/11

93/1706

P O BOX 1101
BEAUFORT SC 29901-1101

BEAUFORT COUNTY SC- ROD

BK 00096 PG 1439

DATE: 01/10/2014 11:25:00 AM

INST # 2014001034 RCPT# 732917

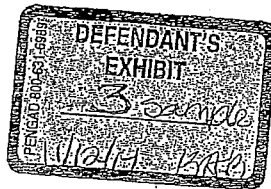
To: Any authorized representative of the SC Department of Revenue

The party named in this tax lien is liable for the assessed taxes set out below, along with the penalties and interest established by law for failure to pay such taxes when due. Such being established, you are directed by distraint powers to levy upon and sell as is allowed by law so much of the tangible or intangible personal property, rights to such property or choses in action of the party necessary to satisfy the tax, penalty and interest owed by the party, plus the fees, cost and expenses of the levy. If these found assets are not sufficient to satisfy the amount set out in this tax lien, you are directed to seize and sell so much of the real estate of the party as is necessary to satisfy the amount owed.

Dated and signed under the seal of the SC Department of Revenue 09/19/13.

Tax Type: CORPORATE INCOME TAX

DIST CODE	PERIOD COVRD	RECEIVABLE NUMBER	DATE ASSESSED	TAX	PENALTY	INTEREST	TOTAL
0804	12/11	1-07278895-7	08-05-13	200.00	270.00	10.01	480.01



SUBTOTAL:

COURT COSTS:

TOTAL:

480.01

34.00

\$514.01

This tax lien has been SATISFIED by the SC Department of Revenue. Request is made for appropriate entries on your records. SATISFIED 12/17/13.

TXPRC108

36

20511028

D3

Book96/Page1439

000340

Sheri H. McClendon

From: Matt Trumps <mtrump@islc.net>
Sent: Tuesday, October 08, 2013 4:38 PM
To: Derek C. Gilbert
Subject: Hird Island

Is this all we have to do??? Taken off the GA Sec. of State Website (\$350 for expedited)?

Important announcement regarding reinstatement of a domestic corporation or limited liability companies:

Effective July 1, 2011, the reinstatement fee for domestic profit corporations, non-profit corporations and limited liability companies will be changed to a flat fee of \$250.00. The fee will no longer include the calculation of past due annual registration and late filing penalty fees. The option to expedite the filing will still be available by paying the additional \$100.00 expedite fee.

All applications requested *after* July 1, 2011 will be assessed the \$250.00 flat fee. All applications requested *prior* to July 1, 2011 will be subject to the fees required by law prior to the execution of the change in fee as mandated by Senate Bill 0064.

Request for Reinstatement Application for Administratively Dissolved Entities
(Adobe Reader Required)

Matt A. Trumps
Tideland Realty, Inc.
843-252-8996



Matt Trumps

From: Matt Trumps <mtrump@islc.net>
Sent: Wednesday, October 9, 2013 1:02 PM
To: carl@carlrogerslaw.com; 'jimykerr'
Subject: FW: Hird Island Conveyance
Attachments: 20130819150450071

I sent this e-mail to Sherwood last night. No response. I am calling his wife now.

Matt A. Trumps
Tideland Realty, Inc.
843-252-8996

From: Matt Trumps [mailto:mtrump@islc.net]
Sent: Tuesday, October 08, 2013 8:50 PM
To: snfender@gmail.com
Cc: Derek C. Gilbert
Subject: Hird Island Conveyance

Sherwood,

Attached is the contract between you and Hird Island signed by you and effective on August 19, 2013. The due diligence period of 30 business days clearly spelled out in the contract ran until 9/30/13 with a closing to follow within 7 days thereafter. The 7 days run out tomorrow, Friday if you count the holidays that effected the counting of the due diligence as stated in the contract. My client was ready willing and able to close yesterday with a prepared HUD and normal and customary closing documents for a corporate transaction. My understanding is that you have been unwilling to sign the documents which the contract compels you to sign. In order to avoid being in default of the contract as per item number 27 of the contract, you should meet with your attorney and perform the actions precedent in the contract. Otherwise, as per item 27, you will be in default and subject to damages and legal fee in my client obtaining your specific performance. I hope that you will perform your closing actions and avoid potentially losing all or a portion of the \$24,000 coming to you in this transaction. I'm sure when you review your obligations to comply you will promptly resolve this matter.

Sincerely,

Matt Trumps

000342



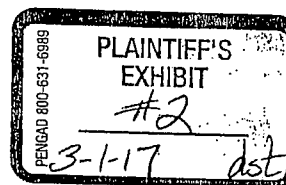
August 2013 (United States)

September 2013

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	29 New Moon	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

000343



September 2013 (United States)

October 2013

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 Labor Day	3	4	5 ● New Moon	6	7
8	9	10	11	12 ● 1st Quarter	13	14
15	16	17	18	19 ○ Full Moon	20	21
22	23	24	25	26 ● 3rd Quarter	27	28
29	30	1	2	3	4 ● New Moon	5

000344

October 2013 (United States)

November 2013

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Sun	Mon	Tue	Wed	Thu	Fri	Sat
19	30	1 ✕	2	3	4 ☾ New Moon	5
6	7	8	9	10 ✕	11 ☾ 1st Quarter	12
13	14 Columbus Day (Most regions)	15	16	17	18 ☽ Full Moon	19
20	21	22	23	24	25 ✕	26 ☾ 3rd Quarter
27	28	29	30	31 Halloween		2

000345

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)
Lady Beaufort, LLC & Tideland)
Realty, Inc.,)
Plaintiffs,)
)
)
vs.)
)
Hird Island Investments, Inc. and)
Sherwood N. Fender,)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
Case No. 2014-CP-07-0052

DEFENDANTS'/COUNTERCLAIMANTS'
EXHIBIT LIST

- A. Sales Contract: Hird Island Investments, Inc. to Lady Beaufort, LLC
- B. Closing Documents executed by Hird Island Investments, Inc.
- C. Correspondence dated October 7, 2013 from Christina Wilson to Carl Rogers et al. re:
closing
- D. Correspondence dated October 7, 2013 from Carl Rogers to Christina Wilson
- E. Settlement Statement for sale by Hird Island Investments, Inc. to Inverness, LLC
- F. Deed from Hird Island Investments, Inc. to Inverness, LLC
- G. Engagement Letter of Hird Island Investments, Inc. to William M. Bowen
- H. Attorneys Fee Affidavit of William M. Bowen
- I. Schedule of Damages



000346

Exhibit A

Sales Contract: Hird Island Investments, Inc.

to

Lady Beaufort, LLC

000347



AGREEMENT/CONTRACT TO BUY AND SELL REAL ESTATE
(GENERAL USE AND LOTS/ACREAGE)

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into as of the Effective Date between:

Buyer(s), Lady Beaufort, LLC ("Buyer"), and
Seller(s), Hird Island Investments, Inc. ("Seller").

☒ BUYER ☐ SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
(E) "Business Day" - a 24 hour period starting at 10 AM (M/Tu/WTh/Fr) and counted from 10 AM of the first Business Day following the Effective Date. Business Days shall not begin or end on a Saturday, Sunday, or Federal legal holiday.
(F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(G) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

2. PURCHASE PRICE: \$ 2,600,000.00 (USD)
Payable by ☒ a combination of financing and cash or ☐ cash. Payment shall be good funds.
The sale of Buyer's real property ☐ is ☐ is not required for Purchase and this contingency forms ☐ are ☐ are not attached.

3. PROPERTY: Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property and any personal property conveying in working order, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer is solely responsible for inquiring about lease issues prior to signing Contract. Leasing Issues: (see Adjustments).
Leased items on Property can include fuel tanks, alarm systems, satellite equipment, roll cars etc. and contain fuel, etc.

Address 9 Sams Point Road Unit # _____
City Beaufort State of South Carolina
Zip 29907 County of Beaufort
Lot _____ Block _____ Section/Phase _____ Subdivision _____
Other 2.9 +/- Acres Plat Attached as Exhibit TMS 123 015 000 0606 0000

Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s):

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before See Other ("Closing Date") with an automatic extension of 5 business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in ownership type and name(s): TED
or as stipulated by Buyer. The deed shall be delivered to the Closing Attorney's

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Hiland Realty, Inc., 11 Sea Island Parkway Beaufort, SC 29907
Phone: 843.323.6131 Fax: 843.323.1390

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designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (ex. manuals, equipment warranties, service info, etc.) and similar ownership items to Buyer at Closing.

5. **EARNEST MONEY: \$1,000.00** (USD) Earnest Money is paid as follows: \$1,000.00 accompanies this offer and \$_____ will be paid within _____ Business Days after Effective Date and Earnest Money is in the form of ☒ check ☐ cash ☐ other (wire, etc.) to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize _____ **Tideland Realty, Inc.** as Escrow Agent to deposit and hold and disburse earnest money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT: UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT OR AS OTHERWISE AGREED UPON IN THIS CONTRACT OR FIVE YEARS AFTER CLOSING DATE, ESCROW AGENT MAY DISBURSE EARNEST MONEY TO SC TREASURER. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR, NONPREVAILING PARTY AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER OR MEDIATION IS TO BE UTILIZED, PARTIES AGREE THAT \$_____ OF EARNEST MONEY SHALL BE RELEASED AND/OR PAID TO THE ESCROW AGENT PRIOR TO FILING INTERPLEADER OR MEDIATION AS COMPENSATION. ESCROW AGENT ACKNOWLEDGES DUTIES.

6. **TRANSACTION COSTS:** Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/lens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs unless otherwise agreed:

Private/public transfer fees and any costs similar to transfer fees (ex. capital contributions, conservancy fees, stopgap fees, or otherwise named but similar fees paid to the owners association, etc.) are the ☐ Seller's or ☒ Buyer's transaction costs.

☒ At Closing, Seller will pay Buyer's transaction costs not to exceed \$_____ OR _____ % of purchase price, whichever is higher, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

BUYER ☐ ☐ DATE _____ TIME _____
SELLER ☐ ☐ DATE _____ TIME _____

7. **FINANCE:** Buyer's obligation under this Contract ☐ is ☒ is not contingent upon obtaining financing of a ☐ 15 year or ☐ 30 year or ☐ other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts of minimum _____ % and maximum _____ % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize their Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). If a Lender declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. Buyer shall apply for financing within _____ Business Days from the Effective Date and shall provide the Seller with reasonable written loan pre-approval documentation within _____ Business Days from the Effective Date. If the Seller and Brokers are notified of inability to obtain financing during the

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Financing Period, either Party may terminate this Contract by Notice and Earnest Money shall be returned to the Buyer.
Proposed Lender: _____ ☐ FHA ☐ VA ☐ Conventional ☐ Seller
☐ Other _____

An FHA VA Financing Addendum ☐ is ☐ is not attached. Additional financing terms ☐ are ☐ are not attached.

8. **INSPECTION/REINSPECTION RIGHTS:** Buyer and qualified/certified inspectors ("inspectors") can reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed;

☒ Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (electricians, plumbers, etc.) to safely connect and operate the utilities during the inspections

☐ Other _____ ☐ see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and inspectors use insurance to manage risk.

9. **APPRAISED VALUE:**

☒ This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Business Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. Otherwise, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer.

☐ This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

10. **SURVEY, TITLE EXAMINATION, INSURANCE:** Brokers recommend Buyer have Property surveyed, title examined, and appropriate insurance (including owner's title) effective at Closing. Seller to cancel existing insurance and Buyer to obtain new insurance policies by Closing unless otherwise agreed upon in writing by Parties. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing and requirements of insurance for the property prior to signing Contract.

11. **SURVIVAL:** If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

12. **DUE DILIGENCE:**

The DUE DILIGENCE PERIOD ends no later than 30 Business Days after the original Effective Date unless the Parties agree in writing to extend the DUE DILIGENCE PERIOD.

During the Due Diligence Period, Seller agrees Buyer may choose any of the following:

- (1) Conduct/obtain inspections
- (2) Deliver Repairs Request(s) Notice to Seller
- (3) Proceed under amended Contract
- (4) Proceed under As Is Contract
- (5) Terminate Contract by Delivering "Notice of Termination" and "Termination Fee" to Seller

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TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller both Notice of Termination and a Termination Fee of \$ _____ USD Good Funds, Termination Fee paid to Seller by payment or, by release to Seller an appropriate amount of Earnest Money or, by a combination of payment to Seller and an appropriate amount of Earnest Money (Escrow Agent shall timely disburse upon Buyer timely signing any required Earnest Money disbursement agreement for payment of the Termination Fee). If Seller receives the Delivered Notice of Termination and the full Delivered Termination Fee during the Due Diligence Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination and all of the Termination Fee to Seller prior to the end of the Due Diligence Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

SHOULD BUYER FAIL TO REACH A NEW/AMENDED CONTRACT OR TERMINATE THE CONTRACT: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract.

13. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Buyer will have the right for 3 Business Days after Notice of damage to Deliver Notice of Termination to the Seller. If Buyer proceeds according to the Contract, Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

14. BUILDING PERMIT: This Contract ☐ is ☒ is not contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate authorities to build on the Property. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Building Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Building Permit Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property to Seller during the Building Permit Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

15. REZONING: This Contract ☐ is ☒ is not contingent upon the Property being rezoned to _____ by full approval (without any appeal during the appeal period) by the appropriate authorities. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Rezoning Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire rezoning from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Rezoning Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire rezoning from the appropriate authorities during the Rezoning Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. The ☐ Buyer or ☐ Seller shall be responsible for pursuing rezoning and paying all associated costs. All rezoning applications shall be submitted to the Seller for Seller's approval prior to filing. Seller shall not unreasonably or untimely withhold approval. All Parties agree to cooperate, sign the necessary documentation, and make efforts to support the rezoning application.

16. WELL, SEPTIC, WATER LINE, SEWER AVAILABILITY: This Contract ☐ is ☒ is not contingent upon Buyer's ability to obtain from the South Carolina Department of Health and Environmental Control or other appropriate authorities all required permits for a well and septic system suitable for the Buyer's intended structure in the event a well or septic system is needed on the Property. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Well and Septic Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a conventional well and conventional septic system on the Property. If Seller receives the Delivered Notice of Termination during the Well and Septic Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a well and septic system on the Property to Seller during the Well and Septic Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. If the Property is connected or capable of being connected to a water and/or sewer line maintained by a private or public utility for a customary tap fee not to exceed \$ _____, the Buyer agrees to waive any applicable portion of the Well and Septic Contingency. Seller represents the Property is connected to water system: ☐ county ☐ city ☐ private ☐ corporate ☐ community ☐ well ☐ other _____. Seller represents the Property is connected to water disposal system: ☐ septic ☐ sewer ☐ private ☐ corporate ☐ government ☐ other _____.

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17. **CONDITION OF PROPERTY:** Seller shall not remove any timber, vegetation, dirt, minerals, or otherwise affect the condition of the property from the Effective Date through Closing. All timber, vegetation, dirt, minerals, or similar shall remain as part of the Property and be conveyed to the Buyer at Closing. The Seller shall not bring any trash, refuse, debris, dirt, fill, medical wastes, hazardous wastes, or other materials onto the Property. Seller shall Deliver Notice of any legal action or condemnation action to the Buyer as soon as possible. If Seller Delivers such Notice, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination. If Seller receives this Delivered Notice of Termination at any time, remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver this Notice of Termination, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

18. **SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS")** [check one]:

☐ Buyer and Seller agree that Seller has delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-60-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy by delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing. Buyer understands the CDS does not replace inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-60-70.

☒ Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-60-30, Paragraph (13).

19. **LEAD BASED PAINT/LEAD HAZARDS:** If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms and give copies to Brokers.

20. **MEGAN'S LAW:** Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, clandestine laboratory, and crime information from appropriate law enforcement officials or information sources.

21. **TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION:** According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this Contract. It is understood that Broker ☐ may ☒ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

22. **SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX:** Seller and Buyer will comply with the provisions of the SC Code 12-8-580 (as amended) regarding state income tax withholding requirements if the Seller is not a resident or has not filed SC state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

23. **ROLLBACK TAXES (IF ANY):** The Parties agree that the ☒ Seller or ☐ Buyer shall pay any rollback taxes when rollback taxes are determined and billed.

24. **SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL MATTERS:** All reports and certifications required by the Lender, Buyer, or any government concerning any special study area, wetlands, or environmental issues shall be ordered by Buyer and paid for by Buyer.

All of these reports or certifications shall be completed no later than 30 Business Days after the original Effective Date, unless the Parties agree in writing or extend this period ("Environmental Period"). In the event repairs are necessary to address environmental concerns (Repair Requests); the Seller shall be Delivered Notice in writing of the specific defects or deficiencies no later than 2 Business Days after the Environmental Period. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer.

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Upon Delivery of Notice of the Repair Requests, Seller has five Business Days to address the Buyer's Repair Requests. The costs of all repairs to address environmental concerns to be paid by Seller. If the Seller fails to agree to make these repairs within this timeframe, the Buyer shall have 2 Business Days to choose any of the following options (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs or (3) terminate this Contract and receive their Earnest Money. The repairs to any other items are the sole responsibility of the Buyer. The obligations of the Seller for repairs terminate upon Closing. If the Seller agrees to make the repairs, the Parties agree to proceed under Contract.

25. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral or otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

26. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available. This section survives Closing. Buyer is solely responsible for minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.

27. DEFAULT:

- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
- (i) Deliver Notice of Default to Seller and terminate Contract and
 - (ii) Pursue any remedies available to Buyer at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer prevails in any action against Seller.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
- (i) Deliver Notice of Default to Buyer and terminate Contract and
 - (ii) Pursue any remedies available to Seller at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller prevails in any action against Buyer.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

28. MEDIATION CLAUSE: Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions include reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® (info@SCREALTORS.org 1-800-233-6301). Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing Date. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a Interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

29. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

30. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termite, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey, or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to

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easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (8) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (7) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer, Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

31. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a SC law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid by in accordance with laws and REALTOR® ethics. **NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.**

32. BROKER LIABILITY LIMITATION: Parties agree Brokers provided Parties with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Brokers, Parties each agree that they shall pay Brokers' attorneys fees and that Brokers, shall not be liable to either Party or both, either jointly, severally or individually, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against either Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of either Broker shall not exceed the amount set forth herein. Parties will indemnify and hold harmless and pay attorneys fees for Brokers from breach of contract, any negligent or intentional acts or omissions by any Parties, inspectors, professionals, service providers, contractors, etc, including any introduced or recommended by Brokers. Parties each agree that there is valid and sufficient consideration for this limitation of liability and that Brokers are the intended third-party beneficiaries of this provision.

33. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties, is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. (Land issues may include: restrictions and easements that may affect desired use, drainage issues, hazardous wastes, environmental issues, water rights, availability of water, sewer or septic waste water issues, soil tests, wetlands surveys and studies; subordination, lot releases, and other issues.) If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, they are further identified or described here: Closing shall take place within 7 days of the end of the due diligence period. Seller to pay a commission of 5% to Tideland Realty Inc. at closing. Seller to provide copies of all pertinent due diligence including but not limited to wetlands studies, land plans, surveys, zoning data, engineering, etc, within 48 hours of execution.

34. NOTICE AND DELIVERY: Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

35. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the Agency Disclosure, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.



BUYER

☐ BUYER

☐ SELLER



SELLER

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30. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 5 ☐ AM ☒ PM on August 19, 2013 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties.
If signee is not a Party, appropriate legal documents (Power of Attorney, Corporate Authorization, etc.) are ☐ attached or ☐ to be Delivered within _____ Business Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: [Signature] Date: 8/19/13 Time: 9:47 AM
Lake Beauty, LLC

WITNESS: [Signature] Date: 8/19/13 Time: 7:78 AM

BUYER: _____ Date: _____ Time: _____

WITNESS: _____ Date: _____ Time: _____

SELLER: [Signature] Date: 8/19/13 Time: _____
Hird Island Investments, Inc.

WITNESS: _____ Date: _____ Time: _____

SELLER: _____ Date: _____ Time: _____

WITNESS: _____ Date: _____ Time: _____

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© 2013 South Carolina Association of REALTORS®, 8/2013

[Signature] BUYER ☐ BUYER ☐ SELLER [Signature] SELLER HAVE READ THIS PAGE

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Form 330 PAGE 8 of 9

Kerr Bender

000355

ESCROW AGENT ACKNOWLEDGEMENT SIGNATURE: _____

ESCROW AGENT NAME: _____ Tideland Realty, Inc. _____

ESCROW AGENT'S LAW FIRM/COMPANY/BROKERAGE: _____ Tideland Realty, Inc. _____

ESCROW AGENT CONTACT INFO: 943-252-0996 _____ 95 Sea Island _____

Suite 104 _____

INVOLVED AS: ☒ BUYER AGENT ☐ BUYER SUBAGENT ☐ DUAL AGENT ☐ BUYER DESIGNATED AGENT*

LICENSEE: _____ Matt Trumpa _____ SC LICENSE # _____ EXPIRES _____

BROKER IN CHARGE: _____ Matt Trumpa _____ SC LICENSE # _____ EXPIRES _____

BROKERAGE COMPANY NAME: _____ Tideland Realty _____

MEMBERS OF: _____ Beaufort _____ ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: _____

NOTICE EMAIL/FAX: _____

MOBILE PHONE: (943) 252-0996 OFFICE PHONE: _____ OTHER: _____

INVOLVED AS: ☐ SELLER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☐ SELLER DESIGNATED AGENT*

LICENSEE: _____ SC LICENSE # _____ EXPIRES _____

BROKER IN CHARGE: _____ SC LICENSE # _____ EXPIRES _____

BROKERAGE COMPANY NAME: _____

MEMBERS OF: _____ ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: _____

NOTICE EMAIL/FAX: _____

MOBILE PHONE: _____ OFFICE PHONE: _____ OTHER: _____

*DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND OTHER ASSOCIATED LICENSEES ARE DUAL AGENTS.

 BUYER ☐ BUYER ☐ SELLER ☒ SELLER HAVE READ THIS PAGE

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Form 330 PAGE 9 of 9
Kara Pender

000356

EXHIBIT A- Page 9 of 9

Exhibit B

Closing Documents

executed by Hird Island Investments, Inc.

000357

Carl Rogers

From: Christina Wilson [christina@dcgillbert.com]
Sent: Friday, October 04, 2013 11:19 AM
To: carl@carlrogerslaw.com
Subject: HIRD Island sale to Lady Beaufort
Attachments: 20131004104158131.pdf

Carl,

In accordance with the contract, please find attached a signed deed and various affidavits. Our fee for the HUD statement will be \$350.00. Please forward a proposed HUD for our review. We are ready to exchange when you are.

Thanks,

Christina Wilson
Real Estate Paralegal
Gilbert Law Firm LLC
2 Professional Village Circle
Beaufort, SC 29907
t. (843) 524-4000 f. (843) 524-4008

HIRD -0069

000358

Carl Rogers

From: Matt Trumps (mtrump@islc.net)
Sent: Tuesday, October 01, 2013 10:41 AM
To: 'Jan Mallnowski'; 'Jimmykerr'; carl@carlrogerslaw.com
Subject: RE: Lady Beaufort

Carl, Sherwood Fender is expecting to hear from you regarding the deed preparation and his execution of the closing documents for Hird Island -

His number is 263-7203.

Thanks,

Matt A. Trumps
Tideland Realty, Inc.
843-252-8996

From: Jan Mallnowski (mailto:jmallnowski@palmstotestatebank.com)
Sent: Tuesday, October 01, 2013 8:43 AM
To: 'Jimmykerr'; carl@carlrogerslaw.com
Cc: 'Matt Trumps'
Subject: RE: Lady Beaufort

Jimmy and Carl: I need a Federal EIN for Lady Beaufort, LLC to complete my documentation. Jan

From: James Kerr (mailto:jimmykerr@amcs-inc.com)
Sent: Monday, September 30, 2013 7:19 PM
To: carl@carlrogerslaw.com
Cc: 'Jan Mallnowski'; 'Matt Trumps'
Subject: RE: Lady Beaufort

cs

Jimmy Kerr
2409-A Mall Drive
N. Chas, SC 29406
(843) 345-8165

----- Original message -----

From: Carl Rogers <carl@carlrogerslaw.com>
Date: 09/30/2013 5:17 PM (GMT-05:00)
To: 'James Kerr' <jimmykerr@amcs-inc.com>
Cc: 'Jan Mallnowski' <jmallnowski@palmstotestatebank.com>, 'Matt Trumps' <mtrump@islc.net>
Subject: RE: Lady Beaufort

000359

HIRD -0070

Prepared without the benefit of a title exam by
Derek C. Gilbert, Esq
Gilbert Law Firm LLC
2 Professional Village Circle
Beaufort, South Carolina 29907
Tel: 843-524-1000
Fax: 843-524-1006
derek@dcgilbert.com
File No. 131183- HIRD ISLAND

Parcel ID No. R123 015 000 0605 0000

*****AREA ABOVE THIS LINE RESERVED FOR RECORDING*****

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

TITLE TO REAL ESTATE
(General Warranty Deed)

GRANTOR: HIRD Island Investments, Inc.

GRANTEE: Lady Beaufort, LLC

Grantee's Address: 3745 Carter Lane
John's Island, SC 29455

The designation Grantor and Grantee as used herein shall include the named parties and their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

KNOW ALL MEN BY THESE PRESENT, that Grantor, for and in consideration of the sum of Two Hundred Sixty Thousand and 00/100 Dollars, (\$260,000.00), paid by Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, SUBJECT TO the matters set forth below, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, the real estate (the "Premises") described on Exhibit A attached hereto and incorporated herein.

This conveyance is made SUBJECT TO all easements, conditions, covenants and restrictions of record.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the Premises belonging or in any way incident or appertaining, including, but not limited to, all improvements of any nature located on the Premises and all easements and rights-of-way appurtenant to the Premises.

000360

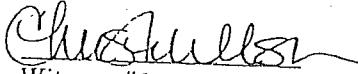
TO HAVE AND TO HOLD all and singular the Premises unto Grantee and Grantee's heirs, successors and assigns forever.

And, SUBJECT TO the matters set forth above, Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns, executors, administrators and other lawful representatives, to warrant and forever defend all and singular the Premises unto Grantee and Grantee's heirs, successors and assigns against Grantor and Grantor's successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

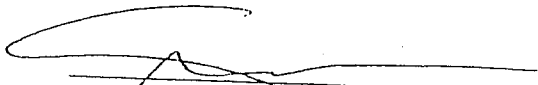
IN WITNESS WHEREOF, the Grantor has caused this General Warranty Deed to be executed on this the 4th day of October, 2013.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

HIRD Island Investments, Inc.


Witness #1


Witness #2

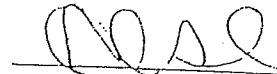

By: Sherwood N. Fender
Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that HIRD Island Investments, Inc., but Sherwood N. Fender, its President, Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 4th day of October, 2013.


Notary Public for South Carolina
My Commission Expires: 1-10-15

(SEAL)

000361

ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island, Beaufort County, South Carolina, containing 2.99 acres, more or less, being shown and described as Parcel "B" on a plat prepared by David E. Gasque, R.L.S., dated November 28, 2007, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 123 at Page 111. For a more accurate description of said property as to metes, bounds, courses and distances, reference may be had to the aforementioned plat of record.

The property being conveyed herein is a portion of the same property the within named Grantor obtained by deeds dated December 15, 2000 and recorded in Book 1477 at Page 813 and in Record Book 1477 at Page 821 in the Office of the Register of Deeds for Beaufort County, South Carolina.

000362

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

SELLER'S AFFIDAVIT

The undersigned, HIRD Island Investments, Inc. ("Seller"), who, being first duly sworn, depose(s) and state(s), on oath:

Seller is the owner(s) of the following-described property:

9 Sam's Point Road, Beaufort, SC, 29907
TMP: R123 015 000 0605 0000

and the said property is also fully described in a Warranty Deed given by HIRD Island Investments, Inc. to Lady Beaufort, LLC.

Seller's mailing address is: Post Office Box 1101, Beaufort, SC 29901

Seller's social security number(s) or Federal ID is: 57-1066888

Social Security Privacy Act Disclosure:

It is mandatory that Seller provide Seller's social security number (or tax identification number if seller is not an individual) on this tax form. 42 U.S.C 405(c)(2)(C)(i) permits a state to use an individual's social security number as means of identification in administration of any tax. SC Regulation 117-1 mandates that any person required to make a return to the SC Department of Revenue shall provide identifying numbers, as prescribed, for securing proper identification, and your social security number is used for identification purposes.

PLEASE REVIEW SECTIONS 1-9 AND MARK THE APPROPRIATE SECTION:

1. ☐ Resident. Seller is a resident of South Carolina, as that term is defined in the South Carolina income tax laws (S. C. Code Section 12-6-30 et. seq.)
2. ☒ Deemed Resident. Pursuant to Code Section 12-8-580(C) and SC Revenue Advisory Bulletin #02-6, the seller is deemed to be a resident of South Carolina because:
 - (a) The seller is a corporation incorporated outside South Carolina, has its principal place of business in South Carolina, and does not business in its state of incorporation, or
 - (b) Seller (i) has been in business in South Carolina during the last two taxable years, including the year of sale, (ii) will continue substantially the same business in South Carolina after the sale, (iii) is not delinquent with respect to filing any South Carolina income tax returns, (iv) has filed at least on South Carolina income tax return, and (v) has a certificate of authority to do business in South Carolina or is registered to do business in South Carolina; and
 - (c) The Seller agrees to report the sale on a timely filed South Carolina income tax return.

000363

3. Tax-Exempt Organizations. Seller is an organization exempt from income taxes under Internal Revenue Code Section 501 (a) or is an insurance company exempt from South Carolina taxes on income.
4. Gain Amount. The Seller affirms pursuant to Section 12-8-580(B) that the amount of gain required to be recognized on this transaction and on which Buyer is to make the requisite withholding will not exceed:
- \$ (If you have any gain please put the amount here. If you have no gain, put none for your answer.
5. Withholding Amount Equals Entire Net Proceeds. If the withholding amount is limited to the entire net proceeds, any lien, mortgage or credit line advance which was made within one year prior to the closing was not made in contemplation of the sale. See Question and Answer 15 in SC Revenue Advisory Bulletin #02-6 for a discussion of loans made in contemplation of the sale.
6. **Installment Sale:**
- The Seller will report this sale on the installment method for South Carolina income tax purposes, and has attached an amortization schedule correctly designating the principal and interest portions of the payments. If withholding is to be limited to the gain, the gain amount is \$.
- The seller elects out of the installment sale method for South Carolina purposes and will report the entire withholding in one payment. If withholding is to be limited to the gain, the gain amount is \$.
7. Principal Residence or Involuntary Conversion - Non-recognition of Gain. The sale of the property will not be not be subject to taxes because of Internal Revenue Code Section 121 (sale of principal residence) or Internal Revenue Code Section 1033 (involuntary conversions.) If the Seller fails to comply with Section 1033, the Seller acknowledges an obligation to file an amended South Carolina income tax return for the year of the sale.
8. **Like-Kind Exchange:**
- In a simultaneous exchange, the entire gain is deferred under Internal Revenue Code Section 1031.
- A gain will be partially recognized and the partial gain amount is \$.
- The gain is intended to be deferred under Internal Revenue Code Section 1031 using a qualified intermediary and the steps required by SC Revenue Advisory Bulletin #02-6 have been completed. (The estimated gain is \$. Withholding will be remitted by the Qualified Intermediary in the event the exchange is not completed.)
9. Employee Relocation. The transaction involves the sale of an employee's property which is being sold by an employer or relocation company in connection with the employee's transfer. For income tax purposes the sale is treated as a sale by the employer or relocation company.
- Seller understands that this affidavit may be disclosed to the South Carolina Tax Commission, and that any false statement contained herein could be punished by fine, imprisonment, or both. Under

000364

penalties of perjury. Seller declares this affidavit has been examined, and to the best of Seller's knowledge and belief, it is true, correct and complete.

Seller(s) further depose(s) and state(s) the following:

Seller is in undisputed and peaceful possession of said property and has a perfect right to convey good, fee simple, merchantable title to said property and that said property is free and clear.

There are no retention title contracts, bills of sale or other encumbrances of record affecting title to any personal property installed on said premises.

There are no further liens, mortgages, taxes, pending suits, judgments, executions or other encumbrances against Seller either in Beaufort County, or any other County in the State of South Carolina.

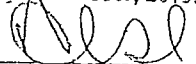
There have been no improvements or repairs made on subject property during the ninety (90) days immediately preceding this date, there are no outstanding bills incurred for labor employed and materials used in making any repairs or improvements on said premises, and there are no unpaid bills or liens against said property for sewerage, water main, sidewalk or other street improvements.

The Seller for valuable consideration, the receipt of which is hereby acknowledged, hereby agrees and guarantees to hold harmless the purchaser, any current lender, any title insurance company which shall issue title insurance in reliance on this instrument, and Derek C. Gilbert, Attorney, who is relying in whole or in part upon the truthfulness and completeness of this instrument in rendering an opinion of title, against any lien, mortgage, judgment, claim or suit of materialman or other party, and against chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statement or personal property leases in connection with the construction or repair of such buildings or improvements on said real estate.

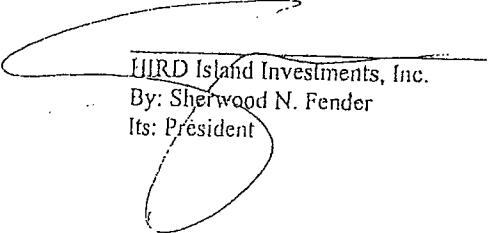
Seller is not a non-resident alien or other "foreign person" within the meaning of Section 1445 of the Internal Revenue Code.

In the event of the falsity of any of these statement which leads to a title objection or in the event of a title objection arising from the date of the title commitment or opinion through the recording date, Seller agrees to promptly defend, remove, bond or otherwise dispose of such title objection and to hold harmless and indemnify any title insurance company and its agent and the closing attorney against all expenses, costs and attorneys fees which may arise therefrom. Seller's obligations hereunder shall be in addition to and not in limitation of any warranty given to a purchaser or lender.

SWORN before me this 4th
day of October, 2013.



Notary Public
My Commission Expires: 1-10-15


HIRD Island Investments, Inc.
By: Sherwood N. Fender
Its: President

000365

Derek C. Gilbert, Esq.
Gilbert Law Firm LLC
2 Professional Village Circle
Beaufort, SC 29907
E.I. # 26-1974401

1099S REPORTING INFORMATION SCHEDULE

Please use separate form for each seller unless both are husband and wife.

File # 131183

1. Seller's Name: HIRD Island Investments, Inc.
2. Seller's Federal I.D. #: 57-1066888
3. Seller's Mailing Address: Post Office Box 1101, Beaufort, SC 29901
4. Gross Sales Price: \$260,000.00
5. Seller's Percentage Ownership: 100%
6. Seller's Proceeds (line 4 x line 5): \$260,000.00
7. Date of Sale: October __, 2013
8. Federal Tax Withheld: NONE
9. Principal Residence? Yes: ___ No: ___
10. Property Description: 9 Sam's Point Road, Beaufort, SC 29907
11. Is there any additional consideration, such as mortgages assumed by purchaser, not included in line 4, above? Yes: ___ No: XX
Description of Consideration:
Amount: \$

There are substantial penalties for incorrect information. Please enter all information legibly and check your entries for accuracy.

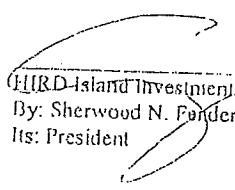
NOTICE TO SELLER: You are required by law to provide the above named closing attorney with your correct taxpayer identification number. If you do not provide the closing attorney with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

SELLER'S CERTIFICATION

Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

SIGNATURES OF SELLER(S):

DATE:


HIRD Island Investments, Inc.
By: Sherwood N. Forder
Its: President

10-4-13

000366

AUTHORIZATION TO SIGN SETTLEMENT DOCUMENTS

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

FILE # 131183

PROPERTY 9 Sam's Point Road, Beaufort, SC 29907

PURCHASERS Lady Beaufort, LLC

SELLERS HIRD Island Investments, Inc.

TO WHOM IT MAY CONCERN:

The undersigned, does hereby authorize Derek C. Gilbert and/or Melissa R. Wicker of Gilbert Law Firm to sign any and all documents on its behalf in connection with the sale of the referenced property, including but not limited to, the HUD-1 Settlement Statement, affidavits, addendum to agreement of sale, and all other sale related documents, as applicable.

I have set my hand and seal this day, 10-4-13

HIRD Island Investments, Inc.

By: [Signature]
Its: President

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY, 10-4-13

[Signature]
Notary Public

My Commission expires: 1-10-15

000367

MEETING AND RESOLUTION OF
HIRD Island Investments, Inc.

A meeting of the members of HIRD Island Investments, Inc., a Georgia corporation, was held on September 1, 2013, at the offices of the Corporation, in Beaufort, South Carolina. All of the officers and stockholders of the Corporation were present. Formal notice of the meeting was waived. Upon motion made by acclamation, the following resolution was adopted unanimously by the officers of the Corporation.

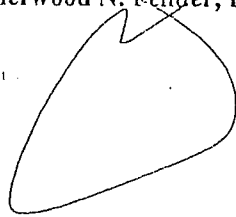
RESOLVED, that the Corporation would offer for sale 9 Sam's Point Road, Beaufort, South Carolina 29907 to Lady Beaufort, LLC for the sum of \$260,000.00 and that Sherwood N. Fender is authorized to execute the deed, seller's affidavit and other closing documents on behalf of the Corporation.

There being no further business for the Corporation to consider at that time, the meeting was adjourned.

HIRD Island Investments, Inc.

By _____

Sherwood N. Fender, President



000368

Exhibit C

Correspondence dated October 7, 2013

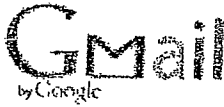
from Christina Wilson to

Carl Rogers et al. re: closing

000369

9/2/2014

Gilbert Law Firm LLC Mail - FW: Hird Island Investments to Lady Beaufort



Christina Wilson <christina@dcgilbert.com>

FW: Hird Island Investments to Lady Beaufort

10/7/2013

Christina Wilson <christina@dcgilbert.com>
To: snfender@gmail.com

Mon, Oct 7, 2013 at 4:49 PM

Christina Wilson
Real Estate Paralegal
Gilbert Law Firm LLC
2 Professional Village Circle
Beaufort, SC 29907
t. (843) 524-4000 f. (843) 524-4006

—Original Message—

From: Carl Rogers [mailto:carl@carlrogerslaw.com]
Sent: Monday, October 7, 2013 4:45 PM
To: 'Christina Wilson'; 'Derek Gilbert'
Subject: RE: Hird Island Investments to Lady Beaufort

The Buyer has signed all of its closing documents and the lender is ready, willing and able to fund upon our receipt of the signed deed and Seller closing documents. Derek, please give me a call to discuss this further. Thanks.

D. Carl Rogers, Attorney At Law
D. Carlyle Rogers, Jr., P.C.
1417 Stuart Engals Blvd., Suite 200
Mt. Pleasant, SC 29464
Mailing Address:
P.O. Box 2468
Mt. Pleasant, SC 29465
T - (843) 762-5845
F - (843) 654-9425
carl@carlrogerslaw.com

—Original Message—

From: Christina Wilson [mailto:christina@dcgilbert.com]
Sent: Monday, October 07, 2013 4:37 PM
To: carl@carlrogerslaw.com; Derek Gilbert
Subject: RE: Hird Island Investments to Lady Beaufort

Mr. Rogers,

Mr. Fender phoned just moments ago and has indicated that he has reviewed the documents you sent to us earlier this afternoon. He asked that I relay that he is unwilling to sign anything personally because to do so could have unintended legal and tax complications. He also inquired if we had funds for the purchase and when I advised that we did not he stated he wasn't signing anything as closing was supposed to occur by 5pm today.

Christina Wilson

000370

<https://mail.google.com/mail/u/0/?ui=2&ik=e7ac60f3a1&view=pt&q=HIRD&qs=true&search=query&th=14194aedd2003766&siml=14194aedd2003766>

1/1

9/2/2014

Gilbert Law Firm LLC Mail - FW: Hird Island Investments to Lady Beaufort

Real Estate Paralegal
Gilbert Law Firm LLC
2 Professional Village Circle
Beaufort, SC 29907
t. (843) 524-4000 f. (843) 524-4006

—Original Message—

From: Carl Rogers [mailto:carl@carlrogerslaw.com]
Sent: Monday, October 7, 2013 3:16 PM
To: 'Christina Wilson'; 'Derek Gilbert'
Subject: RE: Hird Island Investments to Lady Beaufort

The payoff statement is attached. Please make sure that we have the correct Tax ID # for the Seller. Also, please change the Grantee's Address on page 1 of the Deed to 2745 Canter instead of 3745. Thanks.

D. Carl Rogers, Attorney At Law
D. Carlyle Rogers, Jr., P.C.
1417 Stuart Engals Blvd., Suite 200
Mt. Pleasant, SC 29464
Mailing Address:
P.O. Box 2468
Mt. Pleasant, SC 29465
T - (843) 762-5845
F - (843) 654-9425
carl@carlrogerslaw.com

—Original Message—

From: Christina Wilson [mailto:christina@dcgilbert.com]
Sent: Monday, October 07, 2013 3:06 PM
To: carl@carlrogerslaw.com; Derek Gilbert
Subject: RE: Hird Island Investments to Lady Beaufort

Mr. Rogers,

Sherwood is coming by in a little bit to review the documents. Can you send a copy of the payoff for his review too?

Christina Wilson
Real Estate Paralegal
Gilbert Law Firm LLC
2 Professional Village Circle
Beaufort, SC 29907
t. (843) 524-4000 f. (843) 524-4006

—Original Message—

From: Carl Rogers [mailto:carl@carlrogerslaw.com]
Sent: Monday, October 7, 2013 2:01 PM
To: 'Derek Gilbert'
Cc: 'Christina Wilson'
Subject: RE: Hird Island Investments to Lady Beaufort

Derek:

Per our conversations this past Friday afternoon and earlier today, the Seller needs to execute a few other documents in addition to the Deed and

<https://mail.google.com/mail/u/0/?ui=2&ik=e7ac60f3a1&view=pt&q=HIRD&q5=true&search=query&lh=14194ac1d2888766&siml=14194aedd2888766>

2/3

9/2/2014

Gilbert Law Firm LLC Mail - FW: Hird Island Investments to Lady Beaufort

other documents that Christina Wilson emailed to me. Those additional closing documents are attached hereto along with the proposed Closing Statement. Please confirm that Mr. Fender can complete and sign these documents today (some of which must be notarized) and send them to my office via overnight carrier so that we can disburse this transaction on Tuesday.

Please contact me if you have any questions or need to discuss this matter further. Thanks.

D. Carl Rogers, Attorney At Law
D. Carlyle Rogers, Jr., P.C.
1417 Stuart Engals Blvd., Suite 200
Mt. Pleasant, SC 29464
Mailing Address:
P.O. Box 2468
Mt. Pleasant, SC 29465
T - (843) 762-5845
F - (843) 654-9425
carl@carlrogerslaw.com

Exhibit D

Correspondence dated October 7, 2013
from Carl Rogers to Christina Wilson

000373

10/22/13

Fwd: Hird Island Investments to Lady Beaufort - snfender@gmail.com - Gmail

[Click here to enable desktop notifications for Gmail.](#) [Learn more](#)

Fwd: Hird Island Investments to Lady Beaufort

Starred
Important
Sent Mail
Drafts (2)
Personal
snfender@hargray.com
Travel
More

Christina Wilson

Oct 7

Christina Wilson
Real Estate Paralegal
Gilbert Law Firm LLC
2 Professional Village Circle
Beaufort, SC 29907
t. f.

—Original Message—

From: Carl Rogers [mailto:]
Sent: Monday, October 7, 2013 4:45 PM
To: 'Christina Wilson'; 'Derek Gilbert'
Subject: RE: Hird Island Investments to Lady Beaufort

The Buyer has signed all of its closing documents and the lender is ready, willing and able to fund upon our receipt of the signed deed and Seller closing documents. Derek, please give me a call to discuss this further. Thanks.

D. Carl Rogers, Attorney At Law
D. Carlyle Rogers, Jr., P.C.
1417 Stuart Engals Blvd., Suite 200
Mt. Pleasant, SC 29464
Mailing Address:
P.O. Box 2468
Mt. Pleasant, SC 29465

Exhibit E

Settlement Statement for sale
by Hird Island Investments, Inc.
to Inverness, LLC

000375

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN: 1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS. 6. FILE NUMBER: 13-0127.SAMPLE 7. LOAN NUMBER: 8. MORTGAGE INS CASE NUMBER:	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 10 304 (13-0127.SAMPLE.FFD)(13-0127.SAMPLE14)			
D. NAME AND ADDRESS OF BORROWER: INVERNESS, LLC PO BOX 2238 BEAUFORT, SC 29901		E. NAME AND ADDRESS OF SELLER: HIRO ISLAND INVESTMENTS, INC. 1509 KING STREET BEAUFORT, SC 29902	
G. PROPERTY LOCATION: PARCEL B, 2.99 ACRES, SAMS POINT ROAD LADY'S ISLAND, SC 29907 Beaufort County, South Carolina		H. SETTLEMENT AGENT: 20-1841062 Eversole Law Firm, P.C./Alysoun M. Eversole PLACE OF SETTLEMENT 1509 King Street Beaufort, SC 29902	
I. SETTLEMENT DATE: October 10, 2013		F. NAME AND ADDRESS OF LENDER: CASH TRANSACTION	

J. SUMMARY OF BORROWER'S TRANSACTION <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">100. GROSS AMOUNT DUE FROM BORROWER:</td></tr> <tr><td>101. Contract Sales Price</td><td style="text-align: right;">245,000.00</td></tr> <tr><td>102. Personal Property</td><td></td></tr> <tr><td>103. Settlement Charges to Borrower (Line 1400)</td><td style="text-align: right;">1,554.50</td></tr> <tr><td>104.</td><td></td></tr> <tr><td>105.</td><td></td></tr> <tr><td colspan="2"><i>Adjustments For Items Paid By Seller in advance</i></td></tr> <tr><td>106. City/Town Taxes to</td><td></td></tr> <tr><td>107. County Taxes to</td><td></td></tr> <tr><td>108. Assessments to</td><td></td></tr> <tr><td>109.</td><td></td></tr> <tr><td>110.</td><td></td></tr> <tr><td>111.</td><td></td></tr> <tr><td>112.</td><td></td></tr> <tr><td>120. GROSS AMOUNT DUE FROM BORROWER</td><td style="text-align: right;">246,554.50</td></tr> <tr><td colspan="2">200. 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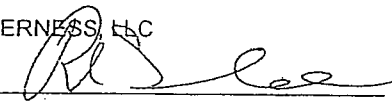
By signing page 2 of this statement, the signatories acknowledge receipt of a completed copy of page 1 of this two page statement.

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

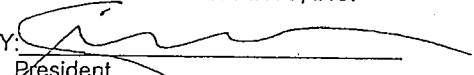
Borrower: INVERNESS, LLC
Seller: HIRD ISLAND INVESTMENTS, INC.
Lender: CASH TRANSACTION
Settlement Agent: Eversole Law Firm, P.C./Alysoun M. Eversole
(843)379-3333
Place of Settlement: 1509 King Street
Beaufort, SC 29902
Settlement Date: October 10, 2013
Property Location: PARCEL B, 2.99 ACRES, SAMS POINT ROAD
LADY'S ISLAND, SC 29907
Beaufort County, South Carolina

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

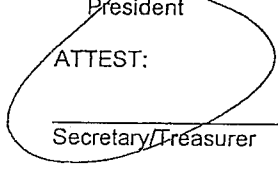
INVERNESS, LLC

BY: 

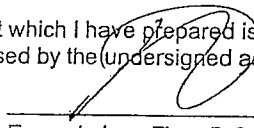
HIRD ISLAND INVESTMENTS, INC.

BY: 
President

ATTEST:


Secretary/Treasurer

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.


Eversole Law Firm, P.C./Alysoun M. Eversole
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

L. SETTLEMENT CHARGES				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. TOTAL COMMISSION Based on Price			\$ @ %		
Division of Commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission Paid at Settlement					
704.					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee	% to				
802. Loan Discount	% to				
803. Appraisal Fee	to				
804. Credit Report	to				
805. -	to				
806. -	to				
807. -	to				
808.					
809.					
810.					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest From	to @ \$	/day (days %)			
902. MIP Tollns. for Life of Loan	for months to				
903. Hazard Insurance Premium for	1.0 years to				
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	months @ \$	per month			
1002. Mortgage Insurance	months @ \$	per month			
1003. City/Town Taxes	months @ \$	per month			
1004. County Taxes	months @ \$	per month			
1005. Assessments	months @ \$	per month			
1006.	months @ \$	per month			
1007.	months @ \$	per month			
1008. Aggregate Adjustment	months @ \$	per month			
1100. TITLE CHARGES					
1101. Final Title Update	to Heritage Title Abstracting		25.00		
1102. Abstract or Title Search	to Heritage Title Abstracting		150.00		
1103. Title Examination	to				
1104. Title Insurance Binder	to				
1105. Document Preparation	to Eversole Law Firm, P.C.			300.00	
1106. Notary Fees	to				
1107. Attorney's Fees	to Eversole Law Firm, P.C.		400.00		
(Includes above item numbers:)					
1108. Title Insurance	to Eversole Title Insurance/Chicago Title		634.50		
(Includes above item numbers:)					
1109. Lender's Coverage	\$				
1110. Owner's Coverage	\$ 245,000.00	634.50			
1111. Admin Fee	to Eversole Law Firm, P.C.		25.00		
()					
1113. Satisfaction Processing Fee	to Eversole Law Firm, P.C.			5.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees: Deed \$ 10.00; Mortgage \$		Releases \$	10.00		
1202. City/County Tax Stamps: Deed		Mortgage		906.50	
1203. State Tax Stamps: Deed Stamps	906.50; Mortgage				
1204.					
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest Inspection	to				
1303. Tax Lien	to SC DEPT. OF REVENUE			1,000.00	
1304. LLC and Operating Agreement	to Eversole Law Firm, P.C.		310.00		
1305.					
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			1,554.50	2,211.50	

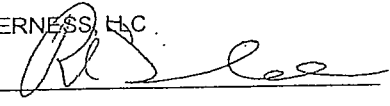
Certified to be a true copy.

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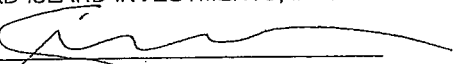
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INVERNESS, LLC

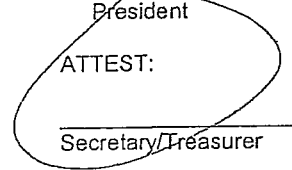
BY: 

HIRD ISLAND INVESTMENTS, INC.

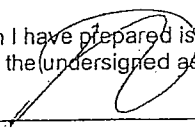
BY: 

President

ATTEST:


Secretary/Treasurer

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.


Eversole Law Firm, P.C./Alysoun M. Eversole
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Exhibit F

Deed from Hird Island Investments, Inc.
to Inverness, LLC

000380

32W
10/10/2013

BEAUFORT COUNTY SC - ROD
BK 03278 PGS 3262-3264
FILE NUM 2013059645
10/10/2013 04:48:04 PM
REC'D BY R WEBB RCPT# 725550
RECORDING FEES 10.00
County Tax 269.50
State Tax 637.00

Prepared by:
Alysoun M. Eversole
Eversole Law Firm, P.C.
1509 King St.
Beaufort, SC 29902

DMP: R123-015-000-0605-0000

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **HIRD ISLAND INVESTMENTS, INC.** for and in consideration of the sum of **TWO HUNDRED FORTY-FIVE THOUSAND AND 00/100 (\$245,000.00) DOLLARS** to it in hand paid at and before the sealing of these presents by **INVERNESS, LLC**, Post Office Box 2238, Beaufort, SC 29901, in the state aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said **INVERNESS, LLC**, its successors and/or assigns forever, in fee simple, the following described real property, to-wit:

ALL that certain piece, parcel or tract of land, situate, lying and being on Lady's Island, Beaufort County, South Carolina, shown as Parcel "B", containing 2.99 acres, more or less, as shown on that certain plat prepared by David E. Gasque, RLS, dated November 28, 2007 and recorded in Plat Book 123 at Page 111 at the office of the Register of Deeds for Beaufort County, South Carolina. For a more complete description as to metes and bounds, courses and distances, reference may be had to the aforementioned plat of record.

SUBJECT TO those certain Reciprocal Easements recorded with the Register of Deeds Office for Beaufort County, South Carolina in Record Book 1523 at Page 1564 and Record Book 2218 at Page 1786.

FURTHER SUBJECT TO Retention/Detention and Drainage Easement Agreement recorded in Record Book 2672 at Page 38, aforesaid records.

Grantor hereby specifically assigns and conveys any and all developer rights that it may have in regard to the aforementioned property.

This being a portion of that property conveyed to the within-named Grantor by Deed of Yemassee Investments, LLC, Mellon-Anderson Group, LLC, Ausper Construction, Inc., Shammy creek, LLC, Wallace Creek, LLC, Kevin Clardy, Martha B. Fender and Arthur Mills Joy, dated December 15, 2000 and recorded with the Register of Deeds Office for Beaufort County, South Carolina in Record Book 1477 at Page 813 and by Deed of Tommy Granger, Jr., Addison D. Fender, Christina E. Wester, Shane Granger, Donna Thibault, Sherwood N. Fender, Sherwood N. Fender, Jr. and Veronica Clardy, dated December 15, 2000 and recorded with said Register of Deeds Office in Record Book 1477 at Page 821.

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 unto the said INVERNESS, LLC, its successors and/or assigns, and Grantor does hereby bind itself and its successors and/or assigns to warrant and forever defend all and singular said premises unto the said INVERNESS, LLC, its successors and assigns as hereinabove provided against Grantor and its successors and/or any person or

INTENTIONALLY LEFT BLANK

persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS its hand and seal this 10th day of October, 2013.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

HIRD ISLAND INVESTMENTS, INC.

Saul J. F.
Witness 1
Deborah A. Rodgers
Witness 2

BY: [Signature]
Sherwood N. Fender, President

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, (Notary) Deborah A. Rodgers do hereby certify that Sherwood N. Fender, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO BEFORE ME, this 10th day of October, 2013.

[Signature]
Notary Public for South Carolina
My Commission Expires: 7/1/14

Exhibit G

Engagement Letter of Hird Island Investments, Inc.

to William M. Bowen

000384

WILLIAM M. BOWEN, P. A.
ATTORNEY AT LAW
POST OFFICE DRAWER 6128
HILTON HEAD ISLAND, SOUTH CAROLINA 29938
E-MAIL: WILBOW@HARGRAY.COM
(NOT FOR CONFIDENTIAL COMMUNICATIONS)

52 New Orleans Road, Suite 202
Hilton Head Island, SC 29928

Telephone 843/842-5000
Facsimile 843/686-5990

October 13, 2013
File No.: 13-315

Hird Island Investments, LLC.
%Mr. Sherwood Fender
Palmetto Office Park
Beaufort, SC 29901

Re: Letter of Engagement for Hird Island

Dear Sherwood:

I enjoyed meeting with you for the purpose of discussing my representation of Hird Island Investments, LLC., ("Hird"). As I know you know, it is appropriate and essential and a requirement of the South Bar Association for a client and lawyer to have a clear understanding as to the cost and general scope of legal services of the engagement. The following are general parameters regarding the scope of my representation, fees, costs and related matters. Please feel free to discuss any questions you may have about them with me at any time.

1. **Timekeeping.** My paralegals and I record the time spent on each matter for each client. This data is maintained in our computer from which we produce a monthly statement that will be mailed to you. Since computers can only generate what is input by humans, and since humans are not flawless, please do not hesitate to question any entry you do not understand, or concerns you may have regarding our billings.
2. **Hourly Rates.** I have established standard hourly rates for my paralegals and myself. These rates are adjusted from time to time, usually in January of each year, and may be changed during the course of our work for you. The standard rates are the basis for my usual charges. My charge for legal services is \$350.00 per hour, and the rate for paralegals is \$90.00 per hour.
3. **Costs.** In addition to my hourly fees for legal service, there will be normal and routine charges and expenses incurred such as long-distance telephone charges, photocopying, messenger services, computer assisted legal research, staff overtime (only on rare occasions if the particular circumstances of your case require it), travel, filing fees, etc. If an anticipated expense item is substantial, I will obtain your approval before it is incurred.
4. **Monthly Statements.** We will mail you a monthly invoice, which is due and payable upon receipt. Normally if an invoice is unpaid for 60 days, you should expect a call from Nancy Vaughn of our Accounting Department, inquiring as to whether there is a problem with

000385

either our service or your ability to pay. However in this case we will be looking to the Plaintiffs for the payment of attorney fees and costs upon the conclusion of this litigation.

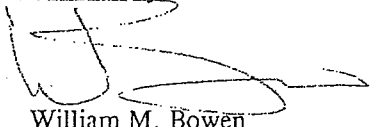
5. **Confidentiality.** My statements may contain confidential information. Accordingly you should treat the statements with care.

6. **File Retention.** The Firm will retain Hird's file for a period of three (3) years, after which time the file may be destroyed.

7. **Scope of Representation:** As we have discussed, my representation of Hird will involve such as may be necessary to protect the interest of Hird in connection with the suit of Lady Beaufort and Tideland Realty and the Counterclaim of Hird. Although my fee is based on time expended know that I do no charge for incidental telephone conferences and office conferences, unless significant time is involved. In such instances I encourage clients such as Hird to contact me whenever there is a concern or a need for advice. Off times such a telephone call or visit can result in the avoidance of a situation or issue that could be time consuming and expensive. Depending on the nature of the matter and not knowing the degree of resistance we may encounter in our efforts to resolve the issues, I cannot always estimate with certainty what the ultimate for it will be, but I will use every effort to minimize your costs in this regard.

If you wish for me to represent you as above, and you are in agreement with the terms of this letter, please sign the enclosed copy of this letter where indicated below and return it to me. I look forward to hearing from you.

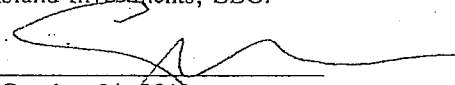
Yours truly,


William M. Bowen

WMB:mjp
Enclosure

Hird Island Investments wishes to engage your services as outlined above.

Hird Island Investments, LLC.

By 

As of October 21, 2013

000386

2

Exhibit H

Attorneys Fee Affidavit of William M. Bowen

000387

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	Case No. 2014-CP-07-0052
	)	
Lady Beaufort, LLC & Tideland	)	
Realty, Inc.,	)	
Plaintiffs,	)	
	)	ATTORNEY FEE AFFIDAVIT
vs.	)	
	)	
Hird Island Investments, Inc. and	)	
Sherwood N. Fender,	)	
Defendants.	)	
	)	

PERSONALLY appeared before me William M. Bowen ("Affiant"), the undersigned, who, on behalf of the firm of William M. Bowen, P.A., and upon being duly sworn, deposes and says that:

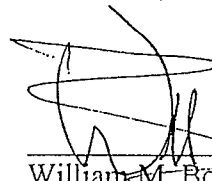
1. Affiant was retained to represent Defendants/Counterclaimants (the "Client") in the within action.
2. Affiant was admitted to the South Carolina Bar in 1966 and, since that time, has been continuously engaged in private practice, and received an "A" "V" rating from Martindale Hubbell in 1973. Additionally, he is a member of The South Carolina Bar Association and The American Bar Association. He has been a member of the South Carolina Bar Association Executive Committee, a Circuit vice-president, the board of the Senior Lawyers Bar Association, a member of the Corporate, Probate and Family Law Sections of that Bar Association.
3. The time spent as set forth more fully hereinafter was necessary to determine and protect the Client's interest, and in order to make a clear and concise presentation of the issues to the Court.

000388

4. Rule 32, Rules of the South Carolina Supreme Court, which contains the Canons of Ethics concerning the setting of attorney's fees, is incorporated herein.
5. The plethora of case law by the Supreme Court of South Carolina concerning the factors and criteria should be considered in the setting of attorney's fees.
6. In determining the amount of fees the Court should consider, among other things, the file herein and the Court's knowledge of the litigation between these parties, which reflects the difficulty of the services rendered, the time necessarily expended, the result accomplished, the fact that there is no contingency of compensation in a domestic case, and the other factors which are set forth in the Canons of Ethics and the case law decisions of this State.
7. Affiant customarily charges \$375.00 per hour, and \$90.00 per hour for the time of paralegal. This is Affiant's routine fee for matters of this nature, and such hourly fee is in the range of fees customarily charged in this location for matters of this nature.
8. A detailed account of the services rendered to the Client by Affiant is reflected on the 15 pages of Affiant's attached hereto.
9. The aforementioned Invoices for services and expenditures were maintained contemporaneously as the work was performed and expenses incurred.
10. Affiant, based not only upon the time necessarily devoted to this cause, but also upon the other criteria which have been held to be relevant in the setting of attorney's fees, costs and suit money, on behalf of the Client
11. Affiant has reviewed the books and records of the law firm, and finds that from August 27, 2014 March 1, 2017 the Firm has billed time to the Client and paid costs as set forth on the attached Statements in the total amount of \$44,309.63.

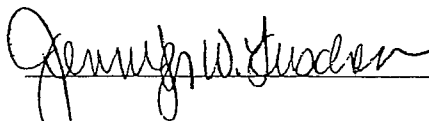
12. All time was devoted to matters appropriate and necessary to represent the best interests of the Client, and included written correspondence, conferences, telephone calls, preparation of pleadings and other documents, conducting depositions, attending hearings, and other matters related to this litigation. The time for the attorney involved in the file and his customary billing rates are set forth on the attached Invoices
13. Based upon the foregoing, the Affiant is informed and believes that the Court should award the sum of \$44,309.63 as reasonable attorneys' fees and associated costs.

FURTHER AFFIANT SAYETH NAUGHT.



William M. Bowen, Attorney for
Defendants and Counterclaimant

SWORN TO BEFORE ME on February 28, 2017



Notary Public for South Carolina
My Commission Expires: 11/28/2022

000390

William M. Bowen, PA

Postal Drawer 6128
Hilton Head Island, SC 29938
843 842 5000

Statement

Date
3/1/2017

Hird Island Investments, LLC
c/o Sherwood Fender
P O Box 1101
Beaufort, SC 29901

Amount Due	Amount Enc.
\$44,309.63	

Date	Transaction	Amount	Balance
08/27/2014	INV #7790. Orig. Amount \$3,500.00.	3,500.00	3,500.00
09/30/2014	INV #7831. Orig. Amount \$1,750.00.	1,750.00	5,250.00
12/03/2014	INV #7900. Orig. Amount \$1,925.00.	1,925.00	7,175.00
06/30/2015	INV #8092. Orig. Amount \$6,300.00.	6,300.00	13,475.00
07/30/2015	INV #8144. Orig. Amount \$367.50.	367.50	13,842.50
12/01/2015	INV #8277. Orig. Amount \$3,375.00.	3,375.00	17,217.50
03/01/2016	INV #8388. Orig. Amount \$6,830.00.	6,830.00	24,047.50
04/05/2016	INV #8451. Orig. Amount \$1,937.03.	1,937.03	25,984.53
05/31/2016	INV #8522. Orig. Amount \$1,125.00.	1,125.00	27,109.53
07/05/2016	INV #8566. Orig. Amount \$5,858.10.	5,858.10	32,967.63
07/13/2016	INV #8593. Orig. Amount \$467.00. VOID:	467.00	33,434.63
08/02/2016	INV #8624. Orig. Amount \$375.00.	375.00	33,809.63
08/31/2016	INV #8652. Orig. Amount \$2,062.50.	2,062.50	35,872.13
01/10/2017	INV #8823. Orig. Amount \$562.50.	562.50	36,434.63
03/01/2017	INV #8879. Orig. Amount \$7,875.00.	7,875.00	44,309.63

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
7,875.00	0.00	562.50	0.00	35,872.13	\$44,309.63

Billing records are maintained by computer - information is input by humans.
Please call with any questions regarding billing upon receipt while supporting
information is current.

000391

William M. Bowen, PA

Postal Drawer 6128
Hilton Head Island, SC 29938
(843) 842-5000
EIN # 57- 0946776

Invoice

Date	Invoice #
8/27/2014	7790

Hird Island Investments, LLC
c/o Sherwood Fender
P O Box 1101
Beaufort, SC 29901

Legal Matter

DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
8/16/2014	Review of file with client in Beaufort on 8-15-14. - 2hrs 2-3-14 Receipt and review of Complaint and preparation and service of Answer and Counterclaim - 2hrs 6-11-14 Receipt and review of Amended Complaint and preparation and service of Answer and counterclaim thereto - 2hrs	6	350.00	2,100.00
8/17/2014	File review and draft of interrogatories	2	350.00	700.00
8/18/2014	Preparation of discovery request	2	350.00	700.00
Total				\$3,500.00

The dates of services provided do not necessarily reflect the date upon which they were rendered but rather the date upon which they were entered into the computer billing systems.

Payments/Credits \$0.00

Balance Due \$3,500.00

000392

William M. Bowen, PA

Postal Drawer 6128
Hilton Head Island, SC 29938
(843) 842-5000
EIN # 57- 0946776

Invoice

Date	Invoice #
9/30/2014	7831

Hird Island Investments, LLC
c/o Sherwood Fender
P O Box 1101
Beaufort, SC 29901

Legal Matter

DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
9/9/2014	Review of files for Hird, Lady Beaufort and Inverness Sales for information to include in pretrial discovery.	3	350.00	1,050.00
9/9/2014	Final drafts of Interrogatories and Request to Produce to Plaintiffs	2	350.00	700.00
			Total	\$1,750.00

The dates of services provided do not necessarily reflect the date upon which they were rendered but rather the date upon which they were entered into the computer billing systems.

Payments/Credits \$0.00

Balance Due \$1,750.00

000393

William M. Bowen, PA

Postal Drawer 6128
Hilton Head Island, SC 29938
(843) 842-5000
EIN # 57- 0946776

Invoice

Date	Invoice #
12/3/2014	7900

Hird Island Investments, LLC
c/o Sherwood Fender
P O Box 1101
Beaufort, SC 29901

Legal Matter

DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
11/6/2014	Document review and pre deposition conference with Robert Sample	2	350.00	700.00
11/10/2014	Correspondence with Drew re consent to amendment	0.5	350.00	175.00
11/10/2014	Receipt and review of second amended complaint-draft of answer and counter claim and interrogatories-correspondence with Drew and Client.	3	350.00	1,050.00
			Total	\$1,925.00

The dates of services provided do not necessarily reflect the date upon which they were rendered but rather the date upon which they were entered into the computer billing systems.

Payments/Credits \$0.00

Balance Due \$1,925.00

000394

William M. Bowen, PA

Postal Drawer 6128
Hilton Head Island, SC 29938
(843) 842-5000
EIN # 57- 0946776

Invoice

Date	Invoice #
6/30/2015	8092

Hird Island Investments, LLC
c/o Sherwood Fender
P O Box 1101
Beaufort, SC 29901

Legal Matter

DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
6/12/2015	Document review and conference with client	2	350.00	700.00
6/29/2015	Preparation for mediation	2	350.00	700.00
6/29/2015	Trial Preparation	4	350.00	1,400.00
7/2/2015	Travel to Charleston for mediation	8	350.00	2,800.00
7/2/2015	Meeting with client	2	350.00	700.00
Total				\$6,300.00

The dates of services provided do not necessarily reflect the date upon which they were rendered but rather the date upon which they were entered into the computer billing systems.

Payments/Credits \$0.00

Balance Due \$6,300.00

000395

William M. Bowen, PA

Postal Drawer 6128
Hilton Head Island, SC 29938
(843) 842-5000
EIN # 57- 0946776

Invoice

Date	Invoice #
7/30/2015	8144

Hird Island Investments, LLC
c/o Sherwood Fender
P O Box 1101
Beaufort, SC 29901

Legal Matter

DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
7/2/2015	\$67.50 Charleston Place Travel expense	1	67.50	67.50
7/1/2015	Charleston expenses		300.00	300.00
			Total	\$367.50

The dates of services provided do not necessarily reflect the date upon which they were rendered but rather the date upon which they were entered into the computer billing systems.

Payments/Credits \$0.00

Balance Due \$367.50

000396

William M. Bowen, PA

Postal Drawer 6128
Hilton Head Island, SC 29938
(843) 842-5000
EIN # 57- 0946776

Invoice

Date	Invoice #
12/1/2015	8277

Hird Island Investments, LLC
c/o Sherwood Fender
P O Box 1101
Beaufort, SC 29901

Legal Matter

DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
11/12/2015	Conference with client re witnesses and interrogatories	4	375.00	1,500.00
11/15/2015	Conference with client - drafting Answers to Plaintiffs' Interrogatories	4	375.00	1,500.00
11/16/2015	Final draft of Defendant's Answers to Plaintiff's Interrogatories and transmittal to Plaintiff's attorney.	1	375.00	375.00
			Total	\$3,375.00

The dates of services provided do not necessarily reflect the date upon which they were rendered but rather the date upon which they were entered into the computer billing systems.

Payments/Credits \$0.00

Balance Due \$3,375.00

000397

William M. Bowen, PA

Postal Drawer 6128
Hilton Head Island, SC 29938
(843) 842-5000
EIN # 57- 0946776

Invoice

Date	Invoice #
3/1/2016	8388

Hird Island Investments, LLC
c/o Sherwood Fender
P O Box 1101
Beaufort, SC 29901

Legal Matter

DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
2/8/2016	Traveling to and from Beaufort for meeting with witness	5	375.00	1,875.00
2/8/2016	Document review and correspondence with client	5	375.00	1,875.00
2/8/2016	200 copies	200	0.40	80.00
2/11/2016	Telephone conferences with client - file review - preparation of 30b6 deposition notice for Lady Bird	4	375.00	1,500.00
	-telephone conferences with client - file review - preparation of 30b6 deposition notice for Tideland - Letters of transmittal			
2/15/2016	interview clients in Beaufort for Trial preparation	4	375.00	1,500.00
	Total Reimbursable Expenses			0.00
			Total	\$6,830.00

The dates of services provided do not necessarily reflect the date upon which they were rendered but rather the date upon which they were entered into the computer billing systems.

Payments/Credits \$0.00

Balance Due \$6,830.00

000398

William M. Bowen, PA

Postal Drawer 6128
Hilton Head Island, SC 29938
(843) 842-5000
EIN # 57- 0946776

Invoice

Date	Invoice #
4/5/2016	8451

Hird Island Investments, LLC
c/o Sherwood Fender
P O Box 1101
Beaufort, SC 29901

Legal Matter

DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
3/3/2016	File review for purpose of responding to Plaintiffs' request for production	2	375.00	750.00
3/4/2016	146 copies of response to Plaintiffs' request for production.	146	0.40	58.40
3/5/2016	Finalization of reply to Plaintiffs RFP	2	375.00	750.00
3/8/2016	\$3.63-mail out Defendants Responses to Plaintiffs' 1st Requests for Production.	1	3.63	3.63
3/16/2016	Correspondence and telephone conference with client	1	375.00	375.00
			Total	\$1,937.03

The dates of services provided do not necessarily reflect the date upon which they were rendered but rather the date upon which they were entered into the computer billing systems.

Payments/Credits \$0.00

Balance Due \$1,937.03

000399

William M. Bowen, PA

Postal Drawer 6128
Hilton Head Island, SC 29938
(843) 842-5000
EIN # 57- 0946776

Invoice

Date	Invoice #
5/31/2016	8522

Hird Island Investments, LLC
c/o Sherwood Fender
P O Box 1101
Beaufort, SC 29901

Legal Matter

DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
5/10/2016	File review and correspondence with opposing attorney re depositions	1	375.00	375.00
5/25/2016	Correspondence regarding scheduling of depositions and related matters.	2	375.00	750.00
			Total	\$1,125.00

The dates of services provided do not necessarily reflect the date upon which they were rendered but rather the date upon which they were entered into the computer billing systems.

Payments/Credits \$0.00

Balance Due \$1,125.00

000400

William M. Bowen, PA

Postal Drawer 6128
Hilton Head Island, SC 29938
(843) 842-5000
EIN # 57- 0946776

Invoice

Date	Invoice #
7/5/2016	8566

Hird Island Investments, LLC
c/o Sherwood Fender
P O Box 1101
Beaufort, SC 29901

Legal Matter

DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
6/4/2016	Review Trumps response to Production Request	2	375.00	750.00
6/13/2016	File review and correspondence regarding deposition on the 21st	1	375.00	375.00
6/14/2016	Receipt and review of production response and correspondence with Michelle and Robert	1.5	375.00	562.50
6/26/2016	Prepare for Trump Deposition	2	375.00	750.00
6/27/2016	Prepare for Trump Deposition	4	375.00	1,500.00
6/28/2016	114 copies of Exhibits to Lady Beaufort & Tideland Depositions.	114	0.40	45.60
6/29/2016	Depositions in Beaufort	5	375.00	1,875.00
			Total	\$5,858.10

The dates of services provided do not necessarily reflect the date upon which they were rendered but rather the date upon which they were entered into the computer billing systems.

Payments/Credits \$0.00

Balance Due \$5,858.10

000401

William M. Bowen, PA

Postal Drawer 6128
Hilton Head Island, SC 29938
(843) 842-5000
EIN# 57- 0946776

Invoice

Date	Invoice #
7/13/2016	8593

Hird Island Investments, LLC
c/o Sherwood Fender
P O Box 1101
Beaufort, SC 29901

Legal Matter

DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
7/11/2016	Recording Fee for Case # 2014-CP-07-0052. Deposition of Matt A. Trumps and D. Carlyle Rogers, Jr., taken on June 30, 2016	1	467.00	467.00
Total				\$467.00

The dates of services provided do not necessarily reflect the date upon which they were rendered but rather the date upon which they were entered into the computer billing systems.

Payments/Credits \$0.00

Balance Due \$467.00

000402

William M. Bowen, PA

Postal Drawer 6128
Hilton Head Island, SC 29938
(843) 842-5000
EIN # 57- 0946776

Invoice

Date	Invoice #
8/2/2016	8624

Hird Island Investments, LLC
c/o Sherwood Fender
P O Box 1101
Beaufort, SC 29901

Legal Matter

DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
7/6/2016	Telephone conference and correspondence with parties re place of deposition	1	375.00	375.00
			Total	\$375.00

The dates of services provided do not necessarily reflect the date upon which they were rendered but rather the date upon which they were entered into the computer billing systems.

Payments/Credits \$0.00

Balance Due \$375.00

000403

William M. Bowen, PA

Postal Drawer 6128
Hilton Head Island, SC 29938
(843) 842-5000
EIN # 57- 0946776

Invoice

Date	Invoice #
8/31/2016	8652

Hird Island Investments, LLC
c/o Sherwood Fender
P O Box 1101
Beaufort, SC 29901

Legal Matter

DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
8/11/2016	Correspondence with opposing counsel	1	375.00	375.00
8/17/2016	Derek Gilbert deposition in Beaufort	4.5	375.00	1,687.50
			Total	\$2,062.50

The dates of services provided do not necessarily reflect the date upon which they were rendered but rather the date upon which they were entered into the computer billing systems.

Payments/Credits \$0.00

Balance Due \$2,062.50

000404

William M. Bowen, PA

Postal Drawer 6128
Hilton Head Island, SC 29938
(843) 842-5000
EIN # 57- 0946776

Invoice

Date	Invoice #
1/10/2017	8823

Hird Island Investments, LLC
c/o Sherwood Fender
P O Box 1101
Beaufort, SC 29901

Legal Matter

DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
12/16/2016	Sherwood Deposition	1.5	375.00	562.50
			Total	\$562.50

The dates of services provided do not necessarily reflect the date upon which they were rendered but rather the date upon which they were entered into the computer billing systems.

Payments/Credits \$0.00

Balance Due \$562.50

000405

William M. Bowen, PA

Postal Drawer 6128
Hilton Head Island, SC 29938
(843) 842-5000
EIN # 57- 0946776

Invoice

Date	Invoice #
3/1/2017	8879

Hird Island Investments, LLC
c/o Sherwood Fender
P O Box 1101
Beaufort, SC 29901

Legal Matter				
DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
2/23/2017	Trial preparation	2	375.00	750.00
2/24/2017	Telephone conference with attorney for plaintiff and conference with client in preparation for trial	4	375.00	1,500.00
2/26/2017	Doc Review	2	375.00	750.00
2/27/2017		4	375.00	1,500.00
2/28/2017	Trial preparation	3	375.00	1,125.00
3/1/2017	Attendance at trial and travel	6	375.00	2,250.00
Total				\$7,875.00

The dates of services provided do not necessarily reflect the date upon which they were rendered but rather the date upon which they were entered into the computer billing systems.

Payments/Credits \$0.00

Balance Due \$7,875.00

000406