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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas
The Honorable Bentley D. Price, Circuit Court Judge

Circuit Court Case No. 2017-CP-07-01057
Appellate Case No. 2022-000867

Bittmint LLC and Harbour Town Surf Shop LLC.....Appellants,

v.

Lynda H. Johnson, Charles S. Giannone, and Sea Pines Resort, LLC,
.....Respondents.

RECORD ON APPEAL
VOLUME IV

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Case # 2017-CP-07-1052

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

EXHIBITS

Plaintiff(s) Bithmint LLC etal
vs.
Defendant(s) Lynda Johnson etal

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2022 MAR -2 PM 12:59
JERRI ANN ROSSNEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

Court Reporter Brenda Roberts RCR Trial Judge Benteke Price
Clerk of Court Kristen A Kirkman
Date 3-2-2022

1052

Case # 2017-CP-07-1057

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

EXHIBITS

Plaintiff(s) Bittmint LLC et al
vs.
Defendant(s) LYNDA Johnson et al

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JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

Court Reporter Donnie Victoria DCRP Trial Judge Bentley Price
Clerk of Court Kristen A. Kirkman
Date 3-1-2022

2012

DB 206 P 1143

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, CONDITIONS, ETC., which constitute covenants running with certain commercial lands of Lighthouse Beach Company.

Repurchase Option @ Part I (#19) Assigned to Sea Pines 2087 24 Lp

COMMERCIAL USE COVENANTS
January 25, 1973

WHEREAS, LIGHTHOUSE BEACH COMPANY, a Limited Partnership organized and existing under the laws of the State of South Carolina, is the owner of certain lands located on Hilton Head Island, Beaufort County, South Carolina; and

WHEREAS, LIGHTHOUSE BEACH COMPANY desires to make, publish and record a declaration of restrictive covenants affecting certain properties designated for commercial use and desires to have said restrictive covenants filed in the Office of the Clerk of Court for Beaufort County, South Carolina, reserving the right in each instance to add additional restrictive covenants in respect to said properties; and

WHEREAS, LIGHTHOUSE BEACH COMPANY recognizes that said properties are situate in an environmentally sensitive area and that any development of said property is a matter of concern to both the developing party and the Community-at-large; and

WHEREAS, LIGHTHOUSE BEACH COMPANY desires to insure that all properties now, or hereafter, owned by it are developed pursuant to an orderly plan which contemplates among other things the environmental impact on the Community-at-large of any proposed developmental scheme for such properties;

NOW THEREFORE, LIGHTHOUSE BEACH COMPANY does hereby declare that the provisions contained herein are rights, restrictions, conditions and affirmative obligations all constituting covenants running with the land which is conveyed by LIGHTHOUSE BEACH COMPANY by deed or other written instrument in which reference is



specifically made to these covenants. The Company reserves in each instance the right to add, in Deeds of Conveyance, additional covenants in respect to said properties so conveyed by such Deed, or to limit therein the application of the uniform covenants contained herein. Notice of such additional covenants will, in all cases, be set forth in the contract of sale relating to such property. 1144

IT BEING THE TRUE INTENT AND PURPOSE of this Declaration that the commercial land use covenants contained herein shall be the sole applicable covenants restricting and affecting commercial properties conveyed by LIGHTHOUSE BEACH COMPANY, subsequent to the recording of this Declaration, and such other property as may be deeded subject to the covenants herein by specific reference in individual deeds, or by subsequent declarations; and further, it is the true intent and purpose of LIGHTHOUSE BEACH COMPANY, that to the extent that there is conflict between those restrictions and covenants previously recorded, as set forth above, and those of the instant Declaration, the provisions of the instant Declaration shall govern and restrict commercial properties hereafter conveyed in deeds making reference to this Declaration.

DEFINITIONS

1. Whenever used herein, the term "the Company" shall refer to LIGHTHOUSE BEACH COMPANY, its successors and assigns.

2. Whenever used herein, the term "Commercial Property" shall apply to property used or to be used for all retail commercial uses except "package stores" for the sale and take-out of alcoholic beverages and real estate sales offices which accept listings,and offer for sale, real property outside the Forest Beach area. Permissible retail commercial uses shall includs, but not be limited to, retail shops, hotel, motel, motor hotel, or motor lodge sites or operation, and all other Class "B" multi-family residence areas such as condominiums or apartments.

3. The term "Owner" when used in these covenants and restrictions shall refer to both the original owner, builder and developer of any tract, subdivision or lot of land as well as any subsequent owner of a parcel of land upon which commercial uses are to be or have been made, and shall specifically include the owner of a condominium dwelling within a structure located on such property.

4. The term "Class "B" Multi-Family Residence Areas" shall refer to any original tract, subdivision or lot of land, as well as any subsequently subdivided portion thereof, intended for multi-family residential use and which has been subjected to the provisions of these restrictions and covenants by reference in deeds to property issued by the Company.

The Covenants and Restrictions below will be referred to as the Commercial Use Restrictions of January 25, 1973, and will be recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, and will be incorporated by reference in deeds to commercial property issued by LIGHTHOUSE BEACH COMPANY by reference to the Book and Page of recording in the realty records in the Office of the Clerk of Court for Beaufort County, South Carolina.

PART I

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO COMMERCIAL PROPERTY OWNED BY LIGHTHOUSE BEACH COMPANY.

1. No building, fence or other structure shall be erected, placed or altered on any lot in such Commercial Property until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), and construction schedule

shall have been approved in writing by the Company, its successors or assigns. Refusal of approval of plans, location or specifications may be based by the Company upon any ground, including purely aesthetic conditions, which, in its sole and uncontrolled discretion, the Company shall deem sufficient, provided, however, that such approval by the Company shall not be unreasonably withheld. Matters which will be considered by the Company before plans or specifications are approved include, but are not limited to, the following: (a) the ratio of hard surface to natural tree or landscaped surface as reflected in the Master Plan; (b) location of utility lines; (c) the ratio of parking spaces to building capacity; the adequacy of recreational facilities when viewed against the number of persons such facilities are projected to serve; (d) an acceptable plan to provide for the capture and disposition of any surface water run-off on the property; (e) adequacy of proposed restaurant facilities, convention facilities, meeting areas, or auditoriums when viewed against the number of persons such facilities are projected to serve and the desirability of each Commercial venture being reasonably self-sufficient; and (f) whether any of the proposed improvements to be constructed on the Property exceed the maximum allowable height for such improvements which, without the written consent of the Company, may not exceed five (5) floors or sixty-two (62) feet above mean sea level. In no event will the Company approve plans and specifications that do not meet, at least, the minimum standards for construction as established by the "Southern Standard Building Code" in effect at the time such approval is requested. No alterations in the exterior appearance of any building or structure shall be made after initial construction without like approval by the Company. Approval shall not be unreasonably withheld and permission shall not be refused to make any addition or modification to any structure on the property so long as the proposed addition

1146

or modification is constructed of materials of comparable quality with the existing structures on the property and the design and site plan of said addition or modification is compatible with the existing structures on the property. One (1) copy of all plans and related data, as approved by the Company, shall be furnished the Company for its records and all improvements constructed on the property must be constructed pursuant to such plans and specifications with no material variations therefrom unless approved, in writin, by the Company. A variation will be deemed "material" in any case where such variation would not meet minimum standards for construction as established by the "Southern Standard Building Code" in effect at the time a request for approval of plans, as provided for hereinabove, was made.

2. The exterior of any structure on Commercial Property must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or building due to strikes, fires, national emergency or natural calamities.

3. It shall be the responsibility of the owner of land subject to these covenants to prevent the development of any unclean, unsightly or unkept conditions at any buildings or on the grounds of said tract of land which conditions would tend to substantially decrease the beauty of Hilton Head Island as a whole or of the specific tract of land subject to these covenants. If said lot owner does not maintain said land and any improvements thereon according to the standards which LIGHTHOUSE BEACH COMPANY has established, after ten (10) days' written notice to the lot

owner and failure of the land owner to correct the defective conditions, LIGHTHOUSE BEACH COMPANY, at the land owner's expense, may enter upon the premises and correct the defective conditions. 1148

4. No noxious or offensive activity shall be carried on upon any Commercial Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

5. The Company reserves the right to restrict the size, color and content of any signs to be erected on such Commercial Property. Property identification and like signs exceeding a combined total of more than ten (10) square feet may not be erected without the written permission of the Company. The Company will use, as criteria for approval of signs to be erected on Commerical Property, the manual "Street Graphics", published in 1972 by the American Institute of Landscape Architects Foundation under grants from the Department of Housing and Urban Development. The size of all such signs shall be that appropriate for twenty-five (25) miles per hour traffic as set forth in said manual. In no event will the Company approve the erection of signs which do not conform to the criteria set forth in said manual.

6. Each Commercial Property Owner shall provide adequate space for off-street parking for use by customers of the commercial venture.

7. Each Commercial Property owner shall provide receptacles for garbage in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company.

8. Prior to the construction and use of a commercial structure on any Commercial Property, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of the Forest Beach Public Service District. No sewage shall be emptied or discharged into the ocean, any creek, marsh, river, sound or beach or shoreline thereof, nor shall disposal of sewage by means of septic tank or tanks be permitted on any Commercial Property except as approved as a temporary measure by the county sanitary engineer.

9. The Company reserves unto itself, its successors and assigns a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use the electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over the rear ten (10) feet of each lot and ten (10) feet along one (1) side of all Commercial Property sites and such other areas as are shown on the applicable plat; provided further, that the Company may cut drainways for surface water whenever and wherever such action may appear to the Company to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation, and to maintain reasonable standards of health, safety and appearance. It further reserves the right

to locate wells, pumping stations and tanks within any Commercial Property designated for such use on the applicable plat of a subdivision or to locate same upon any lot with the permission of the owner of such Commercial Property. Such rights may be exercised by any licensee of the Company but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

10. The Company reserves unto itself, its successors and assigns a perpetual, alienable and releasable easement on, over and under the ground to construct a paved bicycle path to interconnect to any other such paved bicycle paths which are now or will be constructed along those roads now known as South Forest Beach Drive, Pope Avenue, and Cordillo Parkway on, in, or over the first ten (10) feet of each lot or tract on each side thereof which is bounded by the right-of-way of the aforesaid roads, provided, however, that in any case where the Company has reserved easements pursuant to paragraph 9 hereinabove and this paragraph 10, the Company will use its best efforts to make the area of said easements coincide one with the other wherever reasonably possible. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such paved bicycle path.

11. No structure of a temporary character shall be placed upon any Commercial Property at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of any permanent structure, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or for any commercial uses or permitted to remain on the lot after completion of construction.

12. No trailer, tent, barn, tree house or other similar outbuilding or structure shall be placed on any Commercial Property at any time, either temporarily or permanently, without written approval by the Company.

13. No fuel tanks or similar storage receptacles may be [illegible] structure within a screened area as required in paragraph 14 herein, or buried underground.

14. Each Commercial Property owner must construct a screening fence to shield and hide from view any service yards or areas. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Company prior to construction.

15. No private water wells may be drilled or maintained on any Commercial Property so long as Forest Beach Public Service Commission, their agents, successors or assigns, plans a water distribution line within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal business use by such distribution lines; provided further that such water distribution line must be completed within five (5) days from the date of completion of any permanent structure or a private well may be drilled by the Commerical Property owner.

16. No large trees measuring six (6) inches or more in diameter at a point four (4) feet above ground level may be removed without the written approval of the Company, unless located within ten (10) feet of any permanent structure, driveway, or parking area, or within ten (10) feet of the approved site for such building,

driveway, or parking area. The objective of this provision is to insure that all Commercial Property has an adequate tree border on each side of such property abutting on a road or street, and, further, to insure that no trees are removed from any Commercial Property except in those specific instances where failure to remove a tree or trees would substantially impair or prohibit the use of the property for the purpose approved by the Company. An owner of Commercial Property affected by these covenants and restrictions shall be deemed in violation of this provision in each instance of the removal proscribed hereinabove, whether such removal be deliberate or the result of negligence on the part of such owner or his agent or agents.

17. No Commercial Property site shall be subdivided, or its boundaries changed, except with the written consent of the Company, which consent will not be unreasonably withheld. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on a plat of Commercial Property sites in order to create a modified site or sites and to take such other steps as are reasonably necessary to make such replatted lots suitable and fit as Commercial Property sites including, but not limited to, the relocation of easements, walkways and rights-of-way to conform to the new boundaries of said replatted lots, provided that no lot originally shown on a recorded plat is reduced by more than twenty (20) per cent from its original size but further provided, that any such lot may be reduced in size to a minimum of one (1) acre whether or not such reduction in size is more than twenty (20) per cent of the area of the lot as originally platted. The restrictions and covenants herein apply to each Commercial Property site so created.

18. No improvements may be made on any Commercial Property

which exceed a height of five floors or sixty-two (62) feet above mean sea level unless approved, in writing, by the Company. The Company reserves the right to establish maximum height restrictions which are less than sixty-two (62) feet in any Contract of Sale for commercial property, and to allow an additional measure of height over and above sixty-two (62) feet, up to a maximum amount of eight (8) feet for use as a roof wall for the purpose of concealing roof-mounted equipment essential to the operation of any commercial buildings constructed on the property.

19. In the event the owner desires to sell a Commercial Property site on Hilton Head Island together with its improvements, if any, then said property shall be offered for sale to the Company at the same price at which the highest bona fide offer has been made for the property, and the said Company shall have thirty (30) days within which to exercise its option to purchase said property at this price; and should the Company fail or refuse, within thirty(30) days after receipt of written notice of the price and terms, to exercise its options to purchase said property at the offered price, then the owner of said property shall have the right to sell said property, subject, however, to all covenants and limitations herein contained, at a price not lower than that at which it was offered to the Company. For the purpose of this paragraph 19, a "sale" by the owner of a Commercial Property site shall include, but not be limited to, a sale of such site by an individual owner, partnership, or other such unincorporated entity and, in the case of a corporate owner, a consolidation or merger into another corporation where the corporate owner is not the resulting or surviving corporation, or the consolidation or merger of another corporation into it, where the corporate owner is not the resulting or surviving corporation, or the sale or transfer to another corporation of all or substantially all of its business and assets, or the sale or transfer of all or substantially all of its stock.

20. In addition to the foregoing, the following additional covenants and restrictions shall apply to all Commercial Property which is designated, approved for use, or used for the operation of a hotel, motel, motor hotel, or motor lodge.

(a) All Commercial Property designated for such use shall be used solely for the operation of a hotel, motel, motor hotel, or motor lodge, including the rental of rooms to overnight guests, the rental of banquet and convention facilities, the operation of retail food and refreshment facilities including the sale of alcoholic beverages for consumption on the premises, if permitted by law, and the rental of retail shop or office space provided, however, that such retail shop or office space may not be used for "package stores" for the sale and take-out of alcoholic beverages and real estate sales offices which accept listings, and offer for sale, real property outside the Forest Beach area, unless approved, in writing, by the Company. The term "operation of retail food and refreshment facilities" as used in these covenants is limited to those establishments which offer food and beverage services to the general public at seated tables and booths or bars limited on the interior of an all-weather building, within employ of the operators providing table service to customers, or counter service in the case of bars, unless LIGHTHOUSE BEACH COMPANY approves, in writing, the operation of the facility without table service, and specifically does not include, unless approved, in writing, by the Company, the operation of a "fast food" or "Take-out food" facility on the premises.

21. In addition to the foregoing, the following additional covenants and restrictions shall apply to all Commercial Property which is designated, approved for use, or used as a Class "B" Multi-Family Residence Area, including common-wall townhouse structures, apartments, villas, and all other types of multi-family residential buildings:

(a) No plans will be approved unless the proposed house or structure will have the minimum required square footage of enclosed dwelling area, and not exceed the maximum square footage of dwelling or maximum number of dwelling units, or maximum height above the ground, or maximum number of residential dwelling floors. Such minimum and maximum requirements for each lot will normally be specified in each sales contract and expressly stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, boat sheds, terraces, decks, open porches, and the like areas. The term does include, however, screened porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two story structure.

(b) Since the establishment of standard inflexible building set back lines for locating houses or other structures on lots tends to force construction of buildings both directly behind and directly to the side of other homes or buildings with detrimental effect on privacy,

view, preservation of important trees, etc., no specific set back lines are established by these covenants. In order to assure, however, that location of villas, townhouses, or other structures will be staggered, so that the maximum amount of view and breeze will be available to each dwelling unit, and that the structures will be located with regard to the topography of each individual lot, taking into consideration the height of dunes, the location of large trees, and similar considerations, the Company reserves unto itself, its successors, and assigns, the right to control absolutely and to decide the precise site of any villa, townhouse, dwelling or other structure or structures, and to cluster or otherwise arrange any structures or complex of structures on any lot or subdivision of lots within the Class "B" Multi-Family Residence Areas for reasons which may in the sole and uncontrolled discretion and judgment of the Company seem sufficient PROVIDED, HOWEVER, that such location shall be determined only after reasonable opportunity is afforded the lot or tract owner to recommend a specific site, and PROVIDED FURTHER, that in the event an agreed location is stipulated in writing in the contract of purchase the Company shall approve automatically such location for a residence, or group of residential units.

(c) All lots in said residence areas shall be used for residential purposes exclusively. The facilities included on the site may include common meeting rooms, housekeeping supply rooms, and social rooms. No structure or structures shall be erected, altered, placed

MALIA PLAT P 0090

or permitted the resubdivision of lots except as provided for in these covenants and restrictions. The Company expressly reserves the right to: (a) determine and limit the number of villas, townhouses, or other residential units or group of such units to be placed on a given tract, area or lot of land; (b) determine and limit the maximum height of any and all such structures; and (c) determine and limit the total maximum occupancy or density of all units combined within a given subdivision or complex.

(d) Notwithstanding the provisions of paragraph 2 of Part I hereof, the exterior of all villas, townhouses and other structures must be completed within two (2) years after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

PART II

ADDITIONS, LIMITATIONS, DURATION AND VIOLATION OF COVENANTS, TOGETHER WITH AFTERWORD.

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of the Company for a period of twenty-five (25) years from the execution date of this Declaration after which time all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of Commercial Property substantially affected by such change in covenants has been recorded, agreeing to change said covenants in whole or in part.

SLP

ROA 1109

MALIA FLATT 0091

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain or enjoin violations, or to recover damages, or by any appropriate proceeding at law or equity against the land to enforce any lien created by these covenants. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect any other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

In addition to the foregoing, LIGHTHOUSE BEACH COMPANY, its successors or assigns, shall have the right, whenever there shall have been built on any Commercial Property any structure which is in violation of these restrictions, to enter upon such property where such violation(s) exist(s), and summarily abate or remove the same at the expense of the owner if, within thirty (30) days after receipt of written notice of such violation(s) it(they) shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass.

The Company reserves in each instance the right to add in any contract or deed hereafter made, modifications and/or additions to the restrictive covenants as contained in this Declaration of Covenants, with such modified covenants being made applicable by reference to conveyances of land made subsequent to such modifications.

It is the true intent and purpose of LIGHTHOUSE BEACH COMPANY that the covenants and restrictions contained herein shall be the sole applicable covenants restricting and affecting Commercial Property conveyed by LIGHTHOUSE BEACH COMPANY to grantees of the Company subsequent to the date of the Declaration adopting these covenants and restrictions being made applicable to such conveyances by specific reference in individual deeds, or by subsequent declaration to the extent that there is variation from and addition to, covenants herein recorded; however, those properties conveyed by LIGHTHOUSE BEACH COMPANY prior to the effective date of this instrument are not governed or otherwise restricted by the consolidated uniform provisions of this Declaration, but are so governed and restricted by any covenants and restrictions previously recorded as set forth above and to which specific reference was made in the particular and appropriate deed of conveyance.

IN WITNESS WHEREOF, LIGHTHOUSE BEACH COMPANY has executed these presents acting by and through its duly authorized officers as of the 25th day of January, 1973.

WINESSES:

LIGHTHOUSE BEACH COMPANY

BY SEA PINES MANAGEMENT CO., INC.
(General Partner)

Louise B. Williams

By Charles E. Fraser SLP
Its President

Donna S. Boswell

Attest [illegible]
Its Assistant Secretary

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

1160

PERSONALLY appeared before me Donna S. Boswell and made oath that he saw the within named LIGHTHOUSE BEACH COMPANY by Sea Pines Management Company, Inc., General Partner, by Charles E. Fraser, its President, and S. Larry Phillips, its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Declaration of Covenants and Restrictions for Commercial Property for the uses and purposes therein mentioned and that he with Louise B. Williams witnessed the execution thereof.

Donna S. Boswell

SWORN TO before me this 25th day of January, 1973.

Louise B. Williams (SEAL)
Notary Public for South Carolina

My Commission expires: Feb. 24, 1981

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FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
11:30 O'CLOCK A M	FEB 15 1973	206 PAGE 1143

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CLERK OF COURT OF COMMON PLEAS
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AB 2460/2087

STATE OF SOUTH CAROLINA)
) ASSIGNMENT OF OPTION TO REPURCHASE
COUNTY OF BEAUFORT)

WHEREAS, Lighthouse Beach Company, A Limited Partnership, organizes under the laws of the State of South Carolina, owned certain real estate in Beaufort County, South Carolina, in that general area known as Sea Pines Plantation on Hilton Head Island; and

WHEREAS, by diverse documents recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, Lighthouse Beach Company was seized and possessed of various options to repurchase property within Sea Pines Plantation sold to others and which options to repurchase ran with the land requiring the waiver thereof in order that title to conveyances would be free, clear and unencumbered by virtue of said options; and

WHEREAS, by Agreement of Dissolution and Termination of Lighthouse Beach Company, A Limited Partnership, dated December 12, 1975, the partners of Lighthouse Beach Company agreed upon a plan of dissolution and termination of said limited partnership in accordance with the terms thereof; and

WHEREAS, said plan of dissolution provided that The Prospect Company, a corporation, and a general partner in the dissolved Lighthouse Beach Company was to act as liquidating partner; and

WHEREAS, it was intended by the parties that all rights to waive and benefits accruing from said options to repurchase in Lighthouse Beach Company should inure to Sea Pines Plantation Company; and

WHEREAS, Sea Pines Plantation Company has assumed said rights to waive the said repurchase options and has, since dissolution of Lighthouse Beach Company, been waiving said repurchase options;



NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, The Prospect Company, as liquidating partner of Lighthouse Beach Company, hereby transfers, sets-over, assigns, and conveyes unto Sea Pines Plantation Company, a South Carolina corporation doing business on Hilton Head Island in Beaufort County, South Carolina, all rights, obligations, benefits, including the right to waive, all repurchase options in real property within Sea Pines Plantation on Hilton Head Island in Beaufort County, South Carolina, which was owned, possessed and seized unto Lighthouse Beach Company and the said The Prospect Company, as liquidating partner of Lighthouse Beach Company, hereby ratifies and confirms all previous waivers of repurchase options by Sea Pines Plantation which may have based upon an assumption of previous conveyance of said rights.

WITNESS our hands and seals this 30th day of March, 1977.

WITNESSES:

M. Lanteigne
(M. Lanteigne)

B. Macdonald
(B. Macdonald)

The Prospect Company, Liquidating Partner of Lighthouse Beach Company, A Limited Partnership

BY: J. Thomas Montgomery
(J.Thomas Montgomery) Vice President

ATTEST: R.L. Buzard
(R.L. Buzard) Assistant Secretary

Barbara L. Richardson

Susan M. Beaman

Sea Pines Management Company, Inc., former General Partner of Lighthouse Beach Company

BY: [illegible]
ITS: Vice-President

ATTEST: [illegible]
ITS: Secretary

2.89

STATE OF CONNECTICUT)
) PROBATE
COUNTY OF HARTFORD)

PERSONALLY appeared before me M. Lanteigne, who, on oath, says that s/he saw the within named THE PROSPECT COMPANY, by J. Thomas Montgomery, its Vice Presidents, and by R.L.s Buzard, its Assistant Secretary, sign, seal, and as its act and deed, deliver the within written Assignment of Option to Repurchase, and that s/he with _____ B. Macdonald witnessed the execution thereof.

M Lanteigne (Witness)
(M. Lanteigne)

SWORN to before me this 30th day of March, 1977.

Patricia A Guzzo (Patricia A. Guzzo)
Notary Public for Connecticut
My Commission Expires: March 31, 1981

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me BARBARA T RICHARDSON, who, on oath, says that s/he saw the within named SEA PINES MANAGEMENT COMPANY, by JAMES M. ROSTER, its VICE-PRESIDENT, and attested by CHARLES A SCHMINNICH, its SECRETARY, sign, seal, and as its act and deed, deliver the within written Assignment of Option to Repurchase, and that s/he with SUSAN M. BEAMAN witnessed the execution thereof.

Barbara T Richardson (Witness)

SWORN to before me this 21st day of MARCH, 1977.

Susan M. Beaman
Notary Public for South Carolina
My Commission Expires: 8/23/84

S.P.
Attn: Sue Beaman

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
10:45 O'CLOCK A. M	APR 14 1977	296 PAGE 2087

STATE OF SOUTH CAROLINA)
) COMMERCIAL LEASE AGREEMENT
COUNTY OF BEAUFORT)

THIS LEASE is made the 23 day of JANUARY, 2015, by and between **LORRAINE J. GIANNONE**, of 27 Battery Road, Hilton Head Island, South Carolina 29928, hereinafter collectively referred to as **Landlord**, and **HARBOUR TOWN SURF SHOP, LLC**, of 1460 Fording Island Road, Suite #210, Bluffton, South Carolina 29910, hereinafter referred to as **Tenant**.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord herewith leases to Tenant and Tenant herewith rents from Landlord, that certain space designated as SHOP #6 and that certain space designated as SHOP #8, containing a total of approximately 1550 square feet, both shown on the Master Deed of Mariner's Way Horizontal Property Regime LXIV in Harbour Town, Hilton Head Island, South Carolina 29928, for the term and upon the conditions and agreements hereinafter set forth; and Landlord and Tenant hereby agree as follows:

1. Term. The term of this Lease, and Tenant's obligation to pay rent hereunder shall commence on February 1 , 2015 , and shall end, unless sooner terminated in accordance with the provisions hereinafter contained, on January 31, 2020. As to Shop #6, upon execution of this lease and payment of security deposit and first month's rent, Tenant shall be allowed to take possession of the property until the commencement date, without obligation to pay rent for the remainder portion of the month of January 2015. As to Shop #8, that certain lease previously executed and dated June 16, 2010 is hereby terminated effective the last day of January 2015.

2. Tenant's Option to Extend Lease. Tenant shall have the option and privilege to extend this lease by written notice to Landlord or Landlord's agent at any time not later than six (6) months prior to the expiration of the fifth lease year. Upon notice being given by Tenant, this lease shall renew and extend for an additional five (5) year term under the same terms and conditions, except the rent payable. The annual extended rents are as set forth below: the sum of $58,900.00 per year, in equal monthly installments of $4,908.33 for the first and second renewal lease years; then the sum of $60,450.00 per year, in equal monthly installments of $5,037.50 for the third renewal lease year; then the sum of $62,000.00 in equal monthly installments of $5,166.67 for the fourth and fifth renewal lease years.

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT NO. 3 DCRR

3. Use of Premises. Tenant shall use and occupy the premises for the purpose of operating a surf shop, and shall operate its business from 9:00 A.M. to 5:00 P.M. six (6) days a week and such additional days and hours as Tenant may deem appropriate. Other uses of the premises are acceptable upon written authorization of the Landlord, and such authorization shall not be unreasonably withheld.

4. Rent. Tenant agrees to pay to Landlord during the term hereof at Landlord's residence at 27 Battery Road, Hilton Head Island, South Carolina 29928, or to such other person or to such other place as directed from time to time by written notice to Tenant by Landlord, the annual rents as set forth below: the sum of Fifty-four Thousand Two Hundred and Fifty Dollars ($54,250.00) per year, in equal monthly installments of Four Thousand Five Hundred Twenty and 83/100 Dollars ($4,520.83) for the first, second, third, fourth and fifth lease years.

Tenant agrees that if the rental is not received by Landlord by the 5th day of the month when due, a late charge of Fifty and 00/100 Dollars ($50.00) per day will be added as additional rent due and payable by Tenant for each day including and after the first day of the month until paid in full.

5. Security Deposit. Upon the execution of this Lease, Tenant shall pay to Landlord a security deposit for the faithful performance of all the terms and conditions of this Lease in the amount of Four Thousand Five Hundred Twenty and 83/100 Dollars ($4,520.83). Upon full compliance with all the terms and conditions of this Lease and upon the ending of the term, the security deposit shall be returned to Tenant, upon Tenant's request. During the period of time that Landlord holds the security deposit, no interest shall be accruing or paid by Landlord.

6. Sea Pines Property Owner Assessment. Tenant shall pay Landlord for the Sea Pines Property Owners' Assessment. The property owners' assessment is charged and collected by Community Service Associates, and for the year 2014, the amount is One Thousand Twenty and No/100 Dollars ($1020.00) for each Shop. Tenant shall pay to Landlord a sum estimated to be one-twelfth (1/12) of the Sea Pines Property Owner Assessment, which shall be considered additional rent and shall be due and payable at the same time as other rental payments. For the calendar year 2014, the monthly payment equals Eight-five and No/100 Dollars ($85.00) for each Shop. After 2014, future payments shall be made to Landlord in monthly installments based upon the assessment levied by Community Service Associates, a copy of which shall be furnished to Tenant by Landlord, along with a computation of any adjusted payment.

7. Taxes. Tenant will pay all real estate taxes levied against Shop # 6 and Shop #8. The amount of taxes paid by Tenant shall be pro-rated for the period of possession of Tenant. Landlord shall provide Tenant with a copy of the tax bill.

To help fund the payment of taxes by Tenant, Tenant shall pay monthly with the rent a sum estimated to be one-twelfth (1/12) of the real estate taxes which are the obligation of Tenant, such estimate being based on the taxes levied for the year immediately past.

The taxes on the subject properties for the tax year 2014 were in the amount of Two Thousand Eighty-six and 05/100 Dollars ($2,086.05) for Shop #6; and One Thousand Seven Hundred Seventy-nine and 36/100 Dollars ($1779.36) for Shop #8. Therefore, the monthly combined total payment of taxes due for 2015 is Three Hundred Twenty-two and 12/100 Dollars ($322.12). Adjustments shall be made on an annual basis as the real estate taxes increase or decrease. Said payment to be made along with the other rent obligations.

8. Common Area. The use and occupancy by Tenant shall include the non-exclusive use in common with others entitled thereto of the common areas, employee parking areas, service roads, loading facilities, sidewalks and customer parking areas, all the foregoing being sometimes hereinafter collectively referred to as "the common areas;" provided, however, that the use of the subject areas by Tenant shall be subject to the terms and conditions contained herein and to reasonable rules and regulations for the use thereof as may from time to time be prescribed.

Tenant shall pay Landlord for the regime charges levied by Mariner's Way Horizontal Property Regime. The current charges are One Hundred Fifteen and 70/100 Dollars ($115.70) per month for Shop #6 and One Hundred Thirty-six and 01/100 Dollars ($136.01) per month for Shop #8, but may increase or decrease from time to time. Tenant shall make due payment to Landlord of all such charges. Landlord shall furnish Tenant copies of any statements showing changes in payment. Said payment to be made along with other rent obligations.

It is understood and agreed that the regime common area operating charge and insurance charge may be increased or decreased each year as set by the regime board. Hazard insurance is billed by the Regime separately and Tenant shall reimburse Landlord for such costs. The current charges for Shop #6 and Shop #8 are Seventy-nine and 90/100 Dollars ($79.90) and Ninety-three and 93/100 Dollars (93.93)per month respectively, but may increase or decrease from time to time, and Tenant shall make due payment to Landlord of all such

charges. Landlord shall furnish Tenant copies of any statements showing changes in payment. Said payment to be made along with other rent obligations.

9. Utilities. Tenant shall pay the cost of water and sewer availability charges, gas, electricity, fuel, light, heat, power, water and all other utilities furnished to the premises or used by Tenant in connection therewith, whether such utility costs be determined by separate metering or by billing by Landlord to Tenant as Tenant's proportionate share of the utility costs. In no event shall Landlord be liable for any interruption or failure in the supply of any such utilities to the premises. The payment for quarterly charges will be billed monthly by Landlord to Tenant and paid along with the regular rent charges.

10. Alterations, Repair and Maintenance. Tenant shall not alter the exterior of the premises, including the storefront and/or signs, and shall not make any structural alterations to the premises or any part thereof without first obtaining Landlord's written approval of such alterations. Tenant agrees that any alterations made by it shall immediately become the property of Landlord and shall remain upon the premises unless Landlord shall require the restoration of the premises to their original condition, in which event Tenant agrees to comply with such requirements prior to the expiration or other termination of this Lease. Tenant shall not, except for installation of fixtures, cut or drill into or secure any fixture, apparatus, or equipment of any kind to any part of the premises without first obtaining Landlord's written consent. Tenant hereby indemnifies Landlord against, and shall keep the premises and regime free from, any and all mechanics' liens or other such liens arising from any work performed, material furnished or obligations incurred by Tenant in connection with the premises or the regime.

Landlord agrees to keep in good order the roof, exterior walls (exclusive of all glass, including plate glass) and water, sewer, and sprinkler system (if any), but not fixtures pertaining to such systems. Except as otherwise provided herein, Landlord gives to Tenant exclusive control of the premises and shall be under no obligation to inspect said premises. Tenant shall at once report in writing to Landlord any defective condition known to him which Landlord is required to repair, and failure to so report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defect.

Tenant shall, at its own cost and expense, keep and maintain the premises and appurtenances thereto, and every part thereof, in good order and repair, except portions of the premises to be repaired by Landlord pursuant to the above. Tenant agrees also to keep all fixtures pertaining to heating, air conditioning, ventilation, water,

sewer and electrical systems in good order and repair, and Tenant shall be liable for any damages due to negligence of Tenant. Tenant agrees to return the premises to Landlord at the expiration, or sooner termination, of this Lease in as good condition and repair as when first received, reasonable wear and tear, and damage by fire or other casualty excepted. All damage or injury to the premises or the building, or the common areas, caused by the act or negligence of Tenant, its agents, employees, licensees, invitees, or visitors, shall be repaired promptly by Tenant, at its sole cost and expenses and to the satisfaction of Landlord. Landlord may make such repairs which are not promptly made by Tenant and charge Tenant for the cost thereof, and Tenant hereby agrees to pay such amounts on demand as additional rent hereunder. Tenant shall have no right to make repairs at the expense of Landlord, or to deduct the cost thereof from the rent due hereunder.

The taking of possession of the premises by Tenant shall conclusively establish that the premises, the building and the regime were, at such time, in satisfactory condition and free from defects for which Landlord has any responsibility.

Tenant shall keep the premises clean, both inside and outside, at its own expense, and shall remove all refuse from the premises. Tenant shall not burn any materials or rubbish of any description upon the premises. Landlord reserves the right to employ rubbish removal service and Tenant agrees to pay the costs of said service attributable to Tenant's premises.

Tenant shall neither encumber nor obstruct the sidewalks adjoining the premises nor allow the same to be obstructed or encumbered in any manner.

Tenant shall not paint or decorate any part of the exterior of the premises nor change the architectural treatment of the premises without first obtaining Landlord's written consent. Tenant shall promptly remove upon order from Landlord any decoration or architectural change which has been applied to, or installed upon, the premises without Landlord's written consent, or take such other action with reference thereto as Landlord may direct.

Tenant shall not place or suffer to be placed and maintained on the exterior of the premises any sign, awning, advertising matter, or other thing of any kind, and will not place or maintain any decorating, lettering or advertising matter on the glass of any window or door of the premises without first obtaining Landlord's written approval thereof.

11. Merchants' Association. Tenant will become a member of, and participate fully and remain in good standing in the existing or to be formed Merchants' Association in the Shopping Center. Tenant agrees to abide by the By-Laws and regulations of such Association. Tenant agrees to pay all dues and assessments to the Merchants' Association. The failure or refusal of any other Tenant to contribute to or be a member of the Association shall in no way release Tenant from Tenant's obligations hereunder. Membership and participation in the Association is a covenant of this Lease.

12. Damage or Destruction. If the premises, or the building of which the same are a part, are damaged by fire or other insured casualty and the insurance proceeds have been made available therefor by the holder or holders of any mortgages or deed of trust covering the premises or the property of which the same are a part, the damage shall be repaired by and at the expense of Landlord to the extent of such insurance proceeds available therefor. Landlord shall commence to restore the premises, or the building of which the premises are a part, within forty-five (45) days of the date of any damage covered hereunder. In the event such damages cannot, in Landlord's sole discretion, be repaired and the premises or building restored within ninety (90) days of the date of such damage, Landlord may, at its option, terminate this Lease by written notice to Tenant. Either party shall have the option to terminate this Lease by written notice to the other in the event the premises are totally destroyed or in the event the premises are not restored within one hundred eighty (180) days of the date of such damage or destruction; provided, such period shall be extended for any period restoration is delayed due to strikes, acts of God, or other such factors beyond Landlord's control. Until repairs to the premises are completed, the rent shall be abated in proportion to the part of the premises which is unusable to Tenant in the conduct of its business. If the damage is due to the fault or neglect of Tenant or its employees, agents, or invitees, there shall be no abatement of rent.

13. Indemnification. Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims of damage or injury arising out of or with respect to Tenant's use of the premises or the building of which they are a part, or the conduct of its business, or from any activity, work or thing done, permitted or suffered by Tenant in or about the premises or the building of which they are a part, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation of Tenant on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, its agents or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in or about such claim or action or proceeding brought thereon. Landlord

shall not be liable for any damage to or loss of Tenant's personal property or inventory from casualty, theft or whatsoever cause except the affirmative acts of negligence of Landlord, its agents, or employees.

14. Personal Property Taxes. Tenant shall pay prior to delinquency all taxes assessed against or levied upon fixtures, furnishings, equipment, and all other personal property of Tenant located in the premises. In the event any or all of Tenant's fixtures, furnishings, equipment, or other personal property shall be assessed with said real property, Tenant shall pay to Landlord its share of such taxes attributable to said personal property within ten (10) days after delivery to Tenant of Landlord's statement setting forth the amount of such taxes applicable to Tenant's personal property.

15. Insurance.

(a) Liability Insurance. Tenant agrees during the term hereof to carry public liability insurance covering the premises in an amount of Five Hundred Thousand and No/100 Dollars ($500,000.00) for injury or death to any one person and One Million and No/100 Dollars ($1,000,000.00) for injury and/or death to any number of persons in any one accident, and property damage insurance in an amount of One Hundred Thousand and No/100 Dollars ($100,000.00) in companies satisfactory to Landlord in the joint names of Landlord and Tenant, and to pay the premiums therefor, and to deliver said policies or certificates thereof to Landlord; and, the failure of Tenant either to effect said insurance in the names herein called for, or to pay the premiums therefor, or to deliver said policies or certificates or duplicates thereof to Landlord, shall permit Landlord to procure said insurance and pay the requisite premiums therefor, which premiums shall be repayable (as additional rent) to Landlord with the next installment of rent. Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it or by independent instrument furnished to Landlord that its will give Landlord fifteen (15) days' prior written notice before the policy or policies in question shall be altered or cancelled.

(b) Increase in Fire Insurance Premium. Tenant agrees that it will not keep, use or offer for sale in or upon the premises any article which may be prohibited by the fire insurance policy under which the premises are insured.

In the event Tenant's occupancy causes any increase of premium for any insurance policy on the premises or the building or any part thereof above the rate for the least hazardous type of occupancy legally permitted on the premises, Tenant shall pay the additional premium on such insurance policies by reason thereof.

(c) Plate Glass. Tenant shall replace, at its sole cost and expense, any and all plate and other glass damaged or broken from any cause whatsoever in and about the premises. Tenant shall procure and maintain, at its own expense, insurance covering all plate and other glass in the leased premises for and in the name of Landlord. Tenant shall deliver certificates of such insurance to Landlord.

16. Condemnation. If the whole of the demised premises shall be taken by any public or quasi-public authority under the power of condemnation, eminent domain or expropriation or in the event of conveyance in lieu thereof, the Lease Term shall cease as of the day possession shall be taken by such authority. If twenty-five percent (25%) or less of the floor area of the demised premises shall be so taken or conveyed, the Lease Term shall cease only with respect to the part so taken or conveyed, as of the day possession shall be taken by such authority. If more than twenty-five percent (25%) of the floor area of the demised premises shall be so taken or conveyed, the Lease Term shall cease only with respect to the part so taken or conveyed, as of the day possession shall be taken by such authority, and Landlord shall have the right to terminate this Lease upon notice in writing within thirty (30) days after such taking of possession. In the event of any such taking or conveyance of the demised premises or any portion thereof, Tenant shall pay minimum and all other rents to the day when possession thereof shall be taken by such authority with an appropriate refund by Landlord of such rent as may have been paid in advance for a period subsequent to such date. If this Lease shall continue in effect as to any portion of the demised premises not so taken or conveyed, the minimum rent shall be proportionately reduced to an amount based upon the floor area of the demised premises If this Lease shall so continue, Landlord shall, at its expense, but only to the extent of an equitable proportion of the award or other compensation for the portion taken or conveyed of the building in which the demised premises are located and consequential damages to the remainder thereof not taken (excluding any award or other compensation for land), make all necessary repairs or alterations so as to constitute the remaining demised premises a complete architectural and tenantable unit. If more than fifty percent (50%) of the floor area of the building in which the demised premises are located shall be so taken or conveyed, then, in any such event, Landlord may, by notice in writing to Tenant delivered on or before the day of surrendering possession to the authority, terminate this Lease, and rent shall be paid or refunded as of the date of termination. All compensation awarded for any such taking or conveyance, whether for the whole or a part of the demised premises or otherwise, shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the demised premises and Tenant hereby assigns to Landlord

all of Tenant's right, title and interest in and to any and all such compensation. Tenant shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed under the laws of the State of South Carolina but only if such awards shall be made by the condemnation court in addition to, and shall not result in a reduction of, the award by it to Landlord for the land and building so taken.

17. Default Bankruptcy. If Tenant defaults (a) in the payment of rent, additional rent, or any other item to be paid by Tenant hereunder, and such default shall not have been cured within ten (10) days after written notice thereof by Landlord to Tenant, or (b) in the performance of any other term, covenant, or condition of this Lease, and such default shall not have been cured within ten (10) days after written notice thereof by Landlord to Tenant, Landlord may re-enter and take possession of the premises and remove all persons and property therefrom, and at its option terminate this Lease, and Landlord, at its option, shall thereupon be entitled to recover from Tenant the worth, at the time of such termination, of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the balance of the term hereof over the reasonable rental value of the premises for the same period. If Landlord elects to re-enter and take possession of the premises without terminating this Lease, Landlord may, at its sole option, re-let the premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease), at such rental or rentals and upon such other terms and conditions as Landlord, at its sole discretion, may deem advisable, with the right to make alterations and repairs to the premises. Upon any such reletting, Landlord shall receive and collect the rents therefor, applying the same, first, to the payment of such expenses as Landlord may have paid, assumed, or incurred in recovering possession of the premises, including costs, expenses, including but not limited to administrative expenses and attorney's fees, and for placing the same in good order and condition, or repairing or altering the same, for reletting, and all other expenses, commissions and charges paid, assumed , and incurred by Landlord in or about re-letting the premises, and then to the fulfillment of the agreements of Tenant. Tenant shall pay any deficiency, but shall have no rights in and to any excess rent collected by Landlord. Such deficiencies shall be due and payable on the several rent days specified herein. Property removed by Landlord hereunder shall be stored in a public warehouse or elsewhere at the cost of and for the account of, Tenant, all without service of notice or resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

If, during the term hereof, Tenant or any Guarantor hereof commits, or permits to be committed, any act of bankruptcy or insolvency, or if there shall be filed against Tenant or any Guarantor in any Court a petition in Bankruptcy or insolvency or for reorganization or for the appointment of a Receiver or if Tenant makes an assignment for the benefit of creditors, Landlord may, at its election, terminate this Lease by giving not less than three (3) days' written notice to Tenant, and Landlord may then re-enter the premises and the leasehold interest created by this Lease shall not be treated as an asset of Tenant's or Guarantor's estate. It is further understood and agreed that Landlord shall be entitled, upon such re-entry, to exercise all remedies available to Landlord as a result of Tenant's default as above provided and the laws of the State of South Carolina.

The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any others Landlord may be entitled to by law, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy.

18. Assignment and Subletting. Tenant shall not, either voluntarily or by operation of law, sell, assign, hypothecate or transfer this Lease, or sublet the premises or any part thereof, without the prior written consent of Landlord in each instance. Any sale, assignment, mortgage, transfer or subletting of this Lease, or the premises, or any part hereof or thereof which is not in compliance with the provisions of this paragraph shall be void, and shall, at the option of Landlord, terminate this Lease. The consent by Landlord to an assignment or subletting shall not be construed as relieving Tenant from obtaining the express written consent of Landlord to any further assignment or subletting or as releasing Tenant from any liability or obligation hereunder whether or not then accrued, and such consent shall not be unreasonably withheld.

19. Subordination. Within five (5) days following request of Landlord, Tenant shall subordinate its rights hereunder in writing to the lien of any mortgage or security deed, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and/or buildings of which the leased premises are a part, and to advances made or hereafter to be made upon the security thereof.

20. Attornment. Should Landlord assign this Lease or should Landlord enter into a first-in-priority mortgage or security deed affecting Landlord's fee interest or leasehold interest, as the case may be, or a sale/leaseback transaction so that Landlord becomes the

ground lessee with an institutional lender as the ground lessor, and should such mortgagee or ground lessor succeed to the interest of Landlord, Tenant shall be bound to said assignee or any such mortgagee or ground lessor under all the terms, covenants, and conditions of this Lease for the balance of the term hereof remaining after such succession, and Tenant shall attorn to such succeeding party as its Landlord under this Lease promptly upon any such succession. Tenant agrees that, should any party so succeeding to the interest of Landlord require a separate agreement of attornment regarding the matters covered by this Lease, then Tenant shall enter into any such "attornment agreement", provided the same does not modify any of the provisions of this Lease and has no adverse effects upon Tenant's continued occupancy of the premises.

21. Access by Landlord. Right of Entry. Landlord and its agents shall have the right to enter the premises at all reasonable times for the purpose of examining or inspecting the same, showing the same to prospective purchasers or tenants and making such alterations, repairs, improvements or additions to the premises, or the building of which they are a part, as Landlord may deem necessary or desirable, whether or not required of Landlord hereunder. During the last three months of the term hereof, Landlord shall have the right to place upon the premises the usual notices "To Let" or "For Sale", which notices Tenant shall permit to remain thereon without molestation.

22. Change of Name. Tenant agrees not to change the advertised name of the business operated in the leased premises without the written permission of Landlord, provided, however, such approval shall not be unreasonable withheld or delayed.

23. Surrender of Premises. At the termination of this Lease, Tenant shall surrender the premises to Landlord in the same condition as when tendered by Landlord, reasonable wear and tear excepted. If not then in default, Tenant shall have the right at the end of the term hereof to remove any equipment, furniture, trade fixtures, or other personal property placed in the premises by Tenant, provided that Tenant promptly repairs any damage to the premises caused by such removal.

24. Notices. Any notice required or permitted to be given hereunder, shall be in writing and may be given by personal delivery or by certified mail, postage prepaid, return receipt requested, addressed to Tenant or to Landlord at the address noted below the signature of the respective parties, as the case may be. Either party may, by notice to the other, specify a different address for notice purposes except that upon Tenant's taking possession of the premises, the premises shall constitute Tenant's address for notice purposes.

25. Quiet Enjoyment. Upon Tenant's paying the rent reserved hereunder and observing and performing all of the covenants, conditions, and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the premises for the entire term hereof, subject to all of the provisions of this Lease.

26. Inability to Perform. This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfil any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike or other labor troubles, civil commotion, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, Acts of God, or by any other cause beyond the control of Landlord.

27. Waivers of Subrogation. Landlord shall cause each insurance policy carried by it, insuring the premises against loss by fire or any of the casualties covered by standard extended coverage, to be written in such a manner so as to provide that the insurer waives all rights of recovery by way of subrogation against Tenant in connection with any loss or damage covered by the policy. Tenant will cause each insurance policy carried by Tenant insuring the premises as well as the contents thereof, including trade fixtures and merchandise, against loss by fire or any of the casualties covered by standard extended coverage, to be written in such a manner so as to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any loss or damage covered by the policy. Tenant shall pay as additional rent the amount of any increase in Landlord's insurance premium during the term hereof attributable to a waiver of the insurer's rights of subrogation against Tenant.

These provisions shall have no effect in the event such waiver of subrogation is not available from the insurers of either Tenant or Landlord.

28. Rules and Regulations. Tenant shall observe faithfully and comply strictly with the Rules and Regulations as Landlord may from time to time reasonably adopt for the safety, care and cleanliness or the preservation of good order therein. Landlord shall not be liable to Tenant for any violation of the Rules and Regulations, or for the breach of any covenant or condition in any lease, by any other Tenant in the building. the Rules and Regulations attached hereto are by this reference made a part of this Lease and shall be observed at all times by Tenant.

29. Landlord's Right to Cure Default. Landlord may, but shall not be obligated to, after having given to Tenant a ten (10) days' notice, cure any default by Tenant under this Lease, and, whenever Landlord so elects, all costs and expenses incurred by Landlord in curing a default, including, without limitation, reasonable attorneys' fees, together with interest on the amount of costs and expenses so incurred, at the rate of one percent (1%) above the then existing prime rate per annum, shall be paid by Tenant to Landlord on demand, and shall be recoverable as additional rent, provided, however, that such interest shall not in any event exceed the rate permitted under the laws of South Carolina.

30. Estoppel Certificate. Tenant agrees that it will, at any time and from time to time, within five (5) business days following written notice by Landlord specifying that it is given pursuant to this Section, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect, as modified, and stating the modifications), and the dates to which the minimum rent and any other payments due hereunder from Tenant have been paid in advance, if any, and stating whether or not to the best knowledge of the signer of such certificate the other party is in default in performance of any covenant, agreement or condition contained in this Lease, and if so, specifying each such default of which the signer may have knowledge. The failure of Tenant to execute, acknowledge and deliver to Landlord a statement in accordance with the foregoing provisions of this Section within said five (5) business day period shall constitute an acknowledgment, by Tenant, which may be relied on by any person holding or proposing to acquire an interest in the demised premises or this Lease from or through Landlord that this Lease is unmodified and in full force and effect and that such rents have been duly and fully paid to and including the respective due dates immediately preceding the date of such notice and shall constitute, as to any person entitled as aforesaid to rely upon such statements, a waiver of any defaults which may exist prior to the date of such notice.

31. Attorney's Fees. As between Landlord and Tenant, reasonable attorneys' fees shall be paid to the prevailing party for the enforcement of any of the terms, covenants, or provisions hereof; provided, however, that the indemnification of Landlord as contained in this Lease shall be at the expense of Tenant, regardless of the merits or the outcome of any dispute.

32. Interest on Past Due Obligations. Any amount due from Tenant to Landlord hereunder, which is not paid when due, shall bear interest at the rate of twelve percent (12%) per annum from the due date until paid, unless otherwise specifically provided herein, but

the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

33. Time of Essence. Each of Tenant's covenants herein is a condition, and time is of the essence with respect to the performance of every provision of this Lease; and, the strict performance of each shall be a condition precedent to Tenant's rights to remain in possession of the premises or to have this Lease continue in effect.

34. Holding Over. Should Tenant, with Landlord's written consent hold over after the termination of this Lease, Tenant shall become a Tenant from month to month only, upon each and all of the terms herein provided as may be applicable to such month to month tenancy, and any such holding over shall not constitute an extension of this Lease. During such holding over, Tenant shall pay rent at the highest monthly rate provided for herein.

35. Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

36. Brokers. This paragraph is intentionally omitted.

37. Waiver. No waiver by Landlord of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any by other provision. Landlord's consent to or approval of any act by Tenant shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act. No agreement to accept Tenant's surrender of the premises shall be valid unless in writing and signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys to the premises prior to the termination of this Lease, and the delivery of the keys to any such employee shall not operate as a termination of the Lease or surrender of the premises.

38. Successors and Assigns. Except as otherwise provided in this Lease, all of the covenants, conditions, and provisions of this Lease shall be binding upon, and shall inure to, the benefit of the parties hereto and their respective heirs, personal representative, executors, administrators, successors, and assigns.

39. Headings: Landlord and Tenant. The article and section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The term "Landlord" and "Tenant" as used herein, shall include the plural as well as the singular. The neuter shall include the masculine and

feminine genders and, if there be more than one tenant, the obligations herein imposed upon Tenant shall be joint and several.

40. No Estate by Tenant. This Lease shall create the relationship of Lessor and Lessee between Landlord and Tenant, no estate shall pass out of Landlord, and this Lease shall not be subject to levy and/or sale and shall not be assignable by Tenant except as provided herein.

41. Entire Agreement. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no prior agreement or understanding with regard to any such matter shall be effective for any propose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

42. Recording. Tenant shall not reword this Lease without the written consent of Owner; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the parties, the leased premises, and the term of this Lease and shall incorporate this Lease by reference.

43. Sales. No auction, fire, or bankruptcy sales may be conducted in the leased premises without the previous written consent of Owner, nor shall Tenant adopt or use any sales promotion devices or practices that shall tend to mislead or deceive the public or which directly or indirectly would tend to detract from or impair the reputation or dignity of said business, said premises, the building, or the general reputation or dignity of the businesses of others conducted in the building.

44. Consent of Owner. Tenant shall not permit any business to be operated in or from the leased premises by any concessionaire or licensee without the prior written consent of Owner, provided, however, that Owner will not unreasonably withhold or delay such consent.

45. Ownership of Improvements. All installations, additions, betterments or improvements (except movable trade fixtures) in or upon the demised premises, made by either party, shall become the property of Landlord upon expiration or sooner termination of the Lease Term and shall remain upon and be surrendered with the demised premises. Tenant agrees that it will not encumber by conditioned sales agreements, chattel mortgages or any other security instrument, any work performed or materials installed by Tenant, including,

without limitation, Tenant's trade fixtures, without the prior written consent of Landlord.

46. Corporate Tenant. If Tenant shall be a corporation, the parties executing this Lease on behalf of Tenant hereby covenant and warrant that Tenant is a duly qualified corporation and also steps have been taken prior to the date hereof to qualify and authorize Tenant to do business in the State of South Carolina and that the party or parties executing this Lease on behalf or Tenant is an officer or are officers of such corporate Tenant and that he or they as such officers were duly authorized to sign and execute this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

IN THE PRESENCE OF:

LANDLORD:

LORRAINE J.GIANNONE

TENANT:

HARBOUR TOWN SURF SHOP, LLC

BY: ALON MINTZ, MEMBER

BY: AMIR BITTON, MEMBER

Rob Bender 0444

From: Rob Bender
To: Lynda Johnson
Bcc: Cliff McMackin
Subject: Retail Space in Harbour Town
Date: Wednesday, August 24, 2016 5:34:48 PM
Attachments: image001.jpg
image002.gif

Hello Lynda,
I appreciate your call this morning and we do have a few follow up questions/needs so that we can properly evaluate the possible purchase of your two retail spaces in Harbour Town.

- Square footage of each space
- Can the two spaces be separated again? Who would pay for this?
- A copy of any leases for the two spaces
- Current rent being collected on each space
- Copies of any financial statements for the business that owns the two spaces
- Regime Fees
- Any current, pending or future assessments that the purchaser would be responsible for
- Asking price for each space

Please let me know if you have any questions and when you can have this information available.

Many Thanks,
Rob

Rob Bender
Director of Recreation & Marine Operations
Phone 843.842.1951 Mobile 843.816.5519
rbender@seapines.com

cid:image002.gif@01CEE9FB.1B7468C0



From: Rob Bender
To: "lyndajohnsonhtth@yahoo.com"
Subject: FW: Retail Space in Harbour Town
Date: Thursday, September 22, 2016 9:18:04 AM
Attachments: image001.jpg
image002.gif

Lynda,
I hope you receive the following email this time.
Many Thanks,
Rob

From: Rob Bender
Sent: Wednesday, August 24, 2016 5:35 PM
To: Lynda Johnson
Subject: Retail Space in Harbour Town

Hello Lynda,
I appreciate your call this morning and we do have a few follow up questions/needs so that we can properly evaluate the possible purchase of your two retail spaces in Harbour Town.

- Square footage of each space
- Can the two spaces be separated again? Who would pay for this?
- A copy of any leases for the two spaces
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cid:image002.gif@01CEE9FB.1B7468C0

PLAINTIFF'S EXHIBIT NO. 8B

PENGAD 800-631-6989

CONFIDENTIAL

From: Rob Bender
To: Cliff McMackin
Subject: Harbour Town Surf Shop
Date: Wednesday, January 18, 2017 5:25:00 PM
Attachments: Harbour Town Surf Shop Purchase Evaluation 1-18-17.xlsx
image001.jpg
image002.gif

Cliff,

The owner of the retail space for Harbour Town Surf Shop called Steve and I this morning to discuss the listing. The current tenant has put in an offer of $585,000 and she realizes that we have the right of first refusal. I have attached a quick review of the space with some financial modeling. Based on my calculations it looks like something we should strongly consider. Please let me know when you have time to review.

Thanks,

Rob

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Phone 843.842.1951 Mobile 843.816.5519
rbender@seapines.com

cid:image002.gif@01CEE9FB.1B7468C0

PLAINTIFF'S EXHIBIT NO. 80

PENGAD 800-631-6989

8C

1/18/2017

Harbour Town Surf Shop
Located in Mariner's Way building
Shop #6 and #8, space is currently combined into one open space
Asking Price: $585,000
Lease expires: 1-31-2020
Based on Tenant's option to renew lease, lease expires: 1-31-2025
Total Square Footage: 1550 sq. ft.
Asking price per square foot: $377.42
Tenant pays CSA Annual Assessment through the landlord
Tenant pays real estate taxes through the landlord; $3,865.41 in 2014
Tenant pays Mariner's Way regime fees through the landlord; $3,020.52 in 2014
Tenant pays insurance expense through the landlord; $2,085.96 in 2014
Tenant is responsible for utility expenses

	Total Rent	Rent Per Square Foot	
3/1/17 - 1/31/18	$49,729.13	$35.00	assumes purchase closes on March 1, 2017
2/1/18 - 1/31/19	$54,250.00	$35.00	
2/1/19 - 1/31/20	$54,250.00	$35.00	last year of lease
2/1/20 - 1/31/21	$58,900.00	$38.00	
2/1/21 - 1/31/22	$58,900.00	$38.00	
2/1/22 - 1/31/23	$60,450.00	$39.00	
2/1/23 - 1/31/24	$62,000.00	$40.00	
2/1/24 - 1/31/25	$62,000.00	$40.00	last year of lease renewal
2/1/25 - 1/31/26	$62,000.00	$40.00	
2/1/26 - 1/31/27	$62,000.00	$40.00	
2/1/27 - 2/28/27	$5,166.67	$40.00	
Total after 10 years	$589,645.80		

Average Annual Rent Roll	$58,964.58
Value of Real Estate at 8% CAP Rate	$737,057.25
Value of Real Estate at 10% CAP Rate	$589,645.80
Asking Price CAP Rate	10%

Comp Set
Harbour Town General Store
Sold for $899,999 in June 2016

1898 square feet

Sold for $474.18 per square foot
Sold at a CAP Rate of 6.32%

Questions:
Roof Condition
Any current assessments
Any pending assessments

From: Rob Bender
To: Lynda Johnson
Subject: Surf Shop
Date: Wednesday, January 25, 2017 5:55:00 PM
Attachments: image001.jpg
image002.gif

Hello Lynda,
Thank you for dropping off the lease. As part of our evaluation of the space we need to understand what assessments are currently being charged to your locations and are there any other pending assessments? If there are any assessments in place now, are you paying those or is the tenant? We understand that there are numerous improvements being made to the building including the repair to the roof and I assume those costs are being assessed to each owner.

I look forward to hearing back from you.

Many Thanks,
Rob

Rob Bender
Director of Recreation & Marine Operations
Phone 843.842.1951 Mobile 843.816.5519
rbender@seapines.com

cid:image002.gif@01CEE9FB.1B7468C0

PLAINTIFF'S EXHIBIT NO. 81
PENGAD 800-631-6989

From: Rob Bender
To: Steve Birdwell; Cliff McMackin
Subject: FW: Harbour Town Surf Shop
Date: Wednesday, February 01, 2017 7:08:00 PM
Attachments: Harbour Town Surf Shop Purchase Evaluation 1-18-17.xlsx; image001.jpg; image002.gif

Lynda Johnson called me yesterday to tell me that the tenant of the Surf Shop was dropping off an offer for the space and she was going to give to her attorney to move forward on the sale. She said the offer was going to be $580,000.

I asked her about any current or anticipated assessments due to the projects taking place at Mariners Way and what I was able to gather from her limited understanding was that she paid in full a $4,000 special assessment. She seemed to think that there were no other assessments beyond the normal CAM.

I told her that we are continuing to evaluate our interest. I suggest the three of us touch base on this soon.

Thanks,
Rob

From: Rob Bender
Sent: Wednesday, January 18, 2017 5:26 PM
To: Cliff McMackin
Subject: Harbour Town Surf Shop

Cliff,
The owner of the retail space for Harbour Town Surf Shop called Steve and I this morning to discuss the listing. The current tenant has put in an offer of $585,000 and she realizes that we have the right of first refusal. I have attached a quick review of the space with some financial modeling. Based on my calculations it looks like something we should strongly consider. Please let me know when you have time to review.
Thanks,
Rob

[redacted]
Rob Bender
Director of Recreation & Marine Operations
Phone 843.842.1951 Mobile 843.816.5519
rbender@seapines.com

cid:image002.gif@01CEE9FB.1B7468C0

[redacted]

PLAINTIFF'S EXHIBIT NO. SC
PENGAD 800-631-6989

1/18/2017

Harbour Town Surf Shop
Located in Mariner's Way building
Shop #6 and #8, space is currently combined into one open space
Asking Price: $585,000
Lease expires: 1-31-2020
Based on Tenant's option to renew lease, lease expires: 1-31-2025
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Sold at a CAP Rate of 6.32%

Questions:
Roof Condition
Any current assessments
Any pending assessments

LYNDA JOHNSON 757·2582 (H)
SURF SHOP 304-2583 (C)

11-8-16

$5,438 MONTH BOTH SPACES CAM INSURANCE

$4520 MONTH RENT

THOMAS VILJAC

ASKING PRICE $460,000 EACH SPACE
~~MAYBE~~ TENANT HAS TO PUT WALL BACK

1,550 SQ. FT. BOTH SPACES

COPY OF LEASE
SQ. FT.

1.6.17
ASKING PRICE NOW $650,000
1,550 SQ FT = $419.35 SQ. FT.

1-18-17 ROB + STEVE

AMIR MADE AN OFFER
MEETING WITH ATTORNEY ON MONDAY
$585,000

PLAINTIFF'S EXHIBIT NO. 9

PENGAD 800-631-6989

$580,000 = 59,093.75 \div X$

10.2%

$580,000 BOTH SHOPS – LAWYON ... FORWARD

~~ASSESSMENT – INCREASE~~

$350

OK

~~RENTER INCLUDES ASSESSMENTS~~

$1,900

$4,000 MANNONS WAY SPECIAL ASSESSMENT PAID IN FULL

2.3.17 ANDY SUTTON

2 SPACES

SURF SHOP

HAIRSTYLE (PRIOR)

2 TITLES

4% OF TOTAL MANNON WAY SPACE

2017 ASSESSMENT — RECEIVED FOR INSURANCE DEBT SERVICE

9 MORE YEARS → $255 SURF $500/MONTH

9 MORE YEARS → $217 HAIR $425/MONTH → INCLUDES DEBT SERV

SHOULD STAY THE SAME FOR FORESEEABLE FUTURE

MANNONS WAY $1.1M BORROWED FOR PROJECTS – 10 YEAR STARTED 2016

UNLIKELY – COULD BE FUTURE ASSESSMENT → INCLUDED ROOF ISSUE

↓ MAYBE $1,000.–

4.19.17 $80,000 – $160,000 SPECIAL ASSESSMENT

BALCONIES DAMAGED DUE TO WATER; LIKE ROOF →

- SAME BUILDING AS ROOF ISSUE
- RAILINGS + SURFACE ON BALCONY PROP. OWNER RESPONSIBILITY
- CLARIFYING WHO IS RESPONSIBLE FOR FIXING BALCONY BASED ON MASTER DEED
- THE THOUGHT IS THAT IT WILL BE ASSOC. RESPONSIBILITY
- $80,000 OVER BUDGET ON BEAUTIFICATION
- $80,000 TO REPAIR BALCONIES - ESTIMATE
- TOTAL $160,000
- 8 OUT OF 18 BALCONIES NEED REPAIR MOST IN

- 2009/2010 SPECIAL ASSESSMENT $130K ROOF, ELEVATOR, FIRE ALARM

4-19-17

LYNDA

WHO PAYS DEBT SERVICE — TENANT

SPECIAL ASSESSMENT - SHE'S NOT SURE

"TENANT IS PAYING EVERYTHING CURRENTLY"

Letter of Intent for Purchase of Real Property

This Letter of Intent ("LOI") and memorandum of understanding is made by and between Bittmint, LLC, on the first part ("Purchaser") and Lynda Johnson, on the second part, ('Seller").

Seller owns title to Lot 6 Mariners Way Harbourtown, Hilton Head Island South Carolina (147A Lighthouse Road) by virtue of a Deed of Distribution recorded in November, 2016. Seller's brother Charles Giannone owns Lot 8 Mariners Way (147B Lighhouse Road) by virtue of a Deed of Distribution also recorded in November, 2016.

The principals of the Purchaser, being Amir Bitton and Alon Mintz, also own and operate Harbourtown Surf Shop, which is the tenant in the spaces within Lot 6 and Lot 8.

The parties have agreed that Bittmint, LLC will purchase the two units, being Lot 6 and Lot 8,for the sum of $580,000.00, provided that the units can be conveyed by Seller free and clear of all title encumbrances except Harbourtown Surf Shop's lease and possession.

The closing (transaction) is be contemplated with 120 days from the date that Seller confirms to Purchaser that Charles Giannone has conveyed his interest in Lot 8 to Seller, either by recorded Deed or written confirmation that there is a Deed in escrow with an escrow agent with instruction to release to Seller upon stated terms which are agreeable to Purchaser.

The parties expressly and specifically agree that until a full form Contract of Sale, incorporating these terms and with other terms and conditions which are standard for sale of retail commercial space on Hilton Head Island is executed, the transaction is non binding. Notwithstanding this covenant, Seller promises in good faith to not place either Lot 6 or Lot 8 for sale to any third party without first offering Purchaser the opportunity to purchase the properties under the price term stated herein.

Agreed to this 31 day of January, 2017

Bittmint, LLC by Manager Member

Lynda Johnson

PLAINTIFF'S EXHIBIT NO. 10 DAPW

PENGAD 800-631-6989

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

OFFER AND CONTRACT FOR SALE OF REAL PROPERTY

Purchaser: **Bittmint, LLC and/or its Assigns**

Address: 130 Arrow Road, Hilton Head Island, SC 29928

hereby agrees to purchase from Seller: **Lynda Johnson and Charles Giannone**

1. PROPERTY DESCRIPTION. And Seller hereby agrees to sell all that lot or parcel of land, with all improvements thereon, and any interest appurtenant thereto, situated in Beaufort County, South Carolina and being described as follows:

Street Address: 147 Lighthouse Road, Ste. A and 147 Ste B, Hilton Head Island, SC 29928
Legal and TMS: Shop (Lot) No. 6 and Shop (Lot) 8 of the Mariners Way Horizontal Property Regime IV

Seller represents that the property is connected to public [x]water [x]sewer [ ] other_____

2. PURCHASE PRICE. The total purchase price of the property is ..... $ 580,000.00

A. Earnest money deposited herewith **Mogil Law Firm, Escrow**.....$ 2000.00

B. Additional money to be paid within 5 days of acceptance.....$

C. Mortgage Financing—First Mortgage Loan... See Section 3.....$ 498,800.00

D. Balance of Cash at Closing.....$ 79,200.00

3. FINANCING CONTINGENCY. If referred to in Section 2-C above, this Contract is subject to the Purchaser obtaining a commitment for the financing referenced above from a lender customarily making such loans in Beaufort County. Purchaser shall use best efforts to obtain such loan and shall supply any prospective lender with such information as shall be requested within 45 days from the execution of this contract, and shall pay usual charges therefor. Purchaser shall execute and deliver the mortgage instruments and other papers customarily used by such institution. This financing contingency is a limited one and must be satisfied on or before **seventy five (75) days from the date of execution hereof.** If Purchaser's bona fide application to such lender shall be denied, Purchaser may, by written notice either elect to: (a) waive the financing contingency, in which event this Contract shall remain in full force and effect; or (b) terminate this Contract for failure to obtain financing. If Purchaser elects to terminate, its Earnest Money Deposit shall be returned in full. Purchaser has the affirmative obligation to provide written notice as to its decision on this condition. Notice is to be provided to the Seller directly or to the Listing Agency at the address(es) set forth herein. If no notice is received within the applicable time period for this contingency, it is presumed that Purchaser has waived the financing contingency.

Purchaser
Seller
Seller

PLAINTIFF'S EXHIBIT NO. 11
PENGAD 800-631-6989

4. FURNISHING, SYSTEMS. The property to be sold hereunder includes all heating and air conditioning systems, all fixtures attached to the Property and all plumbing and other equipment, and shall additionally include without limitation the following: [] Refrigerator; [] Freezer; [] Washer; [] Dryer; [] Stove; [] Microwave; [] Dishwasher; [ ] Ceiling Fans; [ ] Irrigation System; [ ] Pool Equipment; [ ] Septic System; [x Furnished; [ ] Other: Property conveyed. All appliances, heating, air conditioning, electrical and plumbing systems and fireplace shall be in good working order subject to reasonable wear and tear, which does not adversely affect the normal and regular use thereof. Further, the structure shall be reasonably sound and the roof free of leaks at time of closing.

5. WOOD INFESTATION REPORT. Seller agrees to provide at its/their expense at Closing an "Official South Carolina Wood Infestation Report (CL-100)" in which no infestation or damage is reported or if there is damage observed, that it is insufficient to recommend repair. Such report must be dated within 30 days of the Closing. If infestation or insufficient damage is observed, Seller shall cause same to be repaired prior to closing or permit Purchaser's closing attorney to escrow funds from the sales proceeds at Closing in an amount equal to the cost of such repair.

6. OTHER TERMS. Other terms and conditions of this contract are: Purchaser is acquiring property in "As Is" condition subject to the warranties set forth in Sections 4 and 5 above. Seller (s) shall obtain all appropriate waivers and approvals from Sea Pines and the applicable horizontal property regime within thirty (30) days from the date of execution hereof. Property is sold subject to existing lease(s) with Harbourtown Surf Shop, LLC. This Contract binds both Seller(s) who own title to separate parcels—Lynda Johnson holds title to Lot/parcel 6 and Charles Giannone holds title to Lot/parcel 8. However, Purchaser's obligation to perform and close on parcel A and/or parcel B is, at Purchaser's option, conditioned upon both parcel A and parcel B closing.

7. DATE OF CLOSING. The closing of this Contract shall take place on or before the date ninety (90) days after all relevant waivers and approvals are obtained by Seller, or forty five (45) days after financing has been approved pursuant to Section 3 hereto, whichever date is later (the "Closing") in Beaufort County at the office of the Purchaser's attorney or other offices stipulated by the Purchaser. Unless otherwise provided herein, Seller shall deliver possession of the Property to Purchaser at Closing.

8. CONDITION OF PROPERTY. Purchaser has inspected the premises and, subject to the terms set forth above in Section 4, is purchasing the Property in its present condition, "As is".

9. RISK OF LOSS AND DAMAGE. In case the Property is wholly or partially damaged by fire, storm, or other casualty, Purchaser may elect for ten (10) days after receiving written notice thereof, to proceed hereunder with a mutually agreed adjustment in the Purchase Price, or terminate this Contract and receive back all money deposited hereunder.

10. PRORATIONS. All expenses of ownership (and rents, if any) shall be prorated to the date of Closing. Purchaser and Seller shall be responsible for each of their costs and expenses related to the closing as per custom in Beaufort County, South Carolina. Purchaser shall be responsible for the Hilton Head Island real estate transfer fee, if applicable. Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-9-310 (amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

Purchaser _____

Seller _____

Seller _____

11. TITLE. Seller shall convey marketable title to the Property to Purchaser in fee simple by proper deed in recordable form with stamps affixed and with covenants of general warranty, subject to normal utility easements, applicable restrictive covenants, governmental regulations and assessments, and free and clear of all liens, tax liens and encumbrances except as set forth above. If an owner's title binder can be issued by an ALTA title insurance company at standard rates with standard exceptions for Hilton Head Island, South Carolina, title shall be deemed to be marketable. Purchase acknowledges that the Selling Agency has recommended that an attorney examine the title to the Property on Purchaser's behalf. The deed shall be prepared in the name of **Bittmint, LLC (or its assigns)**, and delivered to the offices of Purchaser's attorney or stipulated place of Closing.

12. DEPOSITS/DEFAULT. All money deposited hereunder shall be applied towards the purchase price at Closing. Upon failure of either party to comply with the terms hereof within the stipulated time, and after receipt of written notice of said default with a ten (10) day right to cure, it is understood and agreed by and between the parties hereto that either party may proceed with all rights and remedies at law or equity against the defaulting party. In the case of a Purchaser default, the Seller may elect, in lieu of all other remedies, the forfeiture of the Deposit as liquidated and agreed upon damages. In the event of litigation commenced because of a default hereunder, the prevailing partie(s) in such litigation shall be entitled to recover attorney fees and court costs from the non prevailing partie(s).

IN WITNESS WHEREOF, the undersigned parties have executed this Contract the date set forth opposite their respective signatures. The later date shall be the date of the Contract for purposes of all time periods set forth herein.

WITNESSES:

3/17/17 Date:

Purchaser: Bittmint, LLC by Alon Mintz its Manager

3/17/17

Seller: Lynda Johnson

3/17/17

Seller: Charles Giannone

Mogil 0016

RE: Purchase of 147 Lighthouse Road Ste A and B Waiver

From: Rob Bender <RBender@seapines.com>
Sent: Mon, Apr 3, 2017 at 4:10 pm
To: mmogil@mogillaw.com

Michael,
It is my understanding that your firm handled the closing for your client in 2016 for the purchase of the General Store in Harbour Town and thus completed all the necessary paperwork at that time for the waiver. This transaction is no different from that previous transaction and should be handled the same.
Sincerely,
Rob

From: mmogil@mogillaw.com [mailto:mmogil@mogillaw.com]
Sent: Monday, April 03, 2017 12:48 PM
To: Rob Bender
Subject: Purchase of 147 Lighthouse Road Ste A and B Waiver

Rob,

I represent the Contract Purchaser for 147 Lighthouse Road, Stes. A and B (Shop 6 and 8 Mariners Way). In connection with the standard SPR waiver, I was asked by my client to contact you for further processing.

Please let me know the process or what further information SPR might need. Historically, this is usually processed by the Seller side, but the Seller informed my client that I should be in contact with you.

Michael Mogil

Michael W. Mogil
Mogil Law Firm
2 Corpus Christie, Ste. 303
Hilton Head Island, SC 29928
Tel 843-785-8110
Web: www.mogillaw.com



CONFIDENTIAL

From: Rob Bender
To: Steve Birdwell; Cliff McMackin
Subject: RE: Harbour Town Surf Shop
Date: Thursday, April 20, 2017 11:20:22 AM
Attachments: Harbour Town Surf Shop Real Estate Opportunity. 4-20-17.docx
image001.jpg
image002.gif

Steve,
Based on your comment, attached is a revised copy of the summary.
Rob

From: Rob Bender
Sent: Thursday, April 20, 2017 10:04 AM
To: Steve Birdwell; Cliff McMackin
Subject: Harbour Town Surf Shop

Attached is a summary of the Harbour Town Surf Shop real estate opportunity. I am available to meet and discuss further I you desire.
Rob

Rob Bender
Director of Recreation & Marine Operations
Phone 843.842.1951 Mobile 843.816.5519
rbender@seapines.com

cid:image002.gif@01CEE9FB.1B7468C0

PLAINTIFF'S EXHIBIT NO. 14A
PENGAD 800-631-6989

From: Rob Bender
To: Steve Birdwell; Cliff McMackin
Subject: RE: Harbour Town Surf Shop
Date: Thursday, April 20, 2017 11:20:22 AM
Attachments: Harbour Town Surf Shop Real Estate Opportunity. 4-20-17.docx
image001.jpg
image002.gif

Steve,
Based on your comment, attached is a revised copy of the summary.
Rob

From: Rob Bender
Sent: Thursday, April 20, 2017 10:04 AM
To: Steve Birdwell; Cliff McMackin
Subject: Harbour Town Surf Shop

Attached is a summary of the Harbour Town Surf Shop real estate opportunity. I am available to meet and discuss further I you desire.
Rob

[redacted]

Rob Bender
Director of Recreation & Marine Operations
Phone 843.842.1951 Mobile 843.816.5519
rbender@seapines.com

cid:image002.gif@01CEE9FB.1B7468C0

[redacted]

PLAINTIFF'S EXHIBIT NO. 143

PEMGIAD 800-631-6989

143

Harbour Town Surf Shop – Real Estate Opportunity

April 20, 2017

Summary

The retail space currently being operated as the Harbour Town Surf Shop in the Mariner's Way building in Harbour Town has recently been listed for sale and is now under contract at $580,000. The space is actually two individual units that have been combined into one operating space with a total of 1,550 square feet, which equates to a purchase price of $377 per square foot. The current tenant, who has a lease through 1/31/2020 with an option to renew through 1/31/2025, is the interested purchaser.

In addition to the monthly rent fee, the tenant is also responsible for paying the annual CSA Assessment, the real estate taxes, regime fees, insurance costs, utility costs, and regime debt service.

The current rent is $35 per square foot, and during the five year renewal period the rent increases to $38 per square foot during year 1 and 2, to $39 per square foot in year 3, and $40 per square foot in years 4 and 5.

Over a 10 year period approximately $591,000 in rent fees will be collected by the landlord, or an average of $59,100 per year. With a purchase price of $580,000 this translates into a 10.2% CAP Rate. As a comparison, an 8% CAP Rate would value the real estate at $738,671 and a 10% CAP Rate would be $590,937.

A retail space (Harbour Town General Store) adjacent to the Harbour Town Surf Shop sold in June of 2016 for $899,999, which equated to a CAP Rate of 6.32% and cost per square foot of $474.

With the master planning efforts underway for the Harbour Town area, management believes owning additional retail space in Harbour Town works strategically with the vision of improving and expanding the guest experience all the while growing the profitability of Harbour Town. Additionally, management believes that the space is listed at an attractive price.

A Request for Waiver was received by the Resort on April 13 and it is management's recommendation to exercise our right to purchase the property at the contract price of $580,000.

Valuation Detail

- Located in Mariner's Way building in Harbour Town
- Shop #6 and #8, space is currently combined as one retail space leased as the Harbour Town Surf Shop
- There are individual titles for each space
- Asking Price: $580,000
- Lease expires: 1/31/2020; with tenant option to renew through 1/31/2025
- Total Square Footage: 1550 sq. ft.
- Asking price per square foot: $377.42
- Tenant pays CSA Annual Assessment through the landlord
- Tenant pays real estate taxes through the landlord; $3,865.41 in 2014
- Tenant pays Mariner's Way regime fees and insurance through the landlord; $5,112 in 2014; $5,436 in 2017
- Tenant pays Mariner's Way debt service through the landlord; $5,664 a year with 9 years remaining. Mariner's Way borrowed $1.1M for capital projects: roof replacement, exterior painting, new railings, etc. with a 10 year note starting in 2016.
- Tenant is responsible for utility expenses
- A special assessment is currently being evaluated and could possibly be in the $6,000 - $7,000 range for this retail space. Based on the lease agreement it is believed that the tenant will be responsible for this payment.

	Total Rent	Rent Per Square Foot	
5/1/17 - 1/31/18	$40,687.50	$35.00	assumes purchase closes on 5/1/2017
2/1/18 - 1/31/19	$54,250.00	$35.00	
2/1/19 - 1/31/20	$54,250.00	$35.00	last year of lease
2/1/20 - 1/31/21	$58,900.00	$38.00	
2/1/21 - 1/31/22	$58,900.00	$38.00	
2/1/22 - 1/31/23	$60,450.00	$39.00	
2/1/23 - 1/31/24	$62,000.00	$40.00	
2/1/24 - 1/31/25	$62,000.00	$40.00	last year of lease renewal
2/1/25 - 1/31/26	$62,000.00	$40.00	
2/1/26 - 1/31/27	$62,000.00	$40.00	
2/1/27 - 4/30/27	$15,500.00	$40.00	
Total after 10 years	$590,937.50		

Average Annual Rent Roll	$59,093.75
Value of Real Estate at 8% CAP Rate	$738,671.88
Value of Real Estate at 10% CAP Rate	$590,937.50
Asking Price ($580K) CAP Rate	10.2%

Comp Set

Harbour Town General Store
Sold for $899,999 in June 2016
1898 square feet
Sold for $474.18 per square foot
Sold at a CAP Rate of 6.32%

14C

From: Steve Birdwell
To: Matthew Goodwin
Cc: Rob Bender; Matthew Goodwin
Subject: Harbour Town Surf Shop
Date: Thursday, April 20, 2017 11:38:22 AM
Attachments: image001.jpg
image002.gif
Harbour Town Surf Shop Real Estate Opportunity, 4-20-17.docx

Matt,

A retail space within the Mariner's Way building in Harbour Town has a contract for sale. The contract price is $580,000. We recommend using our Right of Repurchase to purchase this property.

A short summary of the opportunity is attached.

Please let me know if you would like to discuss this further.

Steve

From: Rob Bender
Sent: Thursday, April 20, 2017 10:04 AM
To: Steve Birdwell; Cliff McMackin
Subject: Harbour Town Surf Shop

Attached is a summary of the Harbour Town Surf Shop real estate opportunity. I am available to meet and discuss further ! you desire.
Rob

[redacted]
Rob Bender
Director of Recreation & Marine Operations
Phone 843.842.1951 Mobile 843.816.5519
rbender@seapines.com
cid:image002.gif@01CEE9FB.1B7468C0
[redacted]

This email has been scanned by the Barracuda Email Security Service.

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT NO. 14C

From: Matthew Goodwin
To: Steve Birdwell
Cc: Rob Bender
Subject: RE: Harbour Town Surf Shop
Date: Thursday, April 20, 2017 11:46:29 AM
Attachments: image001.jpg
image002.gif

Steve-

let's buy it, I agree. I assume you want to keep the tenant in there, and adjust their lease to extend it or not?
we should borrow some of the purchase price (50-65% debt) possibly to juice the cash-on-cash return annually. it would be helpful to look at a financial model showing the returns in the meantime before we possibly redevelop or want to use the space for ourselves. thanks, Mg

From: Steve Birdwell [sbirdwell@seapines.com]
Sent: Thursday, April 20, 2017 11:38 AM
To: Matthew Goodwin
Cc: Rob Bender; Matthew Goodwin
Subject: Harbour Town Surf Shop

Matt,

A retail space within the Mariner's Way building in Harbour Town has a contract for sale. The contract price is $580,000. We recommend using our Right of Repurchase to purchase this property.

A short summary of the opportunity is attached.

Please let me know if you would like to discuss this further.

Steve

From: Rob Bender
Sent: Thursday, April 20, 2017 10:04 AM
To: Steve Birdwell; Cliff McMackin
Subject: Harbour Town Surf Shop

Attached is a summary of the Harbour Town Surf Shop real estate opportunity. I am available to meet and discuss further I you desire.
Rob

[redacted]

Rob Bender
Director of Recreation & Marine Operations
Phone 843.842.1951 Mobile 843.816.5519
rbender@seapines.com

cid:image002.gif@01CEE9FB.1B7468C0
[redacted]

This email has been scanned by the Barracuda Email Security Service.

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT NO. 14D

From: Jeff Galanti
To: Jeff Herriman
Cc: Rob Bender; Cliff McMackin; Steve Birdwell
Subject: RE: Harbour Town Surf Shop Model.xlsx
Date: Monday, April 24, 2017 11:07:03 AM
Attachments: Harbour Town Surf Shop Model.xlsx

I cleaned it up a little. Revised format attached.

From: Jeff Herriman [mailto:JHerriman@seapines.com]
Sent: Monday, April 24, 2017 11:05 AM
To: Jeff Galanti <JGalanti@riverg.com>
Cc: Rob Bender <RBender@seapines.com>; Cliff McMackin <CMcMackin@seapines.com>; Steve Birdwell <sbirdwell@seapines.com>
Subject: FW: Harbour Town Surf Shop Model.xlsx

Jeff,

Great – thank you! I will forward to Cliff, Steve and Rob for review and follow-up with them to determine if there are any expenses we would be responsible for.

Thanks,

Jeff

From: Jeff Galanti [mailto:JGalanti@riverg.com]
Sent: Monday, April 24, 2017 10:55 AM
To: Jeff Herriman; Cliff McMackin
Cc: Jay Jones
Subject: Harbour Town Surf Shop Model.xlsx

Here is a base model that I created to help evaluate this opportunity. Note that I show no expenses or expense reimbursement and have treated this as a true triple net lease. It was unclear from the email what, if any, expenses the owner of the unit would be responsible for.

Take a look and feel free to call me to discuss.

Thanks,

Jeff Galanti
Principal
Riverstone Properties, LLC
800 East Canal Street, Suite 1900



Harbour Town Surf Shop - Hilton Head Island, SC

Purchase Price	
Purchase Price	580,000
Cap Rate (on First Year NOI w/ no free rent)	9.35%
Total Purchase Price	580,000
Building SF	1,550
Price/SF	374.19

Debt	
Loan to Value	65%
Total Debt	377,000
Interest Rate (Beginning)	4.29%
1.00% Real Estate Closing Costs	5,800
0.75% Debt Closing Costs	2,828
Total Equity	211,628

Depreciation	
Land Value	0
Improvements	580,000
Depreciation Period	39
Annual Depreciation	14,872
Assumed Tax Rate	35%
Depreciation Tax Benefit	5,205

Year Ending		May-18	May-19	May-20	May-21	May-22	May-23	May-24	May-25	May-26	May-27
RENTAL INCOME											
2.00% Base Rental Revenue		54,250	54,250	55,413	58,900	59,288	60,838	62,000	62,000	62,000	62,000
Operating Expense Recoveries											
Real Estate Taxes											
Regime Fees											
CSA Assessment											
Other											
Total Miscellaneous Income		0	0	0	0	0	0	0	0	0	0
Gross Income		**54,250**	**54,250**	**55,413**	**58,900**	**59,288**	**60,838**	**62,000**	**62,000**	**62,000**	**62,000**
3.00% **OPERATING EXPENSES**											
Management Payroll	0.00	0	0	0	0	0	0	0	0	0	0
General and Administrative	0.00	0	0	0	0	0	0	0	0	0	0
Management Fees	0.00	0	0	0	0	0	0	0	0	0	0
Contract Services	0.00	0	0	0	0	0	0	0	0	0	0
Landscaping	0.00	0	0	0	0	0	0	0	0	0	0
Supplies	0.00	0	0	0	0	0	0	0	0	0	0
Repairs and Maintenance	0.00	0	0	0	0	0	0	0	0	0	0
Security Monitor	0.00	0	0	0	0	0	0	0	0	0	0
Water & Sewer	0.00	0	0	0	0	0	0	0	0	0	0
Insurance	0.00	0	0	0	0	0	0	0	0	0	0
RE Taxes	0.00	0	0	0	0	0	0	0	0	0	0
Electric Expense	0.00	0	0	0	0	0	0	0	0	0	0
Total Operating Expenses	0.00	0	0	0	0	0	0	0	0	0	0
NOI		**54,250**	**54,250**	**55,413**	**58,900**	**59,288**	**60,838**	**62,000**	**62,000**	**62,000**	**62,000**
TI		0	0	0	0	0	0	0	0	0	0
CapEx/CapEx Reserve		775	775	775	775	775	775	775	775	775	775
Leasing Commissions		0	0	0	0	0	0	0	0	0	0
Cash Flow		53,475	53,475	54,638	58,125	58,513	60,063	61,225	61,225	61,225	61,225
- Interest Expense		-16,173	-15,800	-15,410	-15,004	-14,581	-14,139	-13,678	-13,198	-12,697	-12,174
Cash Flow after Debt Service		37,302	37,675	39,227	43,121	43,932	45,924	47,547	48,027	48,528	49,051
Depreciation Tax Benefit		5,205	5,205	5,205	5,205	5,205	5,205	5,205	5,205	5,205	5,205
Levered Cash Flow		42,507	42,880	44,432	48,326	49,137	51,129	52,752	53,232	53,733	54,256
Levered Cash on Cash Return		**20.09%**	**20.26%**	**21.00%**	**22.84%**	**23.22%**	**24.16%**	**24.93%**	**25.15%**	**25.39%**	**25.64%**

Sale Model											
Initial Investment	(211,628)										
Operational Cash Flow		42,507	42,880	44,432	48,326	49,137	51,129	52,752	53,232	53,733	54,256
Net Sale Proceeds											417,537
Total Cash Flow	**(211,628)**	**42,507**	**42,880**	**44,432**	**48,326**	**49,137**	**51,129**	**52,752**	**53,232**	**53,733**	**471,793**

IRR	**24.97%**
Average Levered Cash on Cash	**23.27%**

Terminal Value Calculation	
Year 11 NOI	63,240
Cap Rate	9.00%
Sale Price	702,667
2% - Commissions/Closing Costs	-14,053
Net Cash Before Debt Service	688,613
- Debt Balance	-271,076
Net Cash at Sale	417,537

Debt										
Interest Rate										
Beginning Balance	377,000	368,295	359,217	349,750	339,877	329,579	318,840	307,641	295,961	283,780
Total Payment	24,878	24,878	24,878	24,878	24,878	24,878	24,878	24,878	24,878	24,878
Interest Expense	16,173	15,800	15,410	15,004	14,581	14,139	13,678	13,198	12,697	12,174
Principal Paydown	8,705	9,078	9,467	9,874	10,297	10,739	11,200	11,680	12,181	12,704
Ending Balance	**368,295**	**359,217**	**349,750**	**339,877**	**329,579**	**318,840**	**307,641**	**295,961**	**283,780**	**271,076**

LTV	Average Cash on Cash
50%	17.6%
55%	19.1%
60%	20.9%
65%	23.3%

PLAINTIFF'S EXHIBIT NO. 151
PENGAD 800-631-6989

[redacted]

From: Jeff Herriman
To: Steve Birdwell
Cc: Cliff McMackin; Rob Bender
Subject: RE: Harbour Town Surf Shop
Date: Tuesday, May 02, 2017 2:36:33 PM
Attachments: image001.jpg
image002.gif

Steve,

Rob and I just spoke to Simon and he will notify the parties of our intention to purchase the properties and start working on the purchase.

Thank you,

Jeff

From: Steve Birdwell
Sent: Monday, May 01, 2017 6:22 PM
To: Rob Bender; Jeff Herriman
Cc: Cliff McMackin
Subject: RE: Harbour Town Surf Shop

I recommend getting Simon Fraser involved and notifying the parties of our intention to purchase these properties.

Description:Harbour Town [redacted]

Steven P. Birdwell
President
Phone 843.842.1419
sbirdwell@seapines.com
Description: http://www.seapines.com/images/seapines-signature.gif [redacted]

From: Rob Bender
Sent: Monday, May 01, 2017 4:02 PM
To: Steve Birdwell; Jeff Herriman
Cc: Cliff McMackin
Subject: RE: Harbour Town Surf Shop

Do we need to do something with the waiver at this time?

From: Steve Birdwell
Sent: Monday, May 01, 2017 10:14 AM
To: Jeff Herriman
Cc: Cliff McMackin; Rob Bender
Subject: RE: Harbour Town Surf Shop

FYI below. I think we should move forward with the financing and closing. It appears Jay is finalizing the financing.

Steve

Description:Harbour Town [redacted]

Steven P. Birdwell
President
Phone 843.842.1419
sbirdwell@seapines.com
Description: http://www.seapines.com/images/seapines-signature.gif [redacted]

From: Jeff Herriman
[redacted]

PLAINTIFF'S EXHIBIT NO. 19C

PENGAD 800-631-6989

Mogil 0018

Johnson/Gianonne Sale to Bittmint, LLC - Shop # 5 & # 8, Mariner'sWay HPR

From: Simon Fraser
Sent: Tue, May 2, 2017 at 4:03 pm
To: 'mmogil@mogillaw.com'
Cc: 'Jeff Herriman'

Johnson-Giannone letter (Notice).pdf (158.3 KB)

Michael,

I am representing the Sea Pines Resort, LLC which has elected to exercise its right of first refusal to purchase Shop No. 6 and Shop No. 8, Mariners Way Horizontal Property Regime LXIV. It is my understanding that the purchase price is $580,000. I am also sending out letters today to the sellers notifying them of this action (copies attached). Please let me know who is representing the sellers, and I will also notify him/her.

I also called and left you a voicemail message about this matter.

Please let me know what date you have that you gave notice to Sea Pines Resort, LLC of the purchase price and terms of this transaction. I do not believe the sellers have given notice to Sea Pines Resort, LLC. It would be helpful to know when you believe proper and full notice was given to Sea Pines Resort, LLC.

Please do not hesitate to call me if you wish to discuss this matter further.

Sincerely,

Simon Fraser
Fraser & Allen, LLC
10 Palmetto Business Park, Suite 101 (zip 29928)
P.O. Box 5098
Hilton Head Island, SC 29938
Tel: (843) 785-3311 ext: 1030
Direct Dial: (843) 686-3310
Fax: (843) 785-3312
sfraser@fraserallen.com

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Cliff McMackin

From: Steve Birdwell
Sent: Thursday, May 04, 2017 8:46 AM
To: chasbminer@gmail.com; Mark Griffith (mag51256@gmail.com)
Cc: Cliff McMackin
Subject: Right of Repurchase

Mark and Charlie,

I wanted to make you aware that we are using our Right of Repurchase to buy a commercial space in the Mariner's Way building in Harbour Town. The space is currently leased to the Surf Shop on the front side of the building. I have spoken with the seller of the property who seemed fine with our purchase. I don't expect any issues but I wanted you to be aware of this strategic purchase.

Thanks,

Steve

[redacted]

Steven P. Birdwell
President
Phone 843.842.1419
sbirdwell@seapines.com

[redacted]

PLAINTIFF'S EXHIBIT NO. 20
PENGAD 800-631-6989

Mogil 0023

From: mmogil@mogillaw.com [mailto:mmogil@mogillaw.com]
Sent: Thursday, May 04, 2017 5:38 PM
To: Simon Fraser
Subject: RE: Johnson/Gianonne Sale to Bittmint, LLC - Shop # 5 & # 8, Mariner's Way HPR

Simon,

Please refer me to the Covenant, By Law or other provision(s) under which Sea Pines Resort LLC elects its right of first refusal for the subject property, and if possible, any additional documents or references which guide how said rights are exercised. I was briefly looking online and could not find it at first glance.

Michael Mogil

-----Original Message-----
From: "Simon Fraser" <sfraser@fraserallen.com>
Sent: Tuesday, May 2, 2017 4:03pm
To: "'mmogil@mogillaw.com'" <mmogil@mogillaw.com>
Cc: "'Jeff Herriman'" <JHerriman@seapines.com>
Subject: Johnson/Gianonne Sale to Bittmint, LLC - Shop # 5 & # 8, Mariner's Way HPR

Michael,

I am representing the Sea Pines Resort, LLC which has elected to exercise its right of first refusal to purchase Shop No. 6 and Shop No. 8, Mariners Way Horizontal Property Regime LXIV. It is my understanding that the purchase price is $580,000. I am also sending out letters today to the sellers notifying them of this action (copies attached). Please let me know who is representing the sellers, and I will also notify him/her.

I also called and left you a voicemail message about this matter.

Please let me know what date you have that you gave notice to Sea Pines Resort, LLC of the purchase price and terms of this transaction. I do not believe the sellers have given notice to Sea Pines Resort, LLC. It would be helpful to know when you believe proper and full notice was given to Sea Pines Resort, LLC.

Please do not hesitate to call me if you wish to discuss this matter further.

Sincerely,

Simon Fraser
Fraser & Allen, LLC
10 Palmetto Business Park, Suite 101 (zip 29928)
P.O. Box 5098
Hilton Head Island, SC 29938
Tel: (843) 785-3311 ext: 1030
Direct Dial: (843) 686-3310
Fax: (843) 785-3312



RE: Johnson/Gianonne Sale to Bittmint, LLC - Shop # 5 & # 8,Mariner's Way HPR

From: Simon Fraser
Sent: Tue, May 9, 2017 at 2:26 pm
To: 'mmogil@mogillaw.com'

Mike, the additional covenants which apply to Class B and commercial lands are in DB124p35; DB172p316 and DB209p1745. These CCRs include a repurchase option.

Simon Fraser
Fraser & Allen, LLC
10 Palmetto Business Park, Suite 101 (zip 29928)
P.O. Box 5098
Hilton Head Island, SC 29938
Tel: (843) 785-3311 ext: 1030
Direct Dial: (843) 686-3310
Fax: (843) 785-3312
sfraser@fraserallen.com

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From: mmogil@mogillaw.com [mailto:mmogil@mogillaw.com]
Sent: Tuesday, May 09, 2017 12:50 PM
To: Simon Fraser
Subject: RE: Johnson/Gianonne Sale to Bittmint, LLC - Shop # 5 & # 8, Mariner's Way HPR

Simon, we should further discuss this issue. The Covenants references you sent are consistent with what I had found online, and each by their terms appear to only govern Class A residential sites. Without even reaching to the procedures that are intended be followed in instances where the Company intends to exercise its rights , I did not find any rights of first refusal which apply to the commercial areas of Sea Pines, including Mariners Way.

My client desires to purchase the property and without the benefit of additional information,

objects and does hereby confirm its objection to the exercise by Sea Pines of an option to repurchase Shop 6 and Shop 8, and does hereby request that Sea Pines withdraw its intent to exercise and permit the parties under contract to proceed with the transaction as stated.

I am available to discuss further at your convenience.

Mike Mogil

-----Original Message-----
From: "Simon Fraser" <sfraser@fraserallen.com>
Sent: Monday, May 8, 2017 4:30pm
To: "'mmogil@mogillaw.com'" <mmogil@mogillaw.com>
Subject: RE: Johnson/Gianonne Sale to Bittmint, LLC - Shop # 5 & # 8, Mariner's Way HPR

Mike, the right of first refusal appears in several places: Deed Book 173, Page 46; Deed Book 92, Page 152 and Deed Book 128, Page 185.

Simon Fraser
Fraser & Allen, LLC
10 Palmetto Business Park, Suite 101 (zip 29928)
P.O. Box 5098
Hilton Head Island, SC 29938
Tel: (843) 785-3311 ext: 1030
Direct Dial: (843) 686-3310
Fax: (843) 785-3312
sfraser@fraserallen.com

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MOGIL
LAW FIRM

MICHAEL W. MOGIL
mike@mogillaw.com

Admitted to Practice in SC, NY, FL

2 Corpus Christie Place • Suite 303
Hilton Head Island, SC 29928
T 843-785-8110 F 843-785-9676
www.mogillaw.com

May 9, 2017

Meridith Bannon
Bannon Law Group
10 Westbury Parkway, Unit A
Bluffton, SC 29910

By Email and US Mail

Re: Bittmint, LLC purchase of Shop 6 and Shop 8 Mariner's Way HPR, Harbourtown, from Giannone and Johnson

Dear Meridith:

I understand you represent the Seller(s) of the above referenced two units at Mariner's Way HPR, Harbourtown, that are currently under lease to my client Harbourtown Surf Shop, LLC and under contract to be sold to my client Bittmint, LLC. As you are aware, Sea Pines Company has, through its attorney Simon Fraser, communicated that it intends to exercise a right of first refusal and intends to purchase the units directly from your client(s). There are a number of issues presented by the exercise of the option, including a determination of exactly what rights Sea Pines has, if any, and how those rights are to be exercised, some of which I am addressing directly with Simon. There are also issues which relate to the leasehold and your client's obligations under the current Contract of Sale.

My client desires and intends to proceed with the Contract to purchase the properties, and requests and/or demands that your client refrain from conveying the subject properties to Sea Pines until such time that all issues relating to the business and property are resolved, either by agreement between the parties involved, or by Court order. It is my hope that the more consequential matters can be worked out amicably, and that your client's present and historical intention to convey the properties to my client will be fulfilled, but it is equally my concern that a conveyance to Sea Pines under the current circumstances, without addressing the issues relating to the tenancy and adjoining property, will cause irreparable harm and damages to my clients--both the Purchaser under the contract, and the current tenant. Your client is hereby placed on notice of this matter.

Sincerely,

Michael W. Mogil

PLAINTIFF'S EXHIBIT NO. 24
PENGAD 800-631-6989

Amendment to Commercial Lease Agreement

Wherefore, Lorraine Giannone as Landlord and Harbour Town Surf Shop, LLC as Tenant entered into that certain Commercial Lease Agreement dated January 23, 2015 for Shop 6 and Shop 8 of Mariner's Way Horizontal Property Regime IV, Hilton Head Island, South Carolina; and

Whereas, the parties desire to modify the Commercial Lease Agreement as set forth herein;

Now, therefore, in consideration for the payment of one thousand ($1000.00) dollars, receipt of which is hereby acknowledged, the parties agree to amend the Commercial Lease Agreement as follows:

Section 2. Tenant's Option to Extend Lease is amended to incorporate a second and third lease option term, to wit: Upon notice being given by Tenant during the first option term, under the terms set forth herein, this lease shall renew and extend for an additional five (5) year term under the same terms and conditions, except that the annual base rent shall increase by one thousand ($1000.00) per year commencing in the first year of the second option term and thereafter increasing by $1000.00 for each additional year thereafter during the second option term. Further, upon notice being given by Tenant during the second option term, under the terms as set forth herein, this lease shall renew and extend for an additional five (5) year term under the same terms and condition, except that the annual base rent shall increase by one thousand ($1000.00) dollars per year commencing in the first year of the third option term and thereafter increasing by $1000.00 for each additional year thereafter during the third option term.

Agreed to this 10 day of May, 2017

TENANT: Harbour Town Surf Shop, LLC

Amir Bitton, Member

Alon Mintz, Member

LANDLORD:

Lynda H. Johnson

Charles S. Giannone

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT NO. 25B

26(A)

Mogil 0057

Shop 6 and Shop 8 Mariners Way back up offer

From: mmogil@mogillaw.com
Sent: Thu, May 11, 2017 at 11:48 am
To: Meredith Bannon

Ltr. MWM. Bannon. Harbour Town Surf Shop, LLC. Offer to Purchase Shops 6 & 8. 5-11-2017.pdf (135.5 KB)
Earnest Money Deposit Shop 6 and Shop 8.pdf (225.4 KB)
Harbour Town Surf Shop. Offer and Contract for sale of Real Property. 5.10.17.pdf (562.5 KB) **– Download all**

Meridith, addressed to your clients Mr. Giannone and Ms. Johnson, please refer to the attached letter of May 11 with Contract and EMD dated May 10.

Michael W. Mogil
Mogil Law Firm
2 Corpus Christie, Ste. 303
Hilton Head Island, SC 29928
Tel 843-785-8110
Web: www.mogillaw.com



MOGIL
LAW FIRM

MICHAEL W. MOGIL
mike@mogillaw.com

Admitted to Practice in SC, NY, FL

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Hilton Head Island, SC 29928
T 843-785-8110 F 843-785-9676
www.mogillaw.com

May 11, 2017

Meridith Bannon
Bannon Law Group
10 Westbury Parkway, Unit A
Bluffton, SC 29910

By Email

Re: Harbour Town Surf Shop, LLC offer to Purchase Shop 6 and Shop 8 Mariner's Way HPR, Harbourtown, from Giannone and Johnson

Dear Meridith:

Without prejudice to the rights of Bittmint, LLC to purchase your client's property under its pending Contract of Sale, or to the enforceability of said contract, I am enclosing a back up offer made by Harbour Town Surf Shop, LLC, the current tenant, to purchase the property for $590,000.00, together with proof of earnest money deposit. Please let me know your client's position and/or acceptance or counteroffer.

Sincerely,

Michael W. Mogil

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

OFFER AND CONTRACT FOR SALE OF REAL PROPERTY

Purchaser: Harbour Town Surf Shop, LLC and/or its Assigns

Address: 130 Arrow Road, Ste. 103A, Hilton Head Island, SC 29928

hereby agrees to purchase from Seller: Lynda H. Johnson and Charles S. Giannone

1. PROPERTY DESCRIPTION. And Seller hereby agrees to sell all that lot or parcel of land, with all improvements thereon, and any interest appurtenant thereto, situated in Beaufort County, South Carolina and being described as follows:

Street Address: 147 Lighthouse Road, Ste. A and 147 Ste B, Hilton Head Island, SC 29928
Legal and TMS: Shop (Lot) No. 6 and Shop (Lot) 8 of the Mariners Way Horizontal Property Regime IV

Seller represents that the property is connected to public [x]water [x]sewer [ ] other_____

2. PURCHASE PRICE. The total purchase price of the property is ..... $ 590,000.00

A. Earnest money deposited herewith _____.....$ 1000.00

B. Additional money to be paid within 5 days of acceptance.....$

C. Mortgage Financing—First Mortgage Loan... See Section 3.....$ 507,400.00

D. Balance of Cash at Closing.....$ 81,600.00

3. FINANCING CONTINGENCY. If referred to in Section 2-C above, this Contract is subject to the Purchaser obtaining a commitment for the financing referenced above from a lender customarily making such loans in Beaufort County. Purchaser shall use best efforts to obtain such loan and shall supply any prospective lender with such information as shall be requested within 45 days from the execution of this contract, and shall pay usual charges therefor. Purchaser shall execute and deliver the mortgage instruments and other papers customarily used by such institution. This financing contingency is a limited one and must be satisfied on or before **seventy five (75) days from the date of execution hereof.** If Purchaser's bona fide application to such lender shall be denied, Purchaser may, by written notice either elect to: (a) waive the financing contingency, in which event this Contract shall remain in full force and effect; or (b) terminate this Contract for failure to obtain financing. If Purchaser elects to terminate, its Earnest Money Deposit shall be returned in full. Purchaser has the affirmative obligation to provide written notice as to its decision on this condition. Notice is to be provided to the Seller directly or to the Listing Agency at the address(es) set forth herein. If no notice is received within the applicable time period for this contingency, it is presumed that Purchaser has waived the financing contingency.

Purchaser AS AM

Seller ____

Seller ____

4. FURNISHING, SYSTEMS. The property to be sold hereunder includes all heating and air conditioning systems, all fixtures attached to the Property and all plumbing and other equipment, and shall additionally include without limitation the following: [] Refrigerator; [] Freezer; [] Washer; [] Dryer; [] Stove; [] Microwave; [] Dishwasher; [ ] Ceiling Fans; [ ] Irrigation System; [ ] Pool Equipment; [ ] Septic System; [x Furnished; [ ] Other: Property conveyed. All appliances, heating, air conditioning, electrical and plumbing systems and fireplace shall be in good working order subject to reasonable wear and tear, which does not adversely affect the normal and regular use thereof. Further, the structure shall be reasonably sound and the roof free of leaks at time of closing.

5. WOOD INFESTATION REPORT. Seller agrees to provide at its/their expense at Closing an "Official South Carolina Wood Infestation Report (CL-100)" in which no infestation or damage is reported or if there is damage observed, that it is insufficient to recommend repair. Such report must be dated within 30 days of the Closing. If infestation or insufficient damage is observed, Seller shall cause same to be repaired prior to closing or permit Purchaser's closing attorney to escrow funds from the sales proceeds at Closing in an amount equal to the cost of such repair.

6. OTHER TERMS. Other terms and conditions of this contract are: Purchaser is acquiring property in "As Is" condition subject to the warranties set forth in Sections 4 and 5 above. Seller (s) shall obtain all appropriate waivers and approvals from Sea Pines and the applicable horizontal property regime within thirty (30) days from the date of execution hereof. Property is sold subject to existing lease(s) with Harbourtown Surf Shop, LLC. This Contract binds both Seller(s) who own title to separate parcels—Ly ıda Johnson holds title to Lot/parcel 6 and Charles Giannone holds title to Lot/parcel 8. However, Purchaser's obligation to perform and close on parcel A and/or parcel B is, at Purchaser's option, conditioned upon both parcel A and parcel B closing.

7. DATE OF CLOSING. The closing of this Contract shall take place on or before the date ninety (90) days after all relevant waivers and approvals are obtained by Seller, or forty five (45) days after financing has been approved pursuant to Section 3 hereto, whichever date is later (the "Closing") in Beaufort County at the office of the Purchaser's attorney or other offices stipulated by the Purchaser. Unless otherwise provided herein, Seller shall deliver possession of the Property to Purchaser at Closing.

8. CONDITION OF PROPERTY. Purchaser has inspected the premises and, subject to the terms set forth above in Section 4, is purchasing the Property in its present condition, "As is".

9. RISK OF LOSS AND DAMAGE. In case the Property is wholly or partially damaged by fire, storm, or other casualty, Purchaser may elect for ten (10) days after receiving written notice thereof, to proceed hereunder with a mutually agreed adjustment in the Purchase Price, or terminate this Contract and receive back all money deposited hereunder.

10. PRORATIONS. All expenses of ownership (and rents, if any) shall be prorated to the date of Closing. Purchaser and Seller shall be responsible for each of their costs and expenses related to the closing as per custom in Beaufort County, South Carolina. Purchaser shall be responsible for the Hilton Head Island real estate transfer fee, if applicable. Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-9-310 (amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

Purchaser A.K M

Seller____

Seller____

11. TITLE. Seller shall convey marketable title to the Property to Purchaser in fee simple by proper deed in recordable form with stamps affixed and with covenants of general warranty, subject to normal utility easements, applicable restrictive covenants, governmental regulations and assessments, and free and clear of all liens, tax liens and encumbrances except as set forth above. If an owner's title binder can be issued by an ALTA title insurance company at standard rates with standard exceptions for Hilton Head Island, South Carolina, title shall be deemed to be marketable. Purchase acknowledges that the Selling Agency has recommended that an attorney examine the title to the Property on Purchaser's behalf. The deed shall be prepared in the name of **Harbour Town Surf Shop, LLC (or its assigns)** and delivered to the offices of Purchaser's attorney or stipulated place of Closing.

12. DEPOSITS/DEFAULT. All money deposited hereunder shall be applied towards the purchase price at Closing. Upon failure of either party to comply with the terms hereof within the stipulated time, and after receipt of written notice of said default with a ten (10) day right to cure, it is understood and agreed by and between the parties hereto that either party may proceed with all rights and remedies at law or equity against the defaulting party. In the case of a Purchaser default, the Seller may elect, in lieu of all other remedies, the forfeiture of the Deposit as liquidated and agreed upon damages. In the event of litigation commenced because of a default hereunder, the prevailing partie(s) in such litigation shall be entitled to recover attorney fees and court costs from the non prevailing partie(s).

IN WITNESS WHEREOF, the undersigned parties have executed this Contract the date set forth opposite their respective signatures. The later date shall be the date of the Contract for purposes of all time periods set forth herein.

WITNESSES:

Date: 5/10/17

Purchaser: Harbour Town Surf Shop, LLC by Alon Mintz its Member

Date: 5/10/17

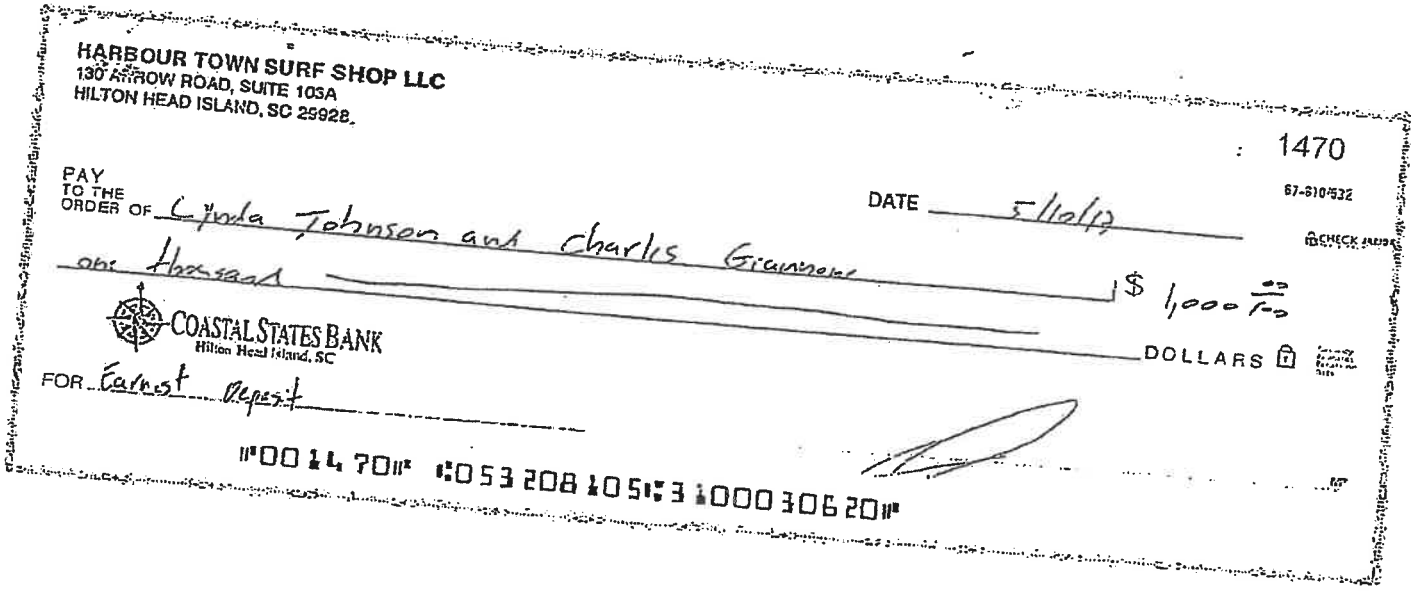
Purchaser: Harbour Town Surf Shop, LLC by Amir Bitton its Member

Date:

Seller: Lynda Johnson

Date:

Seller: Charles Giannone



HARBOUR TOWN SURF SHOP LLC
130 ARROW ROAD, SUITE 103A
HILTON HEAD ISLAND, SC 29928

: 1470

67-610/532

PAY TO THE ORDER OF Cynda Johnson and Charles Giannone

DATE 5/10/13

one thousand

$ 1,000 00

DOLLARS

CHECK AMOUNT

COASTAL STATES BANK
Hilton Head Island, SC

FOR Earnest Deposit

⑈001470⑈ ⑆053208105⑆3 1000306 20⑈

26 (b)

Mogil 0029

Re: Shop 6 and Shop 8 Mariners Way back up offer

From: Meredith Bannon <meredith@bannonlawgroup.com>
Sent: Thu, May 11, 2017 at 2:46 pm
To: Michael Mogil, Bonnie Peluso

Mike,
My clients reject your offer dated May 11, 2017. My clients reject an extension of the lease as the sale is pending to Sea Pines after the exercise of their first right of refusal.
Meredith

On Thu, May 11, 2017 at 11:48 AM, <mmogil@mogillaw.com> wrote:

Meridith, addressed to your clients Mr. Giannone and Ms. Johnson, please refer to the attached letter of May 11 with Contract and EMD dated May 10.

Michael W. Mogil
Mogil Law Firm
2 Corpus Christie, Ste. 303
Hilton Head Island, SC 29928
Tel 843-785-8110
Web: www.mogillaw.com

--
Meredith Bannon, Esq.
Bannon Law Group LLC
10 Westbury Park Way, Suite A
P.O. Box 3691
Bluffton, SC 29910
t: 843-815-4505
f: 1-843-277-6803

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The Bannon Law Group LLC, P.O. Box 3691, Bluffton, SC 29910, www.bannonlawgroup.com



CONFIDENTIAL

From: Jay Jones
To: Steve Birdwell; Jeff Herriman
Subject: Financing
Date: Thursday, May 11, 2017 5:40:52 PM

Following are principal terms for the financing. Please confirm these are acceptable and we will move forward to a formal term sheet.

- Borrower: Sea Pines Resort, LLC or new LLC
- Loan amount: $380,770, 65% LTV/LTC
- Rate today: 4.15% fixed
- Fee: 0.5%
- Term/Am: 5 yr term/20 yr am
- Guarantor: Riverstone Properties, LLC
- Collateral: 1st lien deed of trust/mortgage, assignment of rents, security agreement, etc.
- Other: Standard bank documentation, appraisal, environmental, title, survey, etc.

Jay

James A. Jones
Chief Financial Officer
The Riverstone Group, LLC
CCA Industries, Inc.
800 E. Canal Street, Suite 1900
Richmond, VA 23219
804-643-4200

****

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT NO. 27

Cliff McMackin

From: Steve Birdwell
Sent: Thursday, May 11, 2017 6:04 PM
To: Rob Bender; Cliff McMackin
Subject: RE: Mariner's Way - Update

Good deal. We're the proud owner of a surf shop!!

[redacted]

Steven P. Birdwell
President
Phone 843.842.1419
sbirdwell@seapines.com

[redacted]

From: Rob Bender
Sent: Thursday, May 11, 2017 5:00 PM
To: Steve Birdwell; Cliff McMackin
Subject: FW: Mariner's Way - Update

FYI.

[redacted]

PLAINTIFF'S EXHIBIT NO 28 DCRR

PENGAD 800-631-6989

RECORDED
2017 Jun -14 12:49 PM

BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK 3574 Pgs 1332-1334
FILE NUM 2017025304
05/12/2017 10:37:49 AM
REC'D BY rbins RCPT# 849785
RECORDING FEES $10.00
County Tax $319.00
State Tax $754.00
Transfer Tax $725.00

3/URB Fraser 4754

Prepared By:
Meredith Bannon, Esq.
10 Westbury Park Way, Suite A
Bluffton, SC 29910
The Bannon Law Group
File No.: JOHNSON 2017.33.01

ADD DMP Record 6/7/2017 04:37:35 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R550	017	000	1093	0006	00

(Please do not write above this line – Reserved for Register of Deeds Office)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **LYNDA H. JOHNSON** (the "Grantor"), in the State aforesaid, for and in consideration of the sum of **TWO HUNDRED NINETY THOUSAND and 00/100 DOLLARS ($290,000.00)**, unto her paid by **SEA PINES RESORT, LLC** (the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release, subject to the easements, restrictions, reservations and conditions set forth in the legal description below, unto the said Grantee, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

ALL THAT CERTAIN commercial condominium unit lying and being at Harbour Town in Sea Pines Plantation on Hilton Head Island, Beaufort County, South Carolina, and being known as SHOP NUMBER 6 of the MARINER'S WAY HORIZONTAL PROPERTY REGIME LXIV, and being more particularly shown and described by reference to the Master Deed of FITM Corporation, establishing said Horizontal Property Regime, said Master Deed being dated the 17th day of February, 1977, and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 245 at Page 899.

This being the same property conveyed to Grantor by Deed of Distribution of the Estate of Lorraine J. Giannone dated November 3, 2016 and recorded on November 7, 2016 in the Office of the Register of Deeds for Beaufort County in Deed Book 3528 at Page 1304.

This conveyance is made SUBJECT TO: All applicable obligations, restrictions, limitations and covenants of record in the office of the Register of Deeds for Beaufort County, South Carolina.

PLAINTIFF'S EXHIBIT NO. 29A
PENGAD 800-631-6989

Tax Map #: **R550 017 000 1093 0006**

Property Address: **147A LIGHTHOUSE ROAD, HILTON HEAD ISLAND, SC 29928**

Grantees Address: **POST OFFICE BOX 7000, HILTON HEAD ISLAND, SC 29938**

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 premises before mentioned unto the said Grantee, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind herself and her heirs and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, their successors and assigns, against the Grantor's heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF our Hands and Seals this 4 day of May, 2017.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

1st Witness Sign Above

Meredith Bannon
1st Witness Print Above

2nd Witness/Notary Public Sign Above

Bonnie L Peluso
2nd Witness/Notary Public Print Above

Lynda H. Johnson {L.S.}
LYNDA H. JOHNSON

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
) under S.C. Code § 30-5-30(c)
COUNTY OF BEAUFORT)

I, the undersigned notary public, do hereby certify that the within named Grantor, LYNDA H. JOHNSON, personally appeared before me this day and having satisfactorily proven to be the person whose name is subscribed above, has acknowledged the due execution of the foregoing instrument.

Witness to before me this
4 day of May, 2017.

Notary signs again above

Notary Print Name: Bonnie L Peluso
Notary Public for SC
My Commission Expires: 1-4-2026

(SEAL)

BONNIE L. PELUSO NOTARY PUBLIC EXP. 01/04/2026 SOUTH CAROLINA

From: Tony Wartko
To: Jeff Herriman
Cc: Rob Bender
Subject: RE: Commercial Property Inspection - 147-B Lighthouse Road, Hilton Head Island, SC 29928
Date: Saturday, May 13, 2017 8:42:17 AM
Attachments: image001.jpg
image002.jpg
image003.png

This is inspecting the property in HT we are buying and was requested by Rob.

Description:Harbour Town

Tony Wartko
CMCA LEED Green Associate
Director of Facility Services
Phone 843.842.1461
Mobile 843.422.5990
twartko@seapines.com

From: Jeff Herriman
Sent: Saturday, May 13, 2017 8:32 AM
To: Tony Wartko
Subject: Fwd: Commercial Property Inspection - 147-B Lighthouse Road, Hilton Head Island, SC 29928

TW

I don't know anything about this. Why are we receiving this email?

JH

Sent from my iPhone

Begin forwarded message:

> **From:** Pinnacle Commercial Inspections <pinnaclecommercialinspections@gmail.com>
> **Date:** May 13, 2017 at 7:10:14 AM EDT
> **To:** jherriman@seapines.com
> **Cc:** Tony Wartko <twartko@seapines.com>
> **Subject: Commercial Property Inspection - 147-B Lighthouse Road, Hilton Head Island, SC 29928**
>
> I have been asked to perform a Commercial Property Inspection for you by Tony Wartko. I have your Commercial Property Inspection scheduled for Tuesday, (5/16/17) at 10:00 a.m.
>
> This link is the agreement for your property inspection.
> Click on the link, http://www.nachi.org/viewagreement/ enter your email address (

PLAINTIFF'S EXHIBIT NO. 30A
PENGAD 800-631-6989

From: Rob Bender
To: allstar20@harpray.com
Bcc: Jeff Herriman
Subject: Harbour Town Surf Shop
Date: Monday, May 15, 2017 12:17:00 PM
Attachments: image001.jpg
image002.gif

Good Afternoon Amir and Alon,
With our recent purchase of the commercial space that you occupy with the Harbour Town Surf Shop, I first wanted to say that we welcome working with you and look forward to a successful relationship.

I also wanted to reach out to you with some information and updates related to your lease and the various payments.

You will receive a monthly statement from us that will be mailed on approximately the 20th of each month and will include the recurring charges for:

- Rent
- Regime Fees
- Insurance
- Property Taxes
- CSA Assessment
- Trash

Please note that per your lease agreement, the above fees are due by the 5th day of the month and are subject to late fees and other remedies per the lease agreement. Payments are to be mailed to: Sea Pines Resort, 32 Greenwood Drive, Hilton Head Island, SC 29928. For any billing questions, please contact Mary Hughes in our accounting department at mhughes@seapines.com or 843-842-1478.

Under the insurance section in the lease, can you please update the landlord name on your liability insurance to be **Sea Pines Resort, LLC**. Once you have this change made can you please forward me a copy of the policy/certificate.

Harbour Town Merchants Fees: As a reminder, the lease agreement states that you will become a member of the Merchant's Association. A separate statement will be mailed to you for these fees on approximately the 20th of each month for the following month and dues will be due on the first of each month.

Lastly, we are attempting to schedule a commercial building inspector to review the space in the near future. I will keep you posted on the timing of the inspection.

Please let me know if you have any questions or follow up needs.

Many Thanks,
Rob

Rob Bender
Director of Recreation & Marine Operations
Phone 843.842.1951 Mobile 843.816.5519
rbender@seapines.com

cid:image002.gif@01CEE9FB.1B7468C0

PLAINTIFF'S EXHIBIT NO. 306
PENGAD 800-631-6989

From: Matthew Goodwin
To: Steve Birdwell
Cc: Cliff McMackin
Subject: RE: ASPPPO board meeting preparation
Date: Monday, June 12, 2017 2:58:51 PM

Steve/Cliff-

thanks, I am in JH this week so let me know if/when you want to discuss. Hunter and his family are here so we do have some plans but I will make time, thanks, matt

From: Steve Birdwell [sbirdwell@seapines.com]
Sent: Monday, June 12, 2017 11:00 AM
To: Matthew Goodwin
Cc: Cliff McMackin
Subject: FW: ASPPPO board meeting preparation

Matt,

I am forwarding an email received from Charlie Minor regarding his thinking for the ASPPPO Board approval of the term sheet. On one hand Charlie's process seems rushed, but on the other I also realize he's trying to get the approval during his regularly scheduled meeting on June 22.

Cliff and I are still working on some the details of the term sheet, and we owe you a recommendation regarding tennis and other terms. We will be sending more informaiton to you within the next day or so.

Thanks,

Steve

From: Charles Miner [mailto:chasbminer@gmail.com]
Sent: Saturday, June 10, 2017 9:59 PM
To: Steve Birdwell; Cliff McMackin; Mark Griffith; Barry Barth; Mike Tucker; Jeff Webster; Michele Crull; Rich Speer
Subject: ASPPPO board meeting preparation

The ASPPPO board meeting is going to be tricky to choreograph. There will be opposition to any approval of the terms and I will need some help, particularly from the Resort. Here is my plan.

To maintain our policy of transparency, we will have to post the agenda by late Friday including the proposed resolution which will be moved by Barry Barth. This will draw organized opposition at the meeting probably moved by a board member. Their logic will be that we have not clarified important details and need to delay the vote. Ideally they would like to delay until 2018 so they can get new board representation and leadership. So, we do need to close up loose ends.
The board meeting will start with the routine business. The next agenda item will be Dave Borghesi making a motion in support of raising the gate fee on a seasonal basis to $10. That will go to CSA and I will ask Steve to confirm SPR agreement.
Next will be a review of the term sheet modifications and issues which I will start and then turn it over to Steve to explain what SPR is giving Sea Pines. Steve needs to cover three key

PLAINTIFF'S EXHIBIT NO. 31A
PENGAD 800-631-6989

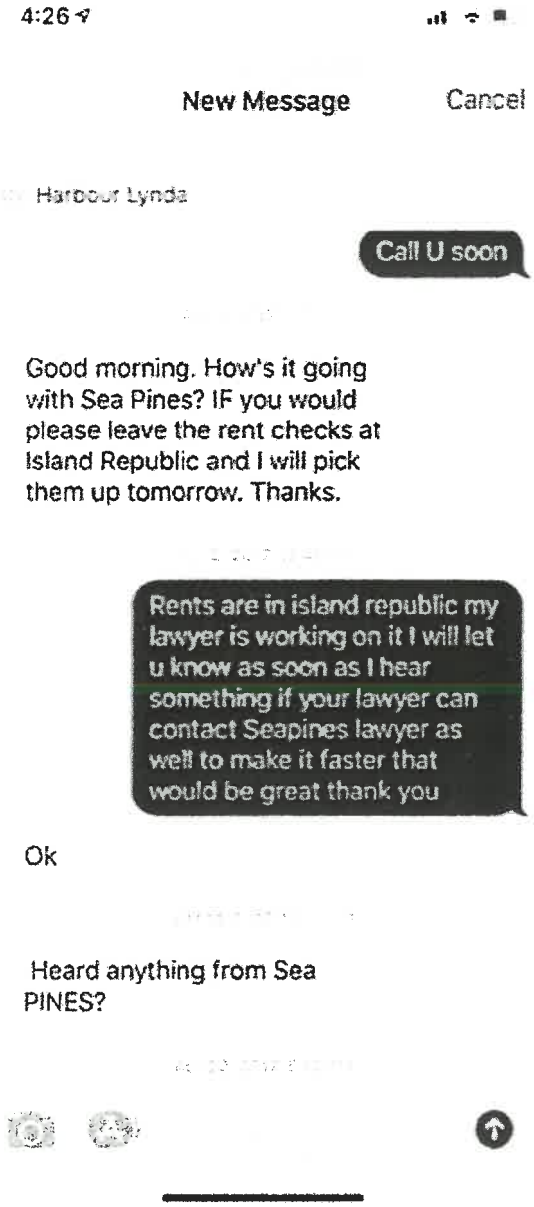
subjects along with his other comments.
1. Tennis at Lawton Stables. That will require an excellent visual rendering showing what it will look like.
2. Right of purchase should be presented as a homeowner BENEFIT. You need a written policy that includes SPR's agreement in advance to waive RFR when a homeowner decides to sell their property. SPR also needs to differentiate between residents and commercial properties and reveal their goal to upgrade Harbour Town and the acquisition of the Surf Shop. Better SPR makes it public than reading about the law suit in the Packet.
3. SPR needs to make it clear that they have tried to incorporate resident inputs either in the referendum or separately.

I will then call upon Rob Reichle (sp?) to explain the feelings of the real estate community.
Next I will ask Rich Speer to comment on the economics.
Finally I will ask Barry for the approval motion followed by discussion and vote. I have sent the proposed motion to Ed Hughes for legal review. The motion is only on the hotel rooms and conditional on passage of the referendum and a two thirds positive vote by ASPPPO members voting. It also preserves the ASPPPO board's authority to act on the hotel agreement At a later date. There are some additional conditions and qualifications in the motion. This will also be public before the meeting.
After discussion I will call the question. Public comments will be taken after the board meeting. This will cause a near riot of protest if we pass the motion and could get ugly. I would like some people in the audience to support us when those opposed start complaining.
I will be back Thursday but there is much to do before the meeting. The Resort really has to address the term sheet issues I gave them and have a compelling story. If they are not ready we need to postpone the vote until they are and call a special meeting.
Charlie

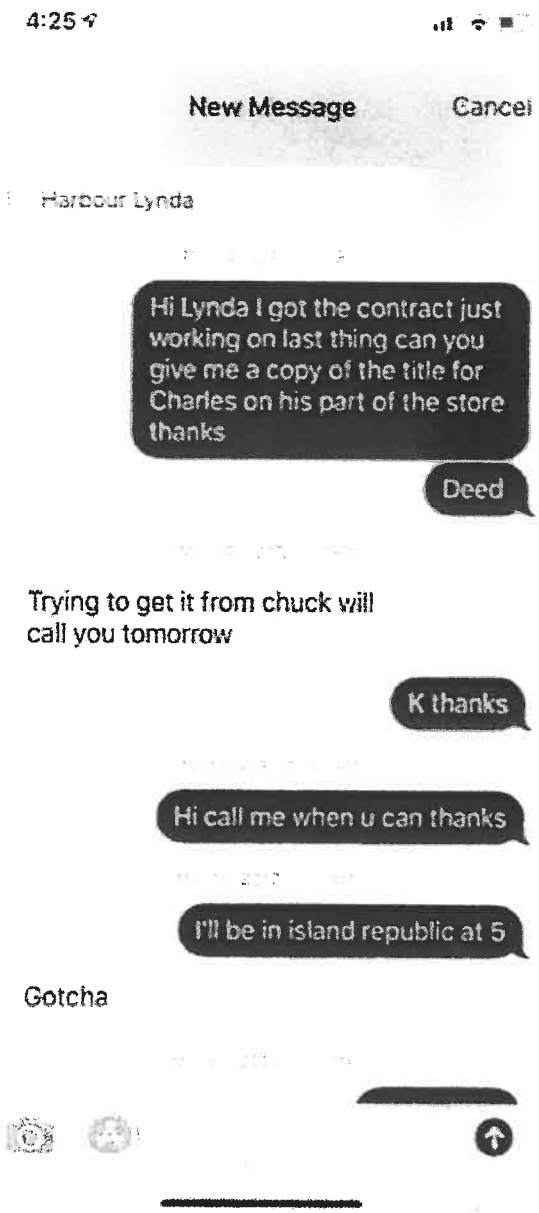
This email has been scanned by the Barracuda Email Security Service.

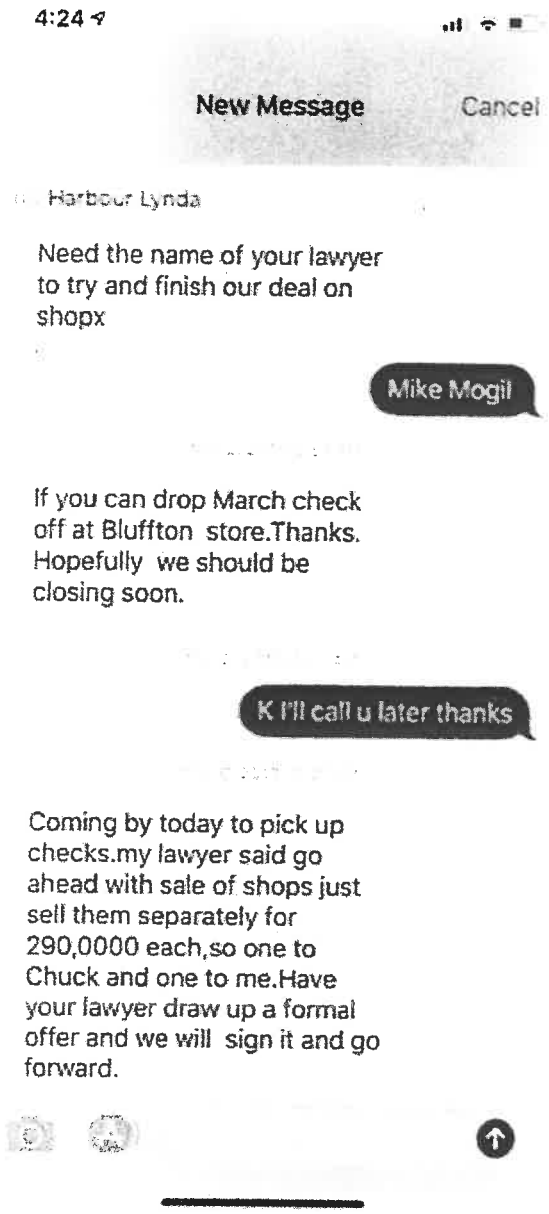
Text message Lynda

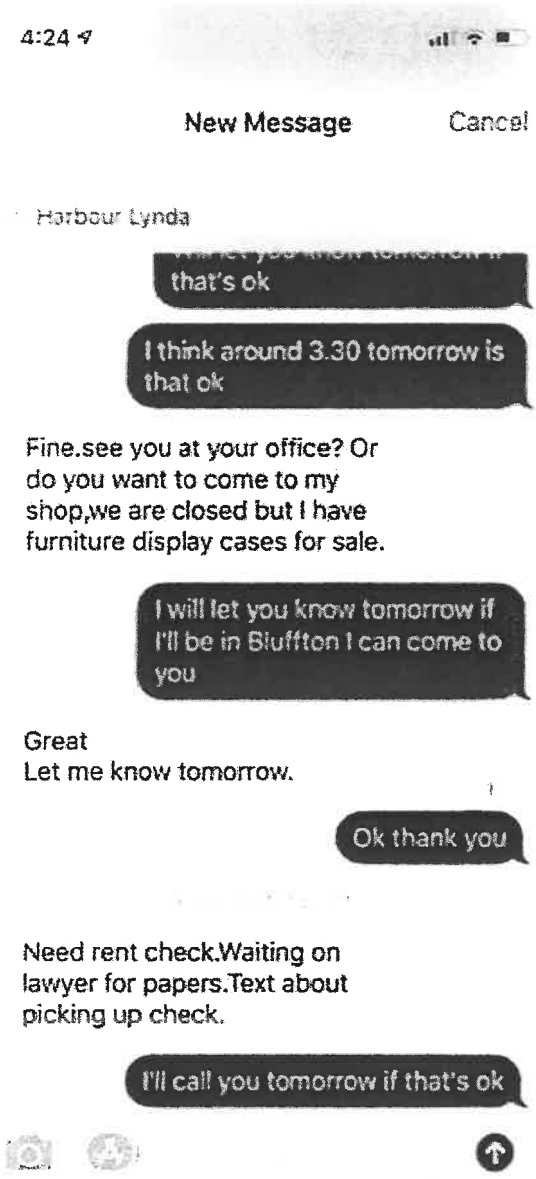
alon mintz <alonmintz1@hotmail.com>
Thu 6/13/2019 3:31 PM
To: allstar00000@hotmail.com <allstar00000@hotmail.com>



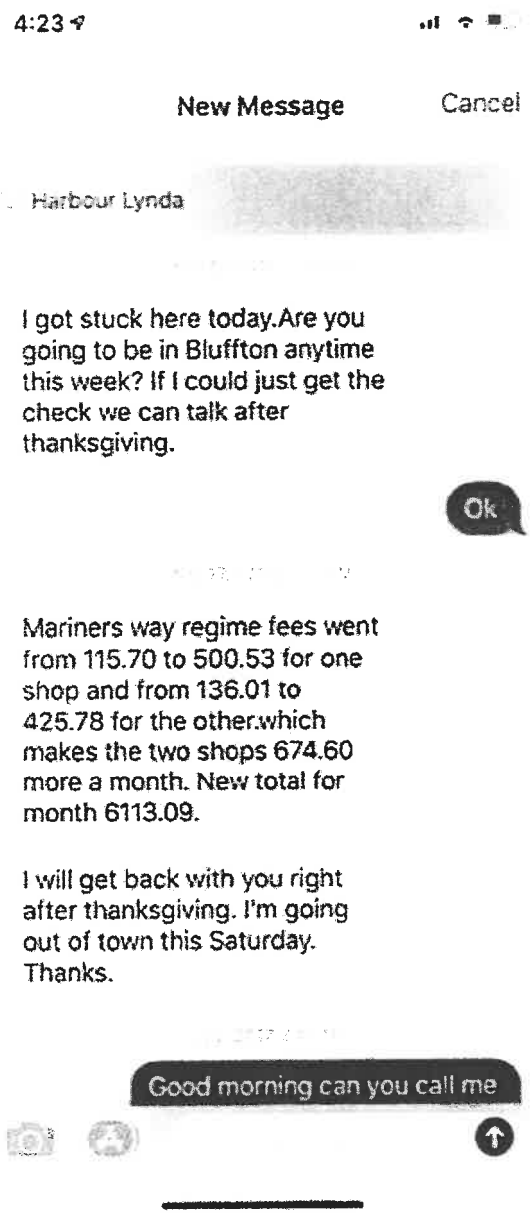


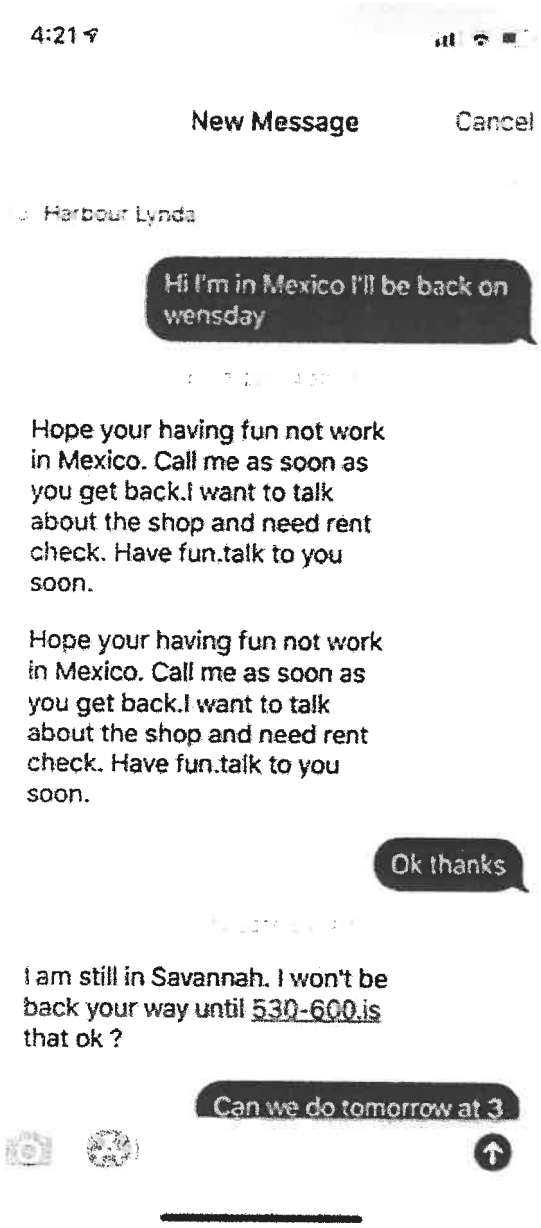

4:25
New Message
Cancel
Harbour Lynda
Hi Lynda I got the contract just working on last thing can you give me a copy of the title for Charles on his part of the store thanks
Deed
Trying to get it from chuck will call you tomorrow
K thanks
Hi call me when u can thanks
I'll be in island republic at 5
Gotcha

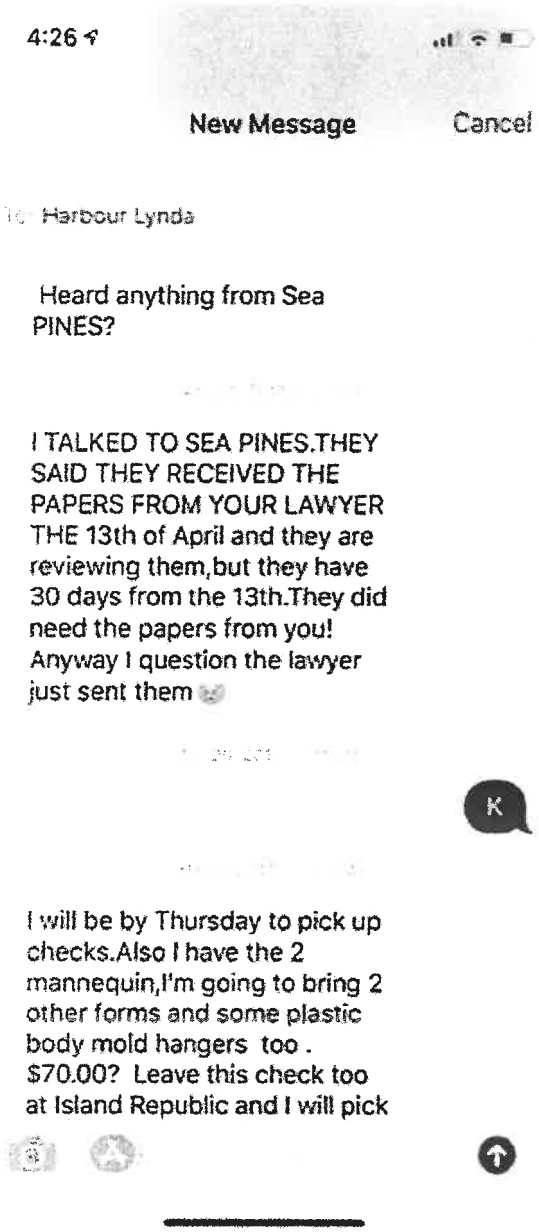

4:24
New Message
Cancel
Harbour Lynda
Need the name of your lawyer to try and finish our deal on shopx
Mike Mogil
If you can drop March check off at Bluffton store.Thanks. Hopefully we should be closing soon.
K I'll call u later thanks
Coming by today to pick up checks.my lawyer said go ahead with sale of shops just sell them separately for 290,0000 each,so one to Chuck and one to me.Have your lawyer draw up a formal offer and we will sign it and go forward.


4:24
New Message
Cancel
Harbour Lynda
that's ok
I think around 3.30 tomorrow is that ok
Fine.see you at your office? Or do you want to come to my shop,we are closed but I have furniture display cases for sale.
I will let you know tomorrow if I'll be in Bluffton I can come to you
Great
Let me know tomorrow.
Ok thank you
Need rent check.Waiting on lawyer for papers.Text about picking up check.
I'll call you tomorrow if that's ok


4:23
New Message
Cancel
Harbour Lynda
Good morning can you call me please before 9 I will be in a. Meeting thank you
When did you want to meet?
Will let you know tomorrow if that's ok
I think around 3.30 tomorrow is that ok
Fine.see you at your office? Or do you want to come to my shop,we are closed but I have furniture display cases for sale.
I will let you know tomorrow if I'll be in Bluffton I can come to you
Great
Let me know tomorrow.


4:23
New Message
Cancel
Harbour Lynda
I got stuck here today.Are you going to be in Bluffton anytime this week? If I could just get the check we can talk after thanksgiving.
Ok
Mariners way regime fees went from 115.70 to 500.53 for one shop and from 136.01 to 425.78 for the other.which makes the two shops 674.60 more a month. New total for month 6113.09.
I will get back with you right after thanksgiving. I'm going out of town this Saturday. Thanks.
Good morning can you call me


4:21
New Message
Cancel
Harbour Lynda
Hi I'm in Mexico I'll be back on wensday
Hope your having fun not work in Mexico. Call me as soon as you get back.I want to talk about the shop and need rent check. Have fun.talk to you soon.
Hope your having fun not work in Mexico. Call me as soon as you get back.I want to talk about the shop and need rent check. Have fun.talk to you soon.
Ok thanks
I am still in Savannah. I won't be back your way until 530-600.is that ok ?
Can we do tomorrow at 3



Sent from my iPhone

CERTIFIED TRUE COPY
of the document recorded in the Offices of the Register of Deeds for Beaufort County, S.C., on
(date): 11-17-1987
In OR Book 400 Page 415
This document contains 87 pages.
Camelia Barnes
Register of Deeds - Beaufort County, SC
Oct 8, 2021

6

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
NOV 17'87 999.00 P.B. 11222

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
NOV 17'87 300.00 P.B. 11222

J. S. & P/J. P. S
415

Revenue Stamps Collected
$ 20,130.00
Beaufort County, SC

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

LIMITED WARRANTY DEED

NOW, KNOW ALL MEN BY THESE PRESENTS, that on or about November 24, 1986, Gardner-Matthews Plantation Company (86-03801), Hilton Head Holdings Corporation (86-03802), Hilton Head Hotel Company (86-03803), Vacation Resorts Holding, Inc. (86-03804), Vacation Resorts, Inc. (86-03805), The Hilton Head Company, Inc. (86-03808), Hilton Head Holdings Corporation, f/k/a Ginn Holding Corp. (86-03868), Hilton Head Company, a Delaware corporation (86-03869), Sea Pines Plantation (86-03870), Hilton Head Holdings Corporation (86-03869), Sea Pines Plantation (86-03870), Hilton Head Holdings Corporation formerly known as Ginn Holding Corp. (86-03871), Hilton Head Company, a Delaware Corp. (86-03884), and Sea Pines Plantation Company (86-03885) filed for bankruptcy under Chapter 11 of the United States Bankruptcy Code. On November 24, 1986, United States District Court Judge Sol Blatt, Jr., withdrew the reference of the above-stated cases to the United States Bankruptcy Court and the cases were retained and reserved in the United States District Court pursuant to 28 U.S.C. Sections 157 and 1334;

WHEREAS, by Order of the District Court entered November 26, 1986, John F. Curry was appointed Interim Trustee for the above-named Debtors and by Order entered December 23, 1986, was appointed Trustee pursuant to 11 U.S.C. Section 1104;

WHEREAS, by Orders of the District Court entered January 6, 1987, March 20, 1987 and August 24, 1987, the above-stated cases were consolidated into Gardner-Matthews Plantation Company (86-03801), Hilton Head Hotel Company (86-03803), Vacation Resorts Holdings, Inc. (86-03804),

INITIALS

PLAINTIFF'S EXHIBIT NO. 33

PENGAD 800-631-6989

STATE OF SOUTH CAROLINA SOUTH CAROLINA TAX COMMISSION DOCUMENTARY STAMP TAX NOV 17'87 999.00 P.B. 11222

Vacations Resorts, Inc. (86-03869), and Hilton Head Holdings Corporation (86-03871) (hereinafter referred to as "Debtors");

WHEREAS, the Trustee managed the affairs and operated the businesses of these Debtors pursuant to 11 U.S.C. Section 1106;

WHEREAS, after proper notice and a hearing held on October 13, 1987, the District Court entered an Order confirming the Second Amended Joint Plan of Reorganization on October 15, 1987, which Order became final on October 25, 1987, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference;

WHEREAS, after proper notice and a hearing on October 14, 1987 on the Trustee's amended Complaint to Sell the Debtors' Sea Pines Assets Free and Clear of Liens, Encumbrances and Other Interests, the District Court entered an Order on October 26, 1987, authorizing the Trustee to sell the Sea Pines Assets free and clear of all liens, encumbrances and other claims, except for certain Permitted Exceptions, a copy of which Order is attached hereto as Exhibit "B" and incorporated herein by this reference;

WHEREAS, on October 22, 1987, John F. Curry, Trustee in Bankruptcy for Hilton Head Holdings Corporation and Sea Pines Plantation Company (as Seller), and Sea Pines Associates, Inc. (as Buyer), did enter into an Asset Purchase Agreement for the Sea Pines Assets, which Asset Purchase Agreement was approved by Order of the District Court on October 22, 1987, a copy of which is attached as Exhibit "C";

WHEREAS, Sea Pines Plantation Company has agreed to amend its Articles of Incorporation to change its corporate name to Hilton Head Liquidation Corp. in order to allow Buyer, Sea Pines Associates, Inc., or its designee, to form a new South Carolina corporation under the name of

1.01.LIT

Sea Pines Plantation Company, Inc., to take title to certain of the assets being conveyed pursuant to the Asset Purchase Agreement;

WHEREAS, Sea Pines Plantation Company so amended its Articles of Incorporation, effective November 1, 1987, and is now known as Hilton Head Liquidation Corp., a copy of which amended Articles of Incorporation are attached hereto as Exhibit "D";

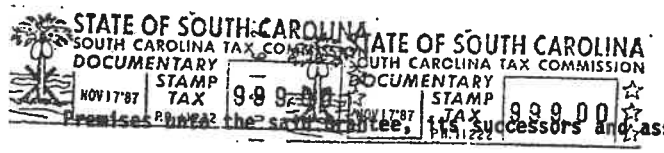
NOW, THEREFORE, Hilton Head Liquidation Corp., a South Carolina corporation, by John F. Curry, its Trustee (hereinafter referred to as "Grantor"), in consideration of the premises and also in consideration of the sum of One and No/100 ($1.00) to it in hand paid at and before the sealing and delivery of these presents by Sea Pines Plantation Company, Inc., whose address is P. O. Box 7000, Hilton Head Island, South Carolina 29938 (hereinafter referred to as "Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and released, and by these presents, does grant, bargain, sell, convey and release unto the said Grantee, its successors and assigns forever, all of its rights, title and interest, whatever the same may be, in and to all of the property described on Exhibit "E" which is attached hereto and incorporated herein by this reference, subject to the Permitted Exceptions listed on Exhibit "F" which is attached hereto and incorporated herein by this reference.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said Premises belonging to or in any wise incident or appertaining thereto.

TO HAVE AND TO HOLD, all and singular the Premises aforementioned unto the said Grantee, its successors and assigns forever.

AND the said Grantor does by and for itself, its successors and assigns warrant and promises to forever defend all and singular the said

1.01.LIT623



Premises unto the said Grantee, its successors and assigns, against itself and its successors and assigns and any person claiming by, through and under Grantor.

IN WITNESS WHEREOF, Grantor has caused these Presents to be executed by their duly authorized representatives and officers and their corporate seals to be hereto affixed this 17th day of November, in the year of Our Lord One Thousand Nine Hundred Eighty-seven and the two hundred and twelfth year of sovereignty and independence of the United States of America.

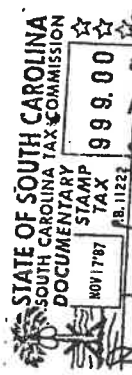
SIGNED, SEALED AND DELIVERED
in the presence of:

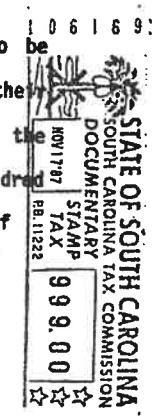
Nancy D. Dean

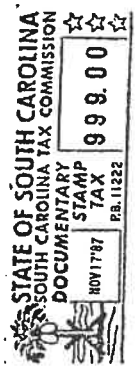
Louise R. Lund

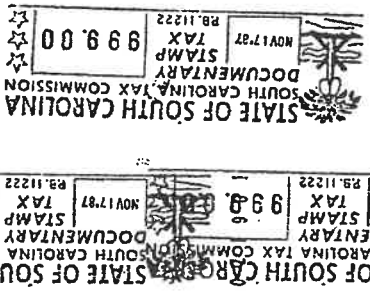
HILTON HEAD LIQUIDATION CORP., (formerly known as Sea Pines Plantation Company), a South Carolina corporation

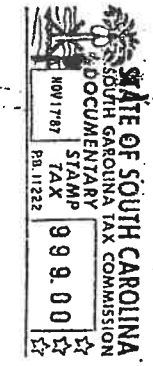
By: John F. Curry
John F. Curry, its Trustee

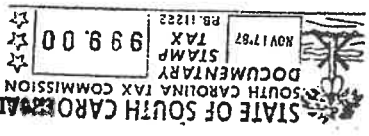


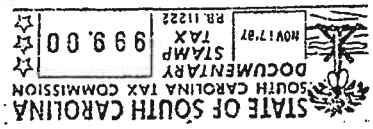












1.01.LIT

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
NOV 17 '87 999.00
P.B. 11222

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
NOV 17 '87 999.00
P.B. 11222

PROBATE

419

COUNTY OF BEAUFORT

PERSONALLY appeared before me NANCY L. OLA H who, on oath, says that She saw the within named Hilton Head Liquidation Corp., a South Carolina corporation (formerly known as Sea Pines Plantation Company), by John F. Curry, its Trustee, sign the within written instrument, and as its act and deed, deliver the same, and that She with Louise R. Lund witnessed the execution thereof.

Nancy L. Ola

SWORN TO before me this 17th day of November, 1987.

Carol P. Cosner (L.S.)
Notary Public for South Carolina
My Commission Expires: 11/4/93

1.01.LITG23 5

EXHIBIT A

ORIGINAL FILED
at ___ 2:5 & ___ min ___ M
OCT 15 1987
GEORGE B. CAUTHEN, CLERK
United States Bankruptcy Court
Columbia, South Carolina

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:

GARDNER-MATTHEWS PLANTATION COMPANY,	)	86-03801
HILTON HEAD HOTEL COMPANY,	)	86-03803
VACATION RESORTS HOLDING, INC.,	)	86-03804
VACATION RESORTS, INC.,	)	86-03805
HILTON HEAD HOLDINGS CORPORATION,	)	86-03871
DEBTORS.	)	Chapter 11

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ORDER CONFIRMING SECOND AMENDED
JOINT PLAN OF REORGANIZATION

The First Amended Joint Plan of Reorganization came before this Court on a hearing for confirmation commencing on October 13, 1987 subsequent to notice consistent with the Bankruptcy Rules, said Plan having been transmitted to the holders of Claims and Investor Interests of the Debtors and it having been determined after notice and hearing that:

1. The Second Amended Joint Plan of Reorganization (also the "Plan" or the "Second Amended Plan", as the context requires) modifies the First Amended Joint Plan of Reorganization filed on August 24, 1987 to recognize fees due the United States Trustee, to recognize approval of the FSLIC Agreement and Hewlette Agreement, to recognize the failure of certain other Agreements to be consummated, to reflect this Court's Order approving the distribution of proceeds from the sale of Indigo Run

Plantation and in other minor respects. Such modifications are contemplated by Section 1127(a) of the Bankruptcy Code. The variations of the Second Amended Plan do not materially adversely affect any Creditor or holder of an Investor Interest, and do not therefore require a resolicitation of Creditors or holders of Investor Interests. Therefore, pursuant to Bankruptcy Rule 3019, the Second Amended Plan is deemed accepted by all impaired Creditors and holders of Investor Interests who accepted the First Amended Joint Plan of Reorganization. Unless otherwise indicated, the definitions set forth in Article II of the Plan have the same meaning herein. A copy of the Plan is attached hereto as Exhibit "A".

2. Classes 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, 6A, 6B, 6C, 6D, 6E, 6F, 6G, 6H, 6I, 6J, 8A, 8B, 9, 10 and 11 are the Classes of claims and interests impaired under the Plan. Classes 1, 2, 3, 4 and 7 are unimpaired under the Plan.

3. The recommendations of Judge Bratton Davis contained in his Recommendations estimating claims and disallowing certain claims entered September 21, 1987 and bearing Docket numbers 1-M-1368 through 1-M-1373 inclusive have been adopted. The Plan was accepted by all classes of the Debtors' impaired creditors except Classes 5D, 5F and 10. At least one impaired class of each Debtor has accepted the Plan. At the Confirmation hearing, Oxford

Communities Inc., the only creditor in Class 5F, announced acceptance of the Plan.

4. The classification of Claims in the Plan is based upon the substantial similarity of all Claims in each such class, is reasonable and was made in good faith, and was not made for the purpose of affecting the vote in any such class or for any improper purpose. The Claims in Classes 8, 9 and 10 are dissimilar as a result of the nature thereof, Class 8 consisting of general unsecured claims, Class 9 consisting of intercompany claims and Class 10 consisting of claims of insiders and claims that are equitably subordinated or constitute equity.

5. Evidence adduced at the hearing on confirmation supports the fact that any distribution made to Class 10 claimants should be subordinate to payment in full of all prior classes. All such claims arise either out of an equity interest or are subject to subordination on equitable principles.

6. The solicitation for acceptances of the Plan was conducted in good faith, and in a thorough manner, pursuant to this Court's Order of September 1, 1987, was made of all impaired creditors, gave all such creditors a fair and adequate opportunity to accept or reject the Plan and was in compliance with Section 1126(b) of the Bankruptcy Code.

7. As previously determined by this Court, the Disclosure Statement distributed by the Proponents of the Plan to

all Creditors and holders of Investor Interest contained adequate information as required by Section 1125 of the Bankruptcy Code.

8. Lincoln Savings and Loan Association (hereinafter "Lincoln"), Oxford Communities, Inc. (hereinafter "Oxford"), E.R. Ginn, III, Ginn Corporation, the trustees of Phillip and Mary Schvab and Rolyat Holding Corp., Clark Equipment Credit Corporation, Phoenix Corporation of Hilton Head, Lockford Partnership, Louis M. Jaffe, Universe Trust, Inc., and Luther M. Taylor are the only parties who timely filed objections to confirmation of the Plan. Pursuant to the settlements and agreements described herein, all said objections were withdrawn.

9. The credible evidence in the record, including the informed judgments of the Proponents' witnesses Peggy Gibson, John F. Curry, and Marc Puntereri, all of whom the Court found to be qualified to give the opinions given by them, embraced all the facts relevant to the Plan and addressed all the prerequisites to confirmation imposed by Section 1129(a) of the Bankruptcy Code.

10. The Debtors properties have a greater value if the Plan is confirmed than if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code.

11. The Proponents and Marathon and Lincoln have agreed on the appropriate treatment to be provided to Lincoln under the provisions of Section 1129(b) of the

Bankruptcy Code, as set forth in Exhibit "C" hereto and the objection of Lincoln is thereby resolved.

12. Marathon and Oxford have agreed that the Oxford claim in Class 5F will be acquired by Marathon and pursuant to said agreement, Oxford has changed its vote in Class 5F to accept the Plan and the objections of Oxford are thereby resolved.

13. Confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors except such further reorganization and liquidation as is contemplated by the Plan. There is no successor to the Debtors under the Plan.

14. (a) The Plan and the solicitations with respect thereto complied with all applicable provisions of Title 11 of the United States Code;

(b) The Proponents have complied with all applicable provisions of Title 11 of the United States Code;

(c) The Plan has been proposed in good faith and not by any means forbidden by law;

(d) All payments to be made by the Debtors or any other parties provided in Section 1129(a)(4) of the Bankruptcy Code for services or for costs and expenses in or in connection with these cases either have been approved, or are subject to the approval, by this Court as reasonable;

(e) The Proponents have fully disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the Plan, as a director or officer of the Debtors and the appointment to, or continuation in, such office of such persons is consistent with the interests of Creditors and with public policy;

(f) The identity of any insiders that will be employed or retained by the Debtors and their compensation have been fully disclosed;

(g) No governmental regulatory commission has jurisdiction after Confirmation over any rates of the Debtors.

(h) Each holder of an impaired Claim or Investor Interest will receive or retain under the Plan on account such Claim or Investor Interest, property of a value that is not less than the amount each holder would receive if the Debtors were liquidated under Chapter 7 of Title 11 of the United States Code;

(i) Each impaired class other than Classes 5D and 10 has accepted the Plan;

(j) All allowed administrative and priority claims will be paid in cash under the Plan, except for those tax claims having priority pursuant to Section 507(a)(7) of the Bankruptcy Code which pursuant to the Plan will be paid in deferred cash

payments, over a period not exceeding six years from the date of assessment, with interest at the prime rate of SCN, giving such claims a present value equal to the allowed amount of such claims.

(k) The Plan does not discriminate unfairly among creditors or classes and the designation of Claims under the Plan is reasonable based upon the fact that each claim in any class of the Plan is substantially similar and is fair and equitable with respect to each class of claims or Investor Interests that is impaired under the Plan and did not accept the Plan.

15. All applicable provisions of Section 1129 of the Bankruptcy Code have been satisfied; it is, accordingly

ORDERED, ADJUDGED AND DECREED that the Plan is CONFIRMED; and it is further

ORDERED, ADJUDGED AND DECREED that any objections filed to Confirmation of the Plan which were not withdrawn are overruled; and it is further

ORDERED, ADJUDGED AND DECREED that the "Effective Date" of the Plan shall be the final day of Closing; and it is further

ORDERED, ADJUDGED AND DECREED that the Trustee is authorized and directed to make all payments required under the Plan, to implement liquidation of the Debtors pursuant to the Plan, including but not limited to the sales of Assets of the Debtors pursuant to Article XIV of the Plan, and to take any and all other actions, including but not limited to completion,

finalization, and execution of documents necessary to consummate the Plan; and it is further

ORDERED, ADJUDGED AND DECREED that the provisions of the Plan and this Order shall bind the Debtors, the Trustee and each and every Creditor and holder of an Investor Interest, whether or not the Claim or Investor Interest is impaired under the Plan and whether or not the holder of the Claim or Investor Interest has accepted the Plan; and it is further

ORDERED, ADJUDGED AND DECREED that the Sales Procedures contemplated by and set forth in the Plan have been duly noticed in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Sales Procedures, and prior orders of this Court and no objecting party having come forward with sustainable argument or credible evidence in support of any objections, the sales and transfers contemplated by the Plan are hereby approved; and it is further

ORDERED, ADJUDGED AND DECREED that as of the Effective Date all property of the Debtors sold pursuant to the Sales Procedures shall be free and clear of all claims and interests of creditors and equity security holders with any valid existing claims or interests being transferred to the proceeds thereof, except for the obligations that are imposed or continued in the Plan or this Order and all other properties of the Debtors will be sold or transferred free and clear of all liens, claims and encumbrances in accordance with the Plan or abandoned consistent with the provisions of Section 554 of the Bankruptcy Code; and it is further

ORDERED, ADJUDGED AND DECREED that all claims recoverable under Section 550 of the Bankruptcy Code, all claims against third parties on account of any indebtedness, and all other claims owed to or in favor of the Debtors to the extent not specifically settled pursuant to the Plan or an agreement referred to and incorporated therein, or an order of this Court, are preserved and retained for enforcement by the Trustee subsequent to the Effective Date; and it is further

ORDERED, ADJUDGED AND DECREED that, all individuals and entities holding claims in Classes 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, 6A, 6B, 6C, 6D, 6E, 6F, 6G, 6I, 6J and 7 of the Plan or otherwise who hold claims secured by property of the Debtor or liens against property of the Debtors are hereby directed to cooperate with the Trustee in implementing the terms of the Plan and in connection therewith to sign such documents as the Trustee reasonably requests to implement the terms of the Plan; and it is further

ORDERED, ADJUDGED AND DECREED that any judgment at any time obtained is void to the extent that the judgment is a determination of the liability of the Debtors, and the commencement or continuation of any action, the employment of process, or any act, to collect, recover, or offset of any such judgment is enjoined; and it is further

ORDERED, ADJUDGED AND DECREED that the following settlements entered into or proposed by the Trustee as disclosed and described in the Plan are approved and ratified with the party or parties as indicated:

(1) Marathon Settlement

(2) FSLIC Settlement

(3) Club Course Settlement

(4) Hewlette Settlement

(5) First Union Settlement

ORDERED, ADJUDGED AND DECREED that the claim of Clark Equipment Credit Corporation shall be classified in Class 7 of the Plan; and it is further

ORDERED, ADJUDGED AND DECREED that, based on the agreement of Marathon and Oxford, the motion of Oxford to change its vote from rejection to acceptance is allowed and Class 5F shall be deemed to have accepted the Plan; and it is further

ORDERED, ADJUDGED AND DECREED that, by the agreement of the Proponents and Marathon and Lincoln, the terms of financing and security set forth in the Summary of Agreement attached hereto as Exhibit "C" shall constitute "retention of the liens" and "deferred cash payments" in compliance with the provisions of Section 1129(b)(2)(A)(i)(I) and (II); provided, however, that any documents that must be executed and recorded to implement and evidence the Summary of Agreement attached hereto as Exhibit "C" shall not constitute a novation as to Lincoln's existing claim, security interests and the documents evidencing its claim and security interests, and shall not impact, change, or otherwise alter Lincoln's priority position in the collateral securing its claim, at all times material hereto Lincoln having a first priority security interest in the collateral securing its claim with its claim being allowed as set forth in the Summary of

Agreement and with Lincoln's Allowed Claim not be subject to any assessment pursuant to Section 506(c) of the Bankruptcy Code; and it is further

ORDERED, ADJUDGED AND DECREED that the Settlement Agreement with Jaffe, a copy of which is attached hereto as Exhibit "D" and made a part hereof by reference, is hereby approved in settlement of Jaffe's objections to confirmation; and it is further

ORDERED, ADJUDGED AND DECREED that in settlement of the objections of E. R. Ginn III and Ginn Corp., E. R. Ginn III shall have an Allowed Claim in Class 8B in the amount of $200,000, the proceeds of which shall be payable only to the creditors of E. R. Ginn III; all other claims of E. R. Ginn III and Ginn Corp. shall remain in Class 10; the Debtors shall dismiss with prejudice against E. R. Ginn III and Ginn Corp. and shall release E. R. Ginn III and Ginn Corp. from all claims known or unknown and E. R. Ginn III and Ginn Corp. shall release the Debtors and the Trustee from all claims except those provided in their proofs of claim which were allowed in Class 8B and those which remain in Class 10 as set forth above; and it is further

ORDERED, ADJUDGED AND DECREED that the settlement and agreement with Taylor as read into the record at the hearing on Confirmation and made a part hereof by reference, is hereby approved and ratified in settlement and resolution of Taylor's objections to Confirmation and in accordance therewith Taylor shall have, subject to the stipulated settlement, a $345,625 claim classified in Class 8B; and it is further

ORDERED, ADJUDGED AND DECREED that in settlement of the objection of Universe Trust, the $54,375 claim of Universe Trust shall be classified in Class 8B; and it is further

ORDERED, ADJUDGED AND DECREED that in settlement of objections raised at the Confirmation hearing to certain aspects of the conveyance of the assets of the Debtors under the Plan, the sale or transfer of assets of the Debtors pursuant to the Plan shall recognize the terms of the Stipulation attached hereto as Exhibit "E" and made a part hereof by reference; and it is further

ORDERED, ADJUDGED AND DECREED that the assumption by the Trustee of each contract or unexpired lease on the "List of Assumed Executory Contracts and Unexpired Leases (hereinafter the "List")" filed with this Court on October 9, 1987, and the rejection of all other executory contracts and unexpired leases is hereby approved; provided, however, that any of such contracts or leases contained in the List which are not sold or assigned by the Trustee as a part of an Asset Group pursuant to Article XIV of the Plan can be rejected by the Trustee on or before November 15, 1987 by filing a Notice of Rejection thereof with the Court and serving said notice on the other party to the executory contract. Claims arising from the rejection of such executory contracts or unexpired leases shall be filed on or before December 15, 1987, and served on counsel for the Proponents or shall be forever barred and discharged; and it is further

ORDERED, ADJUDGED AND DECREED that subsequent to the entry of this Order, the Court shall retain such jurisdiction relating to these cases as provided under Article XVII of the Plan including, without limitation,jurisdiction over all disputes arising out of the Plan and all causes of action that the Debtors own as of Confirmation; and it is further

ORDERED, ADJUDGED AND DECREED that any objection to the allowability of a Claim or Investor Interest shall be filed and served on or before December 31, 1987; and it is further

ORDERED, ADJUDGED AND DECREED that any amounts transmitted to creditors in Classes 8A, 8B, 9, 10 or 11 of the Plan that are returned to the Trustee as undeliverable along with any amounts transmitted to such creditors for which the payment checks are not cashed within 90 days of transmittal shall be retained by the Trustee in an interest bearing account for three hundred sixty-five (365) days after Confirmation and if the amounts are not rightfully claimed, at the end of the three hundred sixty-five day period, the Trustee shall treat those sums as a part of the Cash Fund for distribution to creditors other than those whose check(s) were returned to the Trustee or were not cashed timely; and it is further

ORDERED, ADJUDGED AND DECREED that the Sales Committee established pursuant to Article XIV and Exhibit "E" of the Plan shall continue to function pending further order of this Court; and it is further

ORDERED, ADJUDGED AND DECREED that the Notice of Confirmation, a copy of which is attached hereto as Exhibit "B",

shall be served by the Trustee on all creditors, holders of Investor Interests and parties in interest within ten days after entry hereof and shall be published in The Island Packet.

THE FOREGOING CONSTITUTE FINDINGS OF FACTS AND CONCLUSIONS OF LAW PURSUANT TO BANKRUPTCY RULE 7052.

IT IS SO ORDERED,

Entered this ____ day of October, 1987.

Sol Blatt, Jr.
United States District Judge

EXHIBIT B

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:	
GARDNER-MATTHEWS PLANTATION COMPANY,	86-03801
HILTON HEAD HOTEL COMPANY,	86-03803
VACATION RESORTS HOLDING, INC.,	86-03804
VACATION RESORTS, INC.,	86-03805
HILTON HEAD HOLDINGS CORPORATION,	86-03871
DEBTORS.	(Chapter 11)
JOHN F. CURRY, Trustee, Plaintiff, vs. BEAUFORT COUNTY TREASURER, ET AL., Defendants.	Adversary Proceeding Case No.: 87-0232

ORDER AUTHORIZING SALE OF THE DEBTORS' SEA PINES ASSETS

The Amended Complaint to Sell the Debtors' Sea Pines Assets Free and Clear of Liens, Encumbrances, and Other Interests (the "Complaint") came on for hearing before this Court on October 14, 1987. Upon this Court's determination from the testimony and evidence in the record before it that all persons claiming a lien, encumbrance, or other interest in the Debtors' Sea Pines Assets were served with the Complaint by mail or by publication in accordance with Rules 4(d) and 4(i) of the Federal Rules of Civil Procedure and Bankruptcy Rule 7004 and that proper notice of hearing on the Complaint was given to all creditors and parties in interest in accordance with Bankruptcy

Rules 6004 and 2002(a)(2), (c), and (i); and upon the only objections to the Complaint having been withdrawn and no other parties having objected to the sale of the Sea Pines Assets free and clear of all liens, claims, and encumbrances; and upon this Court's determination that the sale or transfer of the Sea Pines Assets free and clear of liens, encumbrances, or other interests is permitted pursuant to sections 363(b) and (f) of the Bankruptcy Code, 11 U.S.C. §§ 363(b) and (f), in that (1) applicable nonbankruptcy law permits the sale or transfer of the property free and clear, (2) parties claiming an interest in the property have consented to such sale or transfer, (3) the price at which the property is to be sold or transferred is greater than the aggregate value of all liens on the property, (4) the claimed interests in the property are in bona fide dispute, or (5) the parties claiming an interest in the property could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of their interest; and upon this Court's further determination that the sale of the Sea Pines Assets free and clear of liens, encumbrances, or other interests is in the best interest of the Debtors' estates;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the Trustee be, and he hereby is, authorized to sell or transfer the Sea Pines Assets free and clear of all liens, encumbrances, and other claims (including, but not limited to those as set forth on Exhibit "A" hereto), except for those certain Permitted Exceptions contemplated by the Sales Procedures, which Sales Procedures are attached as an exhibit to the Second Amended Joint Plan of Reorganization filed in these cases, in accordance with those Sales

Procedures and the FSLIC Settlement Agreement, as previously approved by this Court.

2. That all persons or entities who have failed to assert any lien, encumbrance, or other interest in the Sea Pines Assets, other than Permitted Exceptions, are forever barred from doing so.

3. That the Trustee be, and he hereby is, authorized to recover from the proceeds of sale the cost of conducting the sale or transfer of the Sea Pines Assets prior to the attachment, allocation, or disbursement of the proceeds of any other person or entity.

4. That all valid liens, encumbrances, and other interests, other than the Permitted Exceptions, be transferred to the proceeds of the sale of the Sea Pines Assets.

5. There is no just reason for delay, and this Order constitutes a final order and findings of fact and conclusions of law under Bankruptcy Rule 7054.

IT IS SO ORDERED.

#3

Sol Blatt, Jr.
United States District Judge

Dated this 26th day of October, 1987
Charleston, South Carolina

EXHIBIT A

1. Mortgage from Sea Pines Plantation Company to South Carolina National Bank in the amount of $3,000,000.00, dated February 6, 1987 and recorded in the Office of the R.M.C. for Beaufort County, South Carolina in Mortgage Book 390 at Page 474.

2. Mortgage from Sea Pines Plantation Company to Southern Floridabanc, S.A. in the amount of $13,100,000.00, dated February 13, 1984 and recorded in the Office of the R.M.C. for Beaufort County, South Carolina in Mortgage Book 339 at Page 845, and the Memorandum of Agreement between Southern Floridabanc, S.A. and Financial Federal Savings and Loan Association of Dade County recorded in said R.M.C. Office in Mortgage Book 339 at Page 880.

3. UCC-1 Financing Statement filed in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina as follows: #70513 - Sea Pines Plantation Company to Intercapital Savings Bank, assigned to Southern Floridabanc.

4. UCC-1 Financing Statement filed in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina as follows: #71084 - Sea Pines Plantation Company to Southern Floridabanc, S.A.

5. UCC-1 Financing Statement filed in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina as follows: #72012 - Sea Pines Plantation Company to Southern Bank & Trust Company.

6. Lis Pendens against Sea Pines Plantation Company, et al filed by Southern Floridabanc on September 10, 1986, and recorded in Cabinet #4, File #2685.

7. Lis Pendens against Sea Pines Plantation Company et al filed by Southern Floridabanc on September 10, 1986, and recorded in Cabinet #4, File #2707.

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8. Lis Pendens against Sea Pines Plantation Company filed by Sea Pines Public Service District in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Cabinet #5, File #2842, on September 10, 1986.

9. Mortgage to The Citizens and Southern National Bank of South Carolina from Sea Pines Plantation Company in the original amount of $850,000.00, dated April 6, 1983 and recorded in the Office of the R.M.C. for Beaufort County, South Carolina in Mortgage Book 284 at Page 234; said Mortgage extended in Mortgage Book 339 at Page 1114.

10. Mortgage from Cordillo Parkway Associates Limited Partnership to The Citizens and Southern National Bank of South Carolina by Sea Pines Plantation Company as General Partner in the original amount of $850,000.00 dated April 6, 1983 and recorded in the Office of the R.M.C. for Beaufort County, South Carolina in Mortgage Book 284 at Page 228; said Mortgage extended in Mortgage Book 314 at Page 749, then modified and extended in Mortgage Book 354 at Page 184.

11. Mortgage from Harbour Town Green Unit 1122 Associates, a South Carolina Limited Partnership to Service Corporation of South Carolina in the amount of $384,000.00, dated February 4, 1983, and recorded in the Office of the R.M.C. for Beaufort County, South Carolina in Mortgage Book 280 at Page 1093; said Mortgage assigned to First Federal Savings & Loan Association of Camden, S.C. in Mortgage Book 357 at Page 49 on January 13, 1986.

12. Lis Pendens against Sea Pines Plantation Company filed by First Federal Savings and Loan Association of Camden, South Carolina in said R.M.C. Office in Cabinet #4, File 2570 on July 17, 1986.

13. Mortgage from Amelia Beach Campgrounds Company to South Carolina National Bank in the amount of $3,000,000.00, dated February 6, 1987 and recorded in the Office of the R.M.C. for Beaufort County, South Carolina in Mortgage Book 390 at Page 499.

14. Judgment against Amelia Beach Campgrounds Company, Corp., filed by the South Carolina Tax Commission on September 12, 1986, at Judgment Roll #60623.

15. Mortgage from Sea Pines Plantation Company to First National Bank of South Carolina in the amount of $1,800,000.00, dated February 24, 1984 and recorded in the Office of the R.M.C. for Beaufort County, South Carolina, in Mortgage Book 307 at Page 309; said Mortgage amended on September 23, 1985, in Mortgage Book 347 at Page 299 and Modified on June 27, 1986 in Mortgage Book 369 at Page 698.

16. UCC-1 Financing Statements filed in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, as follows: #72415 - Sea Pines Plantation Company to Sea Pines Center.

17. Mechanics' Lien against Sea Pines Plantation Company filed by Archipelagos, Incorporated, in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Cabinet #3, Folder #1983, on May 30, 1986, and Lis Pendens filed in said Clerk's Office in Cabinet #4, File #2666, September 2, 1986.

#J

18. UCC-1 Financing Statements filed in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, as follows: #66104 - Sea Pines Plantation Company to Bankers Trust of South Carolina.

19. UCC-1 Financing Statements filed in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, as follows: #69387 - Sea Pines Plantation Company to Donald H. O'Quinn, Sr. and Arthur I. Jeffords.

20. Mortgage from William E. Whitshire, III to Ralph W. Ballantine in the amount of $100,000.00, dated August 20, 1973, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Mortgage Book 161 at Page 1376.

21. Mortgage from Sea Pines Plantation Company to The Bank of Beaufort in the amount of $250,000.00, dated December 6, 1982 and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Mortgage Book 275 at Page 1754; said Mortgage modified by

EXHIBIT A

Modification Agreement dated June 23, 1986, recorded in Mortgage Book 369 at Page 696.

22. Mortgage from Sea Pines Plantation Company to The Citizens and Southern National Bank of South Carolina in the amount of $400,000.00, dated June 15, 1984 and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Mortgage Book 315 at Page 1164; said Mortgage assigned to Charles E. Fraser by assignment dated January 31, 1986, recorded in Mortgage Book 358 at Page 1729; then re-assigned to The Citizens and Southern National Bank by Collateral Assignment dated January 31, 1986, recorded in Mortgage Book 358 at Page 1733.

23. Mortgage from Charles E. Fraser Associates, Inc. to Southern Floridabanc, S.A. in the amount of $3,300,000.00, dated April 16, 1985 and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Mortgage Book 335 at Page 933.

24. Mortgage from Charles E. Fraser Associates, Inc. to Sea Pines Plantation Company in the amount of $1,850,000.00, dated April 16, 1985 and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Mortgage Book 335 at Page 962, which mortgage may be subject to a claim by Rolyat Holdings Corp.

25. Judgment against Charles E. Fraser Associates, Inc. and Charles E. Fraser filed by Rolyat Holdings, Corp. and Sea Pines Plantation in Judgment Roll #64174.

26. Judgment against Charles E. Fraser Associates, Inc. filed by the South Carolina Tax Commission in said Register of Mesne Conveyance Office in Judgment Roll #64669.

27. Lis Pendens against Charles E. Fraser Associates, Inc., Charles E. Fraser and Sea Pines Plantation Company filed by Southern Floridabanc, S.A. in said Register of Mesne Conveyance Office in Cabinet #4, File #2697.

28. UCC-1 Financing Statement filed in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina as follows: #70802 - Charles E. Fraser Associates, Inc. to Southern Floridabanc, S.A.

#6

EXHIBIT A

29. Order Approving Settlement of Claim of Minor in the amount of $3,800.00 in case styled Jack S. Davis, Petitioner in re: Kimberly M. Davis vs. Sea Pines Plantation Company (Beaufort Court of Common Pleas) dated July 24, 1977, filed in Judgment Roll #28031, Beaufort County Records.

30. Order for Settlement in the amount of $11,000.00 in case styled William L. O'Quinn, Jr., a minor by his guardian William L. O'Quinn vs. Sea Pines Plantation Company (Beaufort County Court of Common Pleas) dated February 10, 1978, filed February 15, 1978 in Judgment Roll #29620, Beaufort County Records.

31. Final Judgment Approving Settlement in case styled Association of Sea Pines Plantation Property Owners, Inc. and Edward Jr. Kusel vs. Sea Pines Plantation Company (Beaufort County Court of Common Pleas - Case No. 82-CP-07-43) dated February 22, 1984, filed February 23, 1984 in Judgment Roll #47428, Beaufort County Records.

32. Order of Default Judgment in case styled Peterson Outdoor Advertising Corporation of South Carolina vs. Sea Pines Plantation Company (Beaufort County Court of Common Pleas - Case No. 86-CP-07-152) dated March 12, 1986, filed March 14, 1986 in Judgment Roll #58193, Beaufort County Records.

33. Confession of Judgment in the amount of $15,018.51 in case styled Colonial Oil Industries vs. Sea Pines Plantation Company (Beaufort County Court of Common Pleas - Case No. 86-CP-07-561) dated September 15, 1986, filed September 16, 1986 in Judgment Roll #60918, Beaufort County Records.

#7

34. Order in the amount of $242,761.52 plus interest in case styled Rabun & Partners, Inc. vs. Sea Pines Company, Sea Pines Plantation Company, Universetrust, Inc. and Earl D Hewlette, Jr. (Beaufort County Court of Common Pleas, Case No. 86-CP-07-1232) dated October 9, 1986, filed October 10, 1986, in Judgment Roll #61231, Beaufort County Records. (Reference is also made to Lis Pendens filed in Cabinet 4, Folder 2598 and Mechanics' Lien filed in Cabinet 3, Folder 1835, and Rule 40(c)(3) orders filed in Judgment Roll #62996 and Judgment Roll #61231, Beaufort County Records.)

35. Order of Judgment in the amount of $45,909.21 in the case styled Sue Wade & Associates, Inc. vs. Sea Pines Plantation Company, Universetrust, Inc. and Earl D. Hewlette, Jr. (Beaufort County Court of Common Pleas - Case No. 86-CP-07-1111) dated October 9, 1986, filed October 10, 1986 in Judgment Roll #61232, Beaufort County Records. (Reference is also made to Mechanics' Lien filed in Cabinet 3, Folder 1847, Lis Pendens filed in Cabinet 4, Folder 2556, and Rule 40(c)(3) Order filed in Judgment Roll #62985, Beaufort County Records.)

EXHIBIT A

36. Settlement of case styled Furtado Corp., et al. vs. Sea Pines Company (South Carolina Circuit Court 14th Judicial Circuit - Case No. 86-CP-07-755) dated October 13, 1986, filed November 11, 1986, in Judgment Roll #61254, Beaufort County Records.

37. Accommodations Tax Lien filed by South Carolina Tax Commission against Sea Pines Plantation, dated November 5, 1986, filed November 6, 1986 in Judgment Roll #61815, Beaufort County Records.

38. Admission Tax Lien in the amount of $9,253.60 by South Carolina Tax Commission against Sea Pines Plantation Co., dated November 5, 1986, filed November 6, 1986 in Judgment Roll #61816, Beaufort County Records.

39. Admission Tax Lien in the amount of $9,306.75 by South Carolina Tax Commission against Sea Pines Plantation Co., dated November 5, 1986, filed November 6, 1986, in Judgment Roll #61817, Beaufort County Records.

40. Admission Tax Lien in the amount of $13,300.17 by South Carolina Tax Commission against Sea Pines Plantation Co., dated November 5, 1986, filed November 6, 1986, in Judgment Roll #61818, Beaufort County Records.

41. Admission Tax Lien in the amount of $15,257.14 by South Carolina Tax Commission against Sea Pines Plantation Co., dated November 5, 1986, filed November 6, 1986 in Judgment Roll #61819, Beaufort County Records.

42. Admission Tax Lien in the amount of $10,502.00 by South Carolina Tax Commission against Sea Pines Plantation Co., dated November 5, 1986, filed November 6, 1986, in Judgment Roll #61820, Beaufort County Records.

43. Accommodations Tax Lien in the amount of $592,997.49 by South Carolina Tax Commission against Sea Pines Plantation Company dated November 5, 1986, filed November 6, 1986 in Judgment Roll #61821, Beaufort County Records.

44. Sales Tax Lien in the amount of $287,957.53 by South Carolina Tax Commission against Sea Pines Plantation Company dated November 5, 1986, filed November 6, 1986 in Judgment Roll #61822, Beaufort County Records.

45. Sales Tax Lien in the amount of $29,328.50 by South Carolina Tax Commission against Sea Pines Plantation Company dated November 5, 1986, filed November 6, 1986 in Judgment Roll #61823, Beaufort County Records.

46. Accommodations Tax Lien in the amount of $33,869.04 by South Carolina Tax Commission against Sea Pines Plantation Company, dated November 5, 1986, filed November 6, 1986 in Judgment Roll #61824, Beaufort County Records.

47. Sales Tax Lien in the amount of $2,980.33 by South Carolina Tax Commission against Sea Pines Plantation, Inc. dated November 5, 1986, filed November 6, 1986 in Judgment Roll #61825, Beaufort County Records.

48. Default Judgment in the amount of $22,832.77 plus costs by the case styled National Advertising Company vs. Sea Pines Plantation Company (South Carolina Circuit Court, 14th Judicial Circuit - Case No. 86-CP-07-1449) dated October 27, 1986, filed November 6, 1986 in Judgment Roll #61837, Beaufort County Records.

49. Order in case styled Merrill H. Archard & Bette L. Archard vs. Sea Pines Plantation Company (Beaufort County Court of Common Pleas - Case No. 86-CP-07-1250) in Judgment Roll #62390. (Court advised case settled, but no terms of settlement were filed.)

50. Order in case styled Southern Mill Creek Products vs. Sea Pines Plantation Company (Beaufort County Court of Common Pleas, Case No. 86-CP-07-267) dated July 18, 1986 in Judgment Roll #60061, Beaufort County Records. (Court advised case settled, but terms of settlement have not been filed.)

51. Order in case styled Earl D. Hewlette, Jr. vs. Sea Pines Plantation Company, dated January 12, 1987 in Judgment Roll #63093, Beaufort County Records. (Judgement Roll not in file - case sent to Bankruptcy Court.)

52. Order in case styled Archipelagos Inc. vs. Sea Pines Plantation Company, et al. (S.C. Circuit Court, 14th Judicial Circuit - Case No. 86-CP-07-1442) filed May 14, 1987 in Judgment Roll #65056, Beaufort County Records. (Court advised party in Bankruptcy pursuant to Rule 40(c)(3), SCRCP. Reference is also made to Mechanics' Lien filed in Cabinet 3, Folder 1983 and Lis Pendens filed in Cabinet 4, Folder 2666, Beaufort County Records.)

53. All Beaufort County taxes for the years 1985 and 1986, including penalties and interest.

#89

EXHIBIT C

~~EXHIBIT "A"~~

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

FILED
at ___ O'clock & ___ min
OCT 22 1987
GEORGE B. CAUTHEN, CLERK
United States Bankruptcy Court
Columbia, South Carolina

IN RE:		
GARDNER MATTHEWS PLANTATION COMPANY,	CASE NO. 86-03801	
HILTON HEAD HOTEL COMPANY,	CASE NO. 86-03803	
VACATION RESORTS HOLDING, INC.,	CASE NO. 86-03804	443
VACATION RESORTS, INC.,	CASE NO. 86-03805	
HILTON HEAD HOLDINGS CORPORATION	CASE NO. 86-03871	
Debtors.	CHAPTER 11	
	JUDGE SOL BLATT	

ORDER

IT APPEARING that bids submitted in accordance with the Sales Procedures as incorporated into the Second Amended Joint Plan of Reorganization confirmed by this Court on October 14, 1987, were received from Fogelman Properties, Inc. on the property commonly known as Harbour House A, and received from Sea Pines Associates on the property contained in the Sea Pines Sales Package, that the bids received conform fully to the Sales Procedures, that the aforementioned bids were the only bids submitted, that any further bidding is precluded in accordance with the Sales Procedure and that there will be no auction on October 22, 1987, it is accordingly

#1

ORDERED, ADJUDGED AND DECREED that the bids of Fogelman Properties, Inc. and Sea Pines Associates are herewith accepted and Fogelman Properties, Inc. and Sea Pines Associates shall comply fully and forthwith with all of the provisions of the Sales Procedures.

Hilton Head Island, S.C.
DATED: October 22, 1987.

Sol Blatt, Jr.
United States District Judge

Shp
1 subject to a supplemental Order to be issued regarding the Sea Pines purchase

1-11-1593

EXHIBIT D

STATE OF SOUTH CAROLINA
SECRETARY OF STATE
ARTICLES OF AMENDMENT

John T. Campbell
FILED
NOV 0 1 1987
AM PM

To The Articles of Incorporation of

SEA PINES PLANTATION COMPANY

4 - 444

For Use By The Secretary of State
File No.....
Fee Paid.....
C.B.....
Date.....

This Space For Use By Secretary of State

(File This Form in Duplicate)

Date NOV 01 1987

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

John T. Campbell

SECRETARY OF STATE OF SOUTH CAROLINA

Pursuant to Authority of Section 33-15-10 the South Carolina Code of 1976 as amended, the undersigned Corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the Corporation is....Sea Pines Plantation Company.....

2. The Registered Office of the Corporation is..Hwy. 278, Wexford Plantation Entrance..... (Street and No.)
in the City of..Hilton Head Island....., County of....Beaufort.....and
the State of South Carolina and the name of the Registered Agent at such address is..John. F. .Curry, Trustee
.....

(Complete item 3 of 4 whichever is relevant)

3. a. The following Amendment of the Articles of Incorporation was adopted by the shareholders of the Corporation on....October 29, 1987.....

(Text of Amendment)

See Exhibit "A" attached hereto.

b. At the date of adoption of the Amendment, the total number of all outstanding shares of the Corporation was...141,500..... The total of such shares entitled to vote, and the vote of such shares was:

Total Number of Shares Entitled to vote	Number of Shares Voted For	Against
141,500	141,500	-0-

The R. L. Bryan Company

c. At the date of adoption of the Amendment, the number of outstanding shares of each class entitled to vote as a class on the Amendment, and the vote of such shares, was: (if inapplicable, insert "none")

Class	Number of Shares Entitled to Vote	Number of Shares Voted For	Number of Shares Voted Against
Common	4,000	4,000	-0-
Preferred	137,500	137,500	-0-

4. a. Prior to the organizational meeting the Corporation and with the consent of the subscribers, the following Amendment was adopted by the Incorporator(s) on.....

(Text of Amendment)

b. The number of withdrawals of subscribers, if such be the case is.....

c. The number of Incorporators are.....and the number voting for the Amendment was .....and the number voting against the Amendment was.....

5. The manner, if not set forth in the Amendment, in which any exchange, reclassification, or cancellation or issued shares provided for in the Amendment shall be effected, is as follows: (if not applicable, insert "no change")

No change.

6. The manner in which the Amendment effects a change in the amount of stated capital, and amount of stated capital, expressed in dollars, as changed by the Amendment, is as follows: (if not applicable, insert "no change")

No change.

Date 10/30/87 Sea Pines Plantation Company
(Name of Corporation)

John F. Curry
John F. Curry, Trustee in Bankruptcy for Sea Pines Plantation Company and Hilton Head Holdings Corporation
(Name and title)

Note: Any person signing this form, shall either opposite or beneath his signature, clearly and legibly state his name and the capacity in which he signs. Must be signed in accordance with Section 33-1-40 of the 1976 Code, as amended.

(Name and title)

(Name and title)

(Name and title)

STATE OF South Carolina
COUNTY OF Beaufort } SS:

The undersigned John F. Curry, Trustee, ~~xxxx~~ does hereby certify that ~~xxxxx~~ he is the duly ~~xxxxxxxxx~~ appointed Trustee in Bankruptcy for said Sea Pines Plantation Company and Hilton Head Holdings Corporation respectively, ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ and is authorized to execute this document; that each of the undersigned for himself does hereby further certify that he signed and was so authorized, has read the foregoing document, understands the meaning and purport of the statements therein contained and the same are true to the best of his information and belief.

Dated at Hilton Head Island, SC this 30th day of October, 1987.

John F. Curry
John F. Curry, Trustee in Bankruptcy for Sea Pines Plantation Company and Hilton Head Holdings Corporation

SCHEDULE OF FEES
(Payable at time of filing application with Secretary of State)

Filing Fee	$ 5.00
Taxes	40.00
Total Fee	$45.00

Note: If The Amendment effects an increase in capital stock, in lieu of the above, the filing fees will be as follows:

Fee for filing application	$ 5.00
In addition to the above, $.40 for each $1,000.00 of the total increase in the aggregate value of authorized shares, but in no case less than	40.00
nor more than	1,000.00

EXHIBIT "A"

WHEREAS, on October 22, 1987, United States District Judge Sol Blatt, Jr. (District of South Carolina), signed an Order in that certain Adversary Proceeding entitled John F. Curry, Trustee, Plaintiff, vs. Beaufort County Treasurer, et al., Defendants (Case No. 87-0232), arising out of the Chapter 11 bankruptcy proceedings of Gardner-Matthews Plantation Company (Case No. 86-03801), Hilton Head Hotel Company (Case No. 86-03803), Vacation Resorts Holding, Inc. (Case No. 86-03804), Vacation Resorts, Inc. (Case No. 86-03805) and Hilton Head Holdings Corporation (Case No. 86-03871), Debtors, authorizing the sale of certain of Debtors' Sea Pines Assets free and clear of liens, encumbrances and other interests, a copy of said Order being attached hereto and marked Exhibit "A"; and

WHEREAS, on October 26, 1987, United States District Court Judge Sol Blatt, Jr. (District of South Carolina), signed a supplemental Order in the above described Adversary Proceedings which more clearly defined and itemized certain liens, encumbrances and other interests that the Sea Pines Assets would be sold free and clear of, a copy of said supplemental Order being attached hereto as Exhibit "B"; and

WHEREAS, on October 22, 1987, John F. Curry, Trustee in Bankruptcy for Hilton Head Holdings Corporation and Sea Pines Plantation Company (as Seller), and Sea Pines Associates, Inc. (as Buyer), did enter into an Asset Purchase Agreement for certain real, personal and intangible property; a Stock Purchase Agreement for all of the issued and outstanding capital stock of the Sea Pines Real Estate Companies, Inc., and HHC Realty Company, a Delaware corporation; a

Stock Purchase Agreement for all of the issued and outstanding shares of Sea Pines Investments, Inc.; and a Stock Purchase Agreement for all of the issued and outstanding shares of the Fifth Golf Course Club, Inc., a Delaware corporation, and fifty percent of the issued and outstanding shares of Sea Pines Forest Reserve Conservation Association, Inc., a Delaware corporation (hereinafter collectively referred to as the "Sales Agreements"); and

WHEREAS, pursuant to the terms of the aforesaid Sales Agreements, Seller desires to amend the Articles of Incorporation of Sea Pines Plantation Company to change its corporate name to Hilton Head Liquidation Corp. in order to allow Buyer, Sea Pines Associates, Inc., or its designee, to form a new South Carolina corporation under the name of Sea Pines Plantation Company, Inc., to take title to certain of the assets being conveyed pursuant to the Sales Agreements.

NOW, THEREFORE, BE IT RESOLVED, that John F. Curry, Trustee in Bankruptcy for Sea Pines Plantation Company, Sea Pines Company and Hilton Head Holdings Corporation, as and for the shareholders of each Corporation, hereby authorizes the execution of the Sales Agreements set forth above, all documents contemplated thereby and all documents reasonably necessary to consummate the sales and purchases described therein, and the filing of such resolutions and documents with the applicable governmental agencies of the State of South Carolina as may be required to:

1. Consent to the issuance of a corporate name certificate to Sea Pines Associates, Inc., or its designee, for the corporate names: Sea Pines Plantation Company, Inc., Sea Pines Company and such other corporate names which may have been reserved by or on behalf of Sea Pines Plantation Company, Sea Pines Company, or Hilton Head Holdings Corporation for use in connection with the operation and/or ownership of any of the properties as defined and described in the Sales Agreements; and

2. Change the corporate name of Sea Pines Plantation Company to Hilton Head Liquidation Corp.

AND FURTHER BE IT RESOLVED, that the Articles of Amendment of Sea Pines Plantation Company, including this resolution, be recorded in the records of the Office of the Clerk of Court, Beaufort County, South Carolina, to constitute record notice of the change of corporate name of Sea Pines Plantation Company, so as to allow Buyer to incorporate a new South Carolina corporation under the name of Sea Pines Plantation Company, Inc. to buy and take title to certain of the assets described in the aforementioned Sales Agreements.

PINE:RESOLUTION:10-29-87:mjb
(8th Draft)

450

EXHIBIT "A"
UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

FILED
at ___ O'clock & ...
OCT 22 1987
GEORGE B. CAUTHEN
United States Bankruptcy
Columbia, South Car

IN RE:	)	
GARDNER MATTHEWS PLANTATION COMPANY,	)	CASE NO. 86-03801
HILTON HEAD HOTEL COMPANY,	)	CASE NO. 86-03803
VACATION RESORTS HOLDING, INC.,	)	CASE NO. 86-03804
VACATION RESORTS, INC.,	)	CASE NO. 86-03805
HILTON HEAD HOLDINGS CORPORATION	)	CASE NO. 86-03871
Debtors.	)	CHAPTER 11
	)	JUDGE SOL BLATT

ORDER

IT APPEARING that bids submitted in accordance with the Sales Procedures as incorporated into the Second Amended Joint Plan of Reorganization confirmed by this Court on October 14, 1987, were received from Fogelman Properties, Inc. on the property commonly known as Harbour House A, and received from Sea Pines Associates on the property contained in the Sea Pines Sales Package, that the bids received conform fully to the Sales Procedures, that the aforementioned bids were the only bids submitted, that any further bidding is precluded in accordance with the Sales Procedure and that there will be no auction on October 22, 1987, it is accordingly

#1

ORDERED, ADJUDGED AND DECREED that the bids of Fogelman Properties, Inc. and Sea Pines Associates are herewith accepted and Fogelman Properties, Inc. and Sea Pines Associates shall comply fully and forthwith with all of the provisions of the Sales Procedures.

Hilton Head Island, S.C.
DATED: October 22, 1987.

Sol Blatt, Jr.
United States District Judge

SB
subject to a supplemental Order

EXHIBIT "B"

- 451

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:	
GARDNER-MATTHEWS PLANTATION COMPANY,	86-03801
HILTON HEAD HOTEL COMPANY,	86-03803
VACATION RESORTS HOLDING, INC.,	86-03804
VACATION RESORTS, INC.,	86-03805
HILTON HEAD HOLDINGS CORPORATION,	86-03871
DEBTORS.	(Chapter 11)
JOHN F. CURRY, Trustee, Plaintiff, vs. BEAUFORT COUNTY TREASURER, ET AL., Defendants.	Adversary Proceeding Case No.: 87-0232

#1

ORDER AUTHORIZING SALE OF THE DEBTORS' SEA PINES ASSETS

The Amended Complaint to Sell the Debtors' Sea Pines Assets Free and Clear of Liens, Encumbrances, and Other Interests (the "Complaint") came on for hearing before this Court on October 14, 1987. Upon this Court's determination from the testimony and evidence in the record before it that all persons claiming a lien, encumbrance, or other interest in the Debtors' Sea Pines Assets were served with the Complaint by mail or by publication in accordance with Rules 4(d) and 4(i) of the Federal Rules of Civil Procedure and Bankruptcy Rule 7004 and that proper notice of hearing on the Complaint was given to all creditors and parties in interest in accordance with Bankruptcy

Rules 6004 and 2002(a)(2), (c), and (i); and upon the only objections to the Complaint having been withdrawn and no other parties having objected to the sale of the Sea Pines Assets free and clear of all liens, claims, and encumbrances; and upon this Court's determination that the sale or transfer of the Sea Pines Assets free and clear of liens, encumbrances, or other interests is permitted pursuant to sections 363(b) and (f) of the Bankruptcy Code, 11 U.S.C. §§ 363(b) and (f), in that (1) applicable nonbankruptcy law permits the sale or transfer of the property free and clear, (2) parties claiming an interest in the property have consented to such sale or transfer, (3) the price at which the property is to be sold or transferred is greater than the aggregate value of all liens on the property, (4) the claimed interests in the property are in bona fide dispute, or (5) the parties claiming an interest in the property could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of their interest; and upon this Court's further determination that the sale of the Sea Pines Assets free and clear of liens, encumbrances, or other interests is in the best interest of the Debtors' estates;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the Trustee be, and he hereby is, authorized to sell or transfer the Sea Pines Assets free and clear of all liens, encumbrances, and other claims (including, but not limited to those as set forth on Exhibit "A" hereto); except for those certain Permitted Exceptions contemplated by the Sales Procedures, which Sales Procedures are attached as an exhibit to the Second Amended Joint Plan of Reorganization filed in these cases, in accordance with those Sales

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

Procedures and the FSLIC Settlement Agreement, as previously approved by this Court.

2. That all persons or entities who have failed to assert any lien, encumbrance, or other interest in the Sea Pines Assets, other than Permitted Exceptions, are forever barred from doing so.

3. That the Trustee be, and he hereby is, authorized to recover from the proceeds of sale the cost of conducting the sale or transfer of the Sea Pines Assets prior to the attachment, allocation, or disbursement of the proceeds of any other person or entity.

4. That all valid liens, encumbrances, and other interests, other than the Permitted Exceptions, be transferred to the proceeds of the sale of the Sea Pines Assets.

5. There is no just reason for delay, and this Order constitutes a final order and findings of fact and conclusions of law under Bankruptcy Rule 7054.

IT IS SO ORDERED.

#3

Joe Blatt, Jr.
United States District Judge

Dated this 26th day of October, 1987, Charleston, South Carolina

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

EXHIBIT A

1. Mortgage from Sea Pines Plantation Company to South Carolina National Bank in the amount of $2,000,000.00, dated February 6, 1987 and recorded in the Office of the R.M.C. for Beaufort County, South Carolina in Mortgage Book 390 at Page 474.

2. Mortgage from Sea Pines Plantation Company to Southern Floridabanc S.A. in the amount of $13,100,000.00, dated February 12, 1984 and recorded in the Office of the R.M.C. for Beaufort County, South Carolina in Mortgage Book 339 at Page 845, and the Memorandum of Agreement between Southern Floridabanc, S.A. and Financial Federal Savings and Loan Association of Dade County recorded in said R.M.C. Office in Mortgage Book 339 at Page 880.

3. UCC-1 Financing Statement filed in the Office of the Register of Mesn Conveyance for Beaufort County, South Carolina as follows: #70513 - Sea Pines Plantation Company to Intercapital Savings Bank, assigned to Southern Floridabanc.

4. UCC-1 Financing Statement filed in the Office of the Register of Mesn Conveyance for Beaufort County, South Carolina as follows: #71084 - Sea Pines Plantation Company to Southern Floridabanc, S.A.

5. UCC-1 Financing Statement filed in the Office of the Register of Mesn Conveyance for Beaufort County, South Carolina as follows: #72012 - Sea Pines Plantation Company to Southern Bank & Trust Company.

6. Lis Pendens against Sea Pines Plantation Company, et al filed by Southern Floridabanc on September 10, 1986, and recorded in Cabinet #4 File #2685.

7. Lis Pendens against Sea Pines Plantation Company et al filed by Southern Floridabanc on September 10, 1986, and recorded in Cabinet #4 File #2707.

#4

8. Lis Pendens against Sea Pines Plantation Company filed by Sea Pines Public Service District in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Cabinet #5, File #2842, on September 10, 1986.

9. Mortgage to The Citizens and Southern National Bank of South Carolina from Sea Pines Plantation Company in the original amount of $850,000.00 dated April 6, 1983 and recorded in the Office of the R.M.C. for Beaufort County, South Carolina in Mortgage Book 284 at Page 234; said Mortgage extended in Mortgage Book 339 at Page 1114.

10. Mortgage from Cordillo Parkway Associates Limited Partnership to The Citizens and Southern National Bank of South Carolina by Sea Pines Plantation Company as General Partner in the original amount of $850,000.00 dated April 6, 1983 and recorded in the Office of the R.M.C. for Beaufort County, South Carolina in Mortgage Book 284 at Page 228; said Mortgage extended in Mortgage Book 314 at Page 749, then modified and extended in Mortgage Book 354 at Page 184.

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

EXHIBIT A

11. Mortgage from Harbour Town Green Unit [illegible] Associates, a [illegible] Carolina Limited Partnership to Service Corporation of South Carolina the amount of $384,000.00, dated February 1, 1983, and recorded in t Office of the R.M.C. for Beaufort County, South Carolina in Mortgage Bo 280 at Page 1093; said Mortgage assigned to First Federal Savings & Loa Association of Camden, S.C. in Mortgage Book 357 at Page 49 on January 13, 1986.

12. Lis Pendens against Sea Pines Plantation Company filed by First Federal Savings and Loan Association of Camden, South Carolina in saic R.M.C. Office in Cabinet #4, File 2570 on July 17, 1986.

13. Mortgage from Amelia Beach Campgrounds Company to South Carolina National Bank in the amount of $3,000,000.00, dated February 6, 1987 and recorded in the Office of the R.M.C. for Beaufort County, South Carolina in Mortgage Book 390 at Page 499.

14. Judgment against Amelia Beach Campgrounds Company, Corp., filed by the South Carolina Tax Commission on September 12, 1986, at Judgment Rol #60623.

15. Mortgage from Sea Pines Plantation Company to First National Bank of South Carolina in the amount of $1,800,000.00, dated February 24, 1984 and recorded in the Office of the R.M.C. for Beaufort County, South Carolina, in Mortgage Book 307 at Page 309; said Mortgage amended on September 23, 1985, in Mortgage Book 347 at Page 299 and Modified on June 27, 1986 in Mortgage Book 369 at Page 698.

16. UCC-1 Financing Statements filed in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, as follows: #72415 - Sea Pines Plantation Company to Sea Pines Center.

17. Mechanics' Lien against Sea Pines Plantation Company filed by Archipelagos, Incorporated, in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Cabinet #3, Folder #1983, on May 30, 1986, and Lis Pendens filed in said Clerk's Office in Cabinet #4, File #2666, September 2, 1986.

#3

18. UCC-1 Financing Statements filed in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, as follows: #66104 - Sea Pines Plantation Company to Bankers Trust of South Carolina.

19. UCC-1 Financing Statements filed in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, as follows: #69387 - Sea Pines Plantation Company to Donald H. O'Quinn, Sr. and Arthur I Jeffords.

20. Mortgage from William E. Whitshire, III to Ralph W. Ballantine in the amount of $100,000.00, dated August 20, 1973, and recorded in the Office o the Register of Mesne Conveyance for Beaufort County, South Carolina i Mortgage Book 161 at Page 1376.

21. Mortgage from Sea Pines Plantation Company to The Bank of Beaufort i the amount of $250,000.00, dated December 6, 1982 and recorded in th Office of the Register of Mesne Conveyance for Beaufort County, Sout Carolina in Mortgage Book 275 at Page 1754; said Mortgage modified b

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

EXHIBIT A

Modification Agreement dated June 23, 1986, recorded in Mortgage Book 3[illegible] at Page 696.

22. Mortgage from Sea Pines Plantation Company to The Citizens and Southern National Bank of South Carolina in the amount of $400,000.00, dated June 15, 1984 and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Mortgage Book 315 at Page 1164; said Mortgage assigned to Charles E. Fraser by assignment dated January 31, 1986, recorded in Mortgage Book 358 at Page 1729; then re-assigned to The Citizens and Southern National Bank by Collateral Assignment dated January 31, 1986, recorded in Mortgage Book 358 at Page 1733.

23. Mortgage from Charles E. Fraser Associates, Inc. to Southern Floridabanc, S.A. in the amount of $3,300,000.00, dated April 16, 1985 and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Mortgage Book 335 at Page 933.

24. Mortgage from Charles E. Fraser Associates, Inc. to Sea Pines Plantation Company in the amount of $1,850,000.00, dated April 16, 1985 and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Mortgage Book 335 at Page 962, which mortgage may be subject to a claim by Rolyat Holdings Corp.

25. Judgment against Charles E. Fraser Associates, Inc. and Charles E. Fraser filed by Rolyat Holdings, Corp. and Sea Pines Plantation in Judgment Roll #64174.

26. Judgment against Charles E. Fraser Associates, Inc. filed by the South Carolina Tax Commission in said Register of Mesne Conveyance Office in Judgment Roll #64669.

27. Lis Pendens against Charles E. Fraser Associates, Inc., Charles E. Fraser and Sea Pines Plantation Company filed by Southern Floridabanc, S.A. in said Register of Mesne Conveyance Office in Cabinet #4, File #2697.

28. UCC-1 Financing Statement filed in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina as follows: #70802 - Charles E. Fraser Associates, Inc. to Southern Floridabanc, S.A.

#6

29. Order Approving Settlement of Claim of Minor in the amount of $3,800.00 in case styled Jack S. Davis, Petitioner in re: Kimberly M. Davis vs. Sea Pines Plantation Company (Beaufort Court of Common Pleas) dated July 24, 1977, filed in Judgment Roll #28031, Beaufort County Records.

30. Order for Settlement in the amount of $11,000.00 in case styled William L. O'Quinn, Jr., a minor by his guardian William L. O'Quinn vs. Sea Pines Plantation Company (Beaufort County Court of Common Pleas) dated February 10, 1978, filed February 15, 1978 in Judgment Roll #29620, Beaufort County Records.

31. Final Judgment Approving Settlement in case styled Association of Sea Pines Plantation Property Owners, Inc. and Edward Jr. Kusel vs. Sea Pines Plantation Company (Beaufort County Court of Common Pleas - Case No. 82-CP-07-43) dated February 22, 1984, filed February 23, 1984 in Judgment Roll #47428, Beaufort County Records.

32. Order of Default Judgment in case styled Peterson Outdoor Advertising Corporation of South Carolina .vs. Sea Pines Plantation Company (Beaufort County Court of Common Pleas - Case No. 86-CP-07-152) dated March 12, 1986, filed March 14, 1986 in Judgment Roll #58193, Beaufort County Records.

33. Confession of Judgment in the amount of $15,018.51 in case styled Colonial Oil Industries vs. Sea Pines Plantation Company (Beaufort County Court of Common Pleas - Case No. 86-CP-07-561) dated September 15, 1986, filed September 16, 1986 in Judgment Roll #60918, Beaufort County Records.

34. Order in the amount of $242,761.52 plus interest in case styled Rabun & Partners, Inc. vs. Sea Pines Company, Sea Pines Plantation Company, Universetrust, Inc. and Earl D Hewlette, Jr. (Beaufort County Court of Common Pleas, Case No. 86-CP-07-1232) dated October 9, 1986, filed October 10, 1986, in Judgment Roll #61231, Beaufort County Records. (Reference is also made to Lis Pendens filed in Cabinet 4, Folder 2598 and Mechanics' Lien filed in Cabinet 3, Folder 1835, and Rule 40(c)(3) orders filed in Judgment Roll #62996 and Judgment Roll #61231, Beaufort County Records.)

#7

35. Order of Judgment in the amount of $45,909.21 in the case styled Sue Wade & Associates, Inc. vs. Sea Pines Plantation Company, Universetrust, Inc. and Earl D. Hewlette, Jr. (Beaufort County Court of Common Pleas - Case No. 86-CP-07-1111) dated October 9, 1986, filed October 10, 1986 in Judgment Roll #61232, Beaufort County Records. (Reference is also made to Mechanics' Lien filed in Cabinet 3, Folder 1847, Lis Pendens filed in Cabinet 4, Folder 2556, and Rule 40(c)(3) Order filed in Judgment Roll #62985, Beaufort County Records.)

EXHIBIT A

36. Settlement of case styled Furtado Corp., et al. vs. Sea Pines Company (South Carolina Circuit Court 14th Judicial Circuit - Case No. 86-CP-07-755) dated October 13, 1986, filed November 11, 1986, in Judgment Roll #61254, Beaufort County Records.

37. Accommodations Tax Lien filed by South Carolina Tax Commission against Sea Pines Plantation, dated November 5, 1986, filed November 6, 1986 in Judgment Roll #61815, Beaufort County Records.

38. Admission Tax Lien in the amount of $9,253.60 by South Carolina Tax Commission against Sea Pines Plantation Co., dated November 5, 1986, filed November 6, 1986 in Judgment Roll #61816, Beaufort County Records.

39. Admission Tax Lien in the amount of $9,306.75 by South Carolina Tax Commission against Sea Pines Plantation Co., dated November 5, 1986, filed November 6, 1986, in Judgment Roll #61817, Beaufort County Records.

40. Admission Tax Lien in the amount of $13,300.17 by South Carolina Tax Commission against Sea Pines Plantation Co., dated November 5, 1986, filed November 6, 1986, in Judgment Roll #61818, Beaufort County Records.

41. Admission Tax Lien in the amount of $15,257.14 by South Carolina Tax Commission against Sea Pines Plantation Co., dated November 5, 1986, filed November 6, 1986 in Judgment Roll #61819, Beaufort County Records.

42. Admission Tax Lien in the amount of $10,502.00 by South Carolina Tax Commission against Sea Pines Plantation Co., dated November 5, 1986, filed November 6, 1986, in Judgment Roll #61820, Beaufort County Records.

43. Accommodations Tax Lien in the amount of $592,997.49 by South Carolina Tax Commission against Sea Pines Plantation Company dated November 5, 1986, filed November 6, 1986 in Judgment Roll #61821, Beaufort County Records.

44. Sales Tax Lien in the amount of $287,957.53 by South Carolina Tax Commission against Sea Pines Plantation Company dated November 5, 1986, filed November 6, 1986 in Judgment Roll #61822, Beaufort County Records.

45. Sales Tax Lien in the amount of $29,328.50 by South Carolina Tax Commission against Sea Pines Plantation Company dated November 5, 1986, filed November 6, 1986 in Judgment Roll #61823, Beaufort County Records.

46. Accommodations Tax Lien in the amount of $33,869.04 by South Carolina Tax Commission against Sea Pines Plantation Company, dated November 5, 1986, filed November 6, 1986 in Judgment Roll #61824, Beaufort County Records.

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

47. Sales Tax Lien in the amount of $2,980.33 by South Carolina Tax Commission against Sea Pines Plantation, Inc. dated November 5, 1986, filed November 6, 1986 in Judgment Roll #61825, Beaufort County Records.

48. Default Judgment in the amount of $22,832.77 plus costs by the case styled National Advertising Company vs. Sea Pines Plantation Company (South Carolina Circuit Court, 14th Judicial Circuit - Case No. 86-CP-07-1449) dated October 27, 1986, filed November 6, 1986 in Judgment Roll #61837, Beaufort County Records.

49. Order in case styled Merrill H. Archard & Bette L. Archard vs. Sea Pines Plantation Company (Beaufort County Court of Common Pleas - Case No. 86-CP-07-1250) in Judgment Roll #62390. (Court advised case settled, but no terms of settlement were filed.)

50. Order in case styled Southern Mill Creek Products vs. Sea Pines Plantation Company (Beaufort County Court of Common Pleas, Case No. 86-CP-07-267) dated July 18, 1986 in Judgment Roll #60061, Beaufort County Records. (Court advised case settled, but terms of settlement have not been filed.)

51. Order in case styled Earl D. Hewlette, Jr. vs. Sea Pines Plantation Company, dated January 12, 1987 in Judgment Roll #63093, Beaufort County Records. (Judgement Roll-not in file - case sent to Bankruptcy Court.)

52. Order in case styled Archipelagos Inc. vs. Sea Pines Plantation Company, et al. (S.C. Circuit Court, 14th Judicial Circuit - Case No. 86-CP-07-1442) filed May 14, 1987 in Judgment Roll #65056, Beaufort County Records. (Court advised party in Bankruptcy pursuant to Rule 40(c)(3), SCRCP. Reference is also made to Mechanics' Lien filed in Cabinet 3, Folder 1983 and Lis Pendens filed in Cabinet 4, Folder 2666, Beaufort County Records.)

53. All Beaufort County taxes for the years 1985 and 1986, including penalties and interest.

#89

Exhibit "E"

460

PARCEL "A-1"

LAWTON STABLES

ALL that certain piece, parcel or tract of land situate, lying and being in Sea Pines Plantation, on Hilton Head Island, Beaufort County, South Carolina, containing 21.786 acres, and designated as Parcel "M" on a plat entitled "A Composite Plat of 605.78 Acres Sea Pines Forest Preserve and Adjacent Commercial Tracts, Residential Tracts and Other Platted Areas", prepared by Coastal Surveying Company, Inc., Jerry L. Richardson, S.C.R.L.S. #4784, said plat dated October 29, 1979, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 28 at Page 64.

The property or property rights described above, if any, are a portion of the same property conveyed by Deed dated May 15, 1961 and recorded on July 1, 1961 in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Deed Book 107 at Page 115.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
550	14		809	

PARCEL "A-2"

HARBOUR TOWN GOLF COURSE

ALL those certain pieces, parcels or tracts of land, together with the improvements thereon, known as HARBOUR TOWN GOLF COURSE, together totaling 136.56 acres, situated, lying and being in Sea Pines Plantation, on Hilton Head Island, in Beaufort County and in the State of South Carolina, as shown on a Plat of Survey entitled "Plat of 136.56 acres of Sea Pines Plantation, known as Harbour Town Golf Course, located on Hilton Head Island, in Beaufort County, South Carolina" prepared by Thomas & Hutton Engineering Company, dated March 11, 1969, revised May 8, 1971, revised January 25, 1973, further revised January 26, 1973, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 20 at Page 157.

Specifically excepted from the above described property, however, and not included as part of the parcel thereof, is Parcel A-1, containing 0.24 acres, as shown on a plat entitled "Composite Map Harbour Town, a Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina," prepared by Jerry L. Richardson, S.C. Reg. L.S. #4784, Richardson & Associates, dated July 1974, revised October 1974, revised January 1976, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 24 at Page 115.

The property or property rights described above, if any, are a portion of the same property conveyed by Deed dated January 1, 1973 and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Deed Book 205 at Page 1931.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
550	17		304	

PARCEL "A-3"

HERITAGE DRIVING RANGE

462

ALL that certain piece, parcel or tract of land containing 3.306 acres, shown on a plat entitled "3.306 Acres, A Section of THE HARBOUR TOWN DRIVING RANGE," dated November 12, 1987, prepared by Surveying Consultants of Hilton Head Island, Inc., Terry G. Hatcnell, S.C.R.L.S. #11059, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Plat Book 35 at Page 64.

The Property intended to be conveyed is the same property designated as 3.306 Acres on the former plat entitled "The Harbour Town Driving Range" recorded in Plat Book 34 at Page 131, and any additional property included in the current plat referenced above as recorded in Plat Book 35 at Page 64.

The property or property rights described herein, if any, are a portion of the same property conveyed by Deed dated March 21, 1980 and recorded on April 11, 1980 in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Deed Book 299 at Page 640.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
550	17		1116	

PARCEL "A-4"

3.0 ACRE ACADEMY TRACT

ALL that certain piece, parcel or tract of land shown and described as 3.000 acres, on a plat entitled "A Plat of 3.000 Acres SEA PINES ACADEMY, A Section of Sea Pines Plantation", dated October 6, 1981, prepared by Jerry L. Richardson, S.C. R.L.S. #4784 and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 30 at Page 22.

The property or property rights described herein, if any, are a portion of the same property conveyed by Deed dated December 2, 1981 and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Deed Book 337 at Page 1073.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
550	18		248	

PARCEL "A-5"

HERITAGE CLUB HOUSE AND RECREATION AREA

ALL that certain piece, parcel or tract of land containing 3.116 acres, shown and designated as Club House Area on a plat entitled "A Plat of 15.515 Acres, A Portion of Harbour Town Golf Course Tract, A Section of Sea Pines Plantation," dated November 13, 1987, prepared by Surveying Consultants of Hilton Head Island, Inc., Terry G. Hatchell, S.C. R.L.S. #11059, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Plat Book 35 at Page 67.

SAVE AND EXCEPT, ALL that portion of the property described as Harbour Town Pump Station Site shown on a plat entitled "Harbour Town Pump Station Site," dated September 1, 1971, prepared by Thomas & Hutton Engineering Company as recorded in Deed Book 190 at Page 255 in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, as contained within the above-referenced property.

AND ALSO, ALL that certain piece, parcel or tract of land containing 2.043 acres, shown and designated as Pool and Playground Area on a plat entitled "A Plat of Parcel C, A Portion of Harbour Town Golf Course Tract, A Section of Sea Pines Plantation," dated November 13, 1987, prepared by Surveying Consultants of Hilton Head Island, Inc., Terry G. Hatchell, S.C. R.L.S. #11059, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Plat Book 35 at Page 67.

The property intended to be conveyed is the same property described as that portion of Parcel C (14.53187 Acres) on the former plat recorded in Plat Book 20 at Page 157, remaining after the conveyance of 9.372 acres described as Parcel A on the plat recorded in Plat Book 32 at Page 238. SAVE AND EXCEPT the property described as "Harbour Town Pump Station Site" on the plat recorded in Deed Book 190 at Page 255.

The property or property rights described herein, if any, are a portion of the same property conveyed by Deed dated January 31, 1973 and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Deed Book 205 at Page 1931.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map			

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
550	17		1098	

PARCEL "A-6"

C 465

SEA MARSH GOLF COURSE

ALL that piece, parcel or tract of land, with all improvements thereon, situate, lying and being in Sea Pines Plantation on Hilton Head Island, Beaufort County, South Carolina, and being more particularly shown and described as the SEA MARSH GOLF COURSE, A SECTION OF SEA PINES PLANTATION, on a plat prepared by Richardson & Associates, Hilton Head Island, South Carolina, dated March 28, 1974, revised April 8, 1974, April 25, 1974, May 3, 1974, and April 29, 1985, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Plat Book 33 at Page 34. Said Sea marsh Golf Course as shown thereon, contains Fairways Number One through Eighteen for a total of 91.687 acres, plus easement acreage of .610 acre for a total Sea Marsh Golf Course acreage of 92.297 acres. For a more detailed description to the courses, metes and bounds of the eighteen (18) Fairways and Easements of the Sea Marsh Golf Course, reference may be had to the above referred to plat of record.

The following property is specifically excepted from the above-described property and not included as part of the parcel thereof:

ALL those certain pieces, parcels or areas of land, situate, lying and being in Forest Court Subdivision, Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, shown, described, and known as "Encroachment No. 1" and "Encroachment No. 2" as shown and described on a plat thereof recorded in the Office of the Register of the Mesne Conveyance for Beaufort County, South Carolina, in Plat Book 26 at Page 60. For a more accurate description of the said "Encroachment No.1" and "Encroachment No. 2," reference to the plat recorded in Beaufort County Plat Book 26 at Page 60 is craved.

The property or property rights described above, if any, are a portion of the same property conveyed by Deed dated January 31, 1973, and recorded January 1, 1973, in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Deed Book 205 at Page 1931.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
550	18		198	

PARCEL "A-8"

SOUTH BEACH SALES OFFICE

ALL that certain piece, parcel or tract of land with improvements thereon containing 1.279 acres, and being designated on a plat entitled "A Plat of 1.279 Acres South Beach Area of Sea Pines Plantation, " Beaufort County, South Carolina, dated November 9, 1987, and prepared by Surveying Consultants of Hilton Head Island, Inc., Terry G. Hatchell, S.C.R.L.S. #11059, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 35 at Page 69.

The Property intended to be conveyed is the same property designated as 1.283 Acres on the former plat dated January 23, 1973, recorded in Plat Book 20 at Page 155, and any additional property included in the current plat referenced above as recorded in Plat Book 35 at Page 69.

The property or property rights described herein, if any, are a portion of the same property conveyed by Deed dated January 31, 1973 and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Deed Book 205 at Page 1931.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
550	19		245	

PARCEL "A-9"

BAL'S ALLEY

ALL that certain piece, parcel or tract of land situate, lying and being in Sea Pines Plantation, on Hilton Head Island, Beaufort County, Soutn Carolina, containing 2.215 acres, more or less, as shown on a plat entitled "A Plat of 2.309 Acres, Lighthouse Beach Company, Harbour Town Tract, A section of Sea Pines Plantation," prepared by Surveying Consultants of Hilton Head Island, Inc., Terry G. Hatcnell, S.C. R.L.S. #11059, dated November 9, 1987, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 35 at Page 68. PARCELS 3 and 5 are shown on said plat, but such parcels are not included as a part of the above-described property.

The Property intended to be conveyed is the same property designated as 2.215 Acres on the former plat entitled "A Plat of 2.309 Acres, Lighthouse Beach Company, Harbour Town Tract, A Section of Sea Pines Plantation," recorded in Plat Book 33 at Page 42, and any additional property included in the current plat referenced above as recorded in Plat Book 35 at Page 68.

The property or property rights described herein, if any, are a portion of the same property conveyed by Deed dated January 31, 1973, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Deed Book 205 at Page 1931.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
550	17		1101	

PARCEL "A-10"

HERITAGE TENNIS COURTS

ALL that certain piece, parcel or tract of land containing 0.984 acres, shown and designated as Heritage Tennis Courts on a plat entitled "A Plat of 15.515 Acres, A Portion of Harbour Town Golf Course Tract, A Section of Sea Pines Plantation," dated November 13, 1987, prepared by Surveying Consultants of Hilton Head Island, Inc., Terry G. Hatchell, S.C. R.L.S. #11059, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Plat Book 35 at Page 67.

The Property intended to be conveyed is the same property designated as 0.98 Acres on the former plat entitled "A Plat of a Section of Sea Pines Plantation" recorded in Plat Book 24 at Page 34, and any additional property included in the current plat referenced above as recorded in Plat Book 35 at Page 67.

The property or property rights described herein, if any, are a portion of the same property conveyed by Deed dated February 2, 1976, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Deed Book 234 at Page 1543.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
550	17		1097	

PARCEL "A-11" 470

SUNDAY PARK

ALL that certain piece, parcel or tract of land containing 1.98 acres, shown and designated as "Sunday Park" on a plat entitled "A Plat of 1.98 Acres Sunday Park, A Portion of Harbour Town," dated October 8, 1974 and prepared by Coastal Surveying Consultants, Richard L. Stroman, S.C. R.L.S. #5496 and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 28 at Page 227.

The property or property rights described herein, if any, are a portion of the same property conveyed by Deed dated August 14, 1980, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Deed Book 306 at Page 37.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
550	17		1123	

PARCEL "A-12"

471

HARBOUR TOWN
CONFERENCE CENTER TRACT

ALL that certain piece, parcel or tract of land containing 1.637 acres, shown and designated as Parcel 16 on a plat entitled "A Survey of 4.846 Acres, Parcels 16 and 27 Harbour Town, A Portion of Sea Pines Plantation," dated November 13, 1987, prepared by Surveying Consultants of Hilton Head Island, Inc., Terry G. Hatchell, S.C. R.L.S. #11059, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Plat Book 35 at Page 64.

The Property intended to be conveyed is the same property designated as 1.637 Acres (Tract 16) on the former plat entitled "Composite Map of Harbour Town" recorded in Plat Book 24 at Page 115, and any additional property included in the current plat referenced above as recorded in Plat Book 35 at Page 64.

The property or property rights described herein, if any, are a portion of the same property conveyed by Deed dated October 3, 1979, and recorded on November 20, 1979, in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Deed Book 292 at Page 509.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
550	17		1125	

PARCEL "A-13"

472

SEA PINES CENTER RESIDUAL

ALL those pieces, parcels or tracts of land located in Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, shown and described as Parcel C-1, containing 0.594 acres, Parcel C-3, containing 0.571 acres, and Parcel C-4, containing 0.817 acres on a plat entitled "A Plat of Parcel C-1, C-3, C-4 and Easement No. 1 Sea Pines Center, A Section of Sea Pines Plantation," dated November 13, 1987, prepared by Surveying Consultants of Hilton Head Island, Inc., Terry G. Hatchell, S.C. R.L.S. #11059, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Plat Book 35 at Page 70.

Together with an Easement for Ingress and Egress over that certain Easement shown as Easement No. 1, containing 0.518 acres on aforesaid plat in Plat Book 35 at Page 70.

The Property intended to be conveyed is the same property designated as Parcels C-1, C-3 and C-4 on the former plat entitled "A Plat of Sea Pines Center, 10.099 Acres, Tracts A, B, C, Sea Pines Plantation" recorded in Plat Book 31 at Pages 4 and 5, and any additional property included in the current plat referenced above as recorded in Plat Book 35 at Page 70.

The property or property rights described herein, if any, are a portion of the same property conveyed by Deed dated August 29, 1978, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Deed Book 269 at Page 278, and re-recorded in Deed Book 278 at Page 727.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
550	17		1152	

PARCEL "A-14"

473

HARBOUR TOWN MAIN PARKING

ALL that certain piece, parcel or tract of land containing 3.170 acres, shown and designated as Parcel 27 on a plat entitled "A Survey of 4.846 Acres Parcels 16 and 27 Harbour Town, A Portion of Sea Pines Plantation," dated November 13, 1987, prepared by Surveying Consultants of Hilton Head Island, Inc., Terry G. Hatchell, S.C. R.L.S. #11059, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Plat Book 55 at Page 64.

SAVE AND EXCEPT those certain pieces or parcels of land designated as Parcels 7A and 7B, Summerhouse Bar and adjacent seating area, the Ice Cream Stand, the circuit breakers and power boxes which operate the Harbour Town Marina, and an easement surrounding the Ice Cream Stand for the maintenance, repair and reconstruction of the Ice Cream Stand and adjoining property all as shown on the aforesaid Plat recorded in Plat Book 55 at Page 64.

AND ALSO all that certain, piece, parcel, or tract of land consisting of .676 acres located in the Harbour Town area of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, said parcel more particularly shown and described by metes and bounds as follows, to wit: Commencing at the southwesternmost corner of the Right of Way for Lighthouse Lane in Harbour Town; thence N 87°51'26" E for a distance of 58.66 feet to a point; said point being the TRUE POINT OF BEGINNING; thence S 18°23'08" E for a distance of 78.66 feet to a point; thence S 78°25'58" E for a distance of 86.89 feet to a point; thence N 56°25'57" E for a distance of 110.99 feet to a point; thence N 33°05'53" W for a distance of 2.13 feet to a point; thence N 56°53'39" E for a distance of 30.00 feet to a point; thence N 56°54'07" E for a distance of 108.00 feet to a point; thence N 33°5'53" W for a distance of 82.10 feet to a point; thence S 56°52'35" W for a distance of 71.59 feet to a point; thence along a curve having a delta of 15°05'42" and a radius of 99.86 feet for a distance of 26.31 feet to a point; thence S 71°58'17" W for a distance of 200.31 feet to a point, said point being the POINT OF BEGINNING.

The Property intended to be conveyed is the same property designated as Parcel 27 on the former plat entitled "Composite Map of Harbour Town" recorded in Plat Book 24 at Page 115, and any additional property included in the current

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
550	17		1129	

plat referenced above as recorded in Plat Book 35 at Page 64.

The property or property rights described herein, if any, are a portion of the same property conveyed by Deed dated December 12, 1975, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Deed Book 233 at Page 614.

475

PARCEL "A-15"

ARTIST AREA

ALL that certain piece, parcel or tract of land containing 2.49 acres, shown and designated as "Artist Area" on a plat entitled "A Plat of 2.49 Acres ARTIST AREA, A Portion of Harbour Town," dated October 8, 1974 and prepared by Coastal Surveying Consultants, Richard L. Stroman, S.C. R.L.S. #5496 and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 28 at Page 226.

The property or property rights described herein, if any, are a portion of the same property conveyed by Deed dated August 14, 1980, and recorded on September 2, 1980, in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Deed Book 306 at Page 37.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
550	17		1122	

PARCEL "A-16"

OCEAN GOLF COURSE

476

FIRST NINE HOLES

ALL those certain pieces, parcels or tracts of land, with all improvements thereon, situate, lying and being in Sea Pines Plantation, on Hilton Head Island, Beaufort County, South Carolina, and being more particularly shown and described as the First Nine Holes of the Ocean Golf Course, as shown on a plat designated "A Plat of Ocean Golf Course, a Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina," prepared by Richardson & Associates, dated February 15, 1974, revised February 27, 1974, April 4, 1974, April 25, 1974, May 3, 1974, February 18, 1975, and April 29, 1985, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Plat Book 33 at Pages 39 and 40. Said First Nine Holes of the Ocean Golf Course are designated on said plat as Fairway Number One through Fairway Number Nine inclusive, and include a total of 48.29 acres. For a more detailed description as to the courses, metes and bounds of the said First Nine Holes of the Ocean Golf Course, reference may be had to the above referred to plat of record.

SECOND NINE HOLES

ALL those certain pieces, parcels or tracts of land, with all improvements thereon, situate, lying and being in Sea Pines Plantation, on Hilton Head Island, Beaufort County, South Carolina, and being more particularly shown and described as the Second Nine Holes of the Ocean Golf Course, as shown on a plat designated "A Plat of Ocean Golf Course, a Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina," prepared by Richardson & Associates, dated February 15, 1974, revised February 27, 1974, March 20, 1974, April 25, 1974, February 18, 1975, and February 18, 1975, and April 29, 1985, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Plat Book 33 at Pages 39 and 40. Said Second Nine Holes of the Ocean Golf Course are designated on said plat as Fairway Number Ten through Fairway Number Eighteen inclusive, and include a total of 48.54 acres. For a more detailed descriptions to the courses, metes and bounds of the said Second Nine Holes

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
550	17	A	1	

of the Ocean Golf Course, reference may be had to the above referred to plat of record.

The property or property rights described herein, if any, are a portion of the same property conveyed by Deed dated February 26, 1960, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Deed Book 100 at Page 268.

PARCEL "A-17"

v. 478

BEACH CLUB SITE

ALL that certain piece, parcel or tract of land, together with the improvements thereon, containing 3.196 acres, situate, lying and being on the southern side of Beach Lagoon Drive and North Sea Pines Drive in Sea Pines Plantation, on Hilton Head Island, in the County of Beaufort and State of South Carolina as shown on Plat of Survey prepared by Surveying Consultants of Hilton Head Island, Inc., Terry G. Hatchell, S.C. R.L.S. #11059, dated November 9, 1987, and recorded in Plat Book 35 at Page 71 in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina.

ALSO: All that certain piece, parcel or tract of land containing 0.698 acres constituting beach access, as shown on the aforementioned plat recorded in Plat Book 35 at Page 71.

The Property intended to be conveyed is the same property designated as 3.20 acres on the former plat dated December 16, 1977, recorded in Plat Book 26 at Page 130 and designated as .706 acres on the former plat dated February 11, 1980, recorded in Plat Book 28 at Page 129, and any additional property included in the current plat referenced above as recorded in Plat Book 35 at Page 71.

The property or property rights described herein, if any, are a portion of the same property conveyed by Deed dated December 22, 1977, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Deed Book 257 at Page 2037.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
550	17	A	1A	

PARCEL "A-21"

479

SOUTH BEACH POOL & PLAYGROUND AREA

ALL that certain piece, parcel or tract of land, containing 3.961 Acres as shown on a plat entitled "An As-built, Tree and Topographic Survey of 3.961 Acres South Beach Area, A Section of Sea Pines Plantation," dated November 13, 1987, prepared by Surveying Consultants of Hilton Head Island, Inc., Terry G. Hatchell, S.C.R.L.S. #11059, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Plat Book 35 at Page 72.

The property or property rights described herein, if any, are a portion of the same property conveyed by Deed dated December 12, 1975, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Deed Book 233 at Page 614.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
550	17		1193	

PARCEL "A-28"

480

PLANTATION CLUB DRIVING RANGE

ALL that certain piece, parcel or tract of land, situate, lying and being in Sea Pines Plantation on Hilton Head Island, Beaufort County, South Carolina, and being more particularly shown and described as DRIVING RANGE containing 11.58 acres as shown on a plat entitled "A Plat of 11.58 Acres - A Composite Plat of the Driving Range for the Sea Marsh and Ocean Golf Courses, a Section of Sea Pines Plantation," dated March 17, 1987, prepared by Coastal Surveying and Engineering Company, Inc., Jerry L. Richardson, S.C. R.L.S. No. 4748, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 35 at Page 63.

The property or property rights described herein, if any, are a portion of the same property conveyed by Deed dated February 26, 1960, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Deed Book 100 at Page 268.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
550	18		198	

1. Taxes and assessments for the year 1988 and subsequent years, a lien not yet due and payable.

2. Taxes for the year 1987 now due, but not past due until January 15, 1988.

3. Rights or claims of parties in possession not shown by the public records.

4. Encroachments, overlaps, boundary line disputes, easements and any matters which would be disclosed by an accurate survey and inspection of the premises.

5. Special assessments which are not shown as existing liens by the public records.

6. Open Space Restrictions as set forth in the instrument recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Deed Book 224 at Page 1036, and as amended.

7. Reciprocal Use Agreement between Sea Pines Plantation Company and Hilton Head Plantation Company as recorded in said R.M.C. Office in Deed Book 232 at Page 2013, and as amended.

8. Regulations for Traffic Control in Sea Pines Plantation as set forth in those instruments recorded in said R.M.C. Office in Deed Book 354 at Page 337 and Deed Book 430 at Page 1160.

9. Additional Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, et. Which Constitute Covenants Running with Certain Lands of Sea Pines Plantation Company dated February 8, 1984 and recorded in said R.M.C. Office in Deed Book 390 at Page 179.

10. Grant of Easement for Reclaimed Water Distribution System between Sea Pines Plantation Company and Sea Pines Public Service District as set forth in those instruments recorded in said R.M.C. Office in Deed Book 452 at Page 691 and Plat Book 33 at Page 231.

11. Easements as granted to Hilton Head Land Associates set forth in that certain deed dated September 14, 1979, recorded in said R.M.C. Office in Deed Book 288 at Page 1433.

12. Interests created by, or limitations on use imposed by, the Federal Coastal Zone Management Act or other Federal Law or by

S.C. Code Sections 48-39-10 through 48-39-220, as amended or any regulations promulgated pursuant to said State or federal laws.

13. All right, title, interest and use in and to that portion of the property which lies below the mean high water mark of rivers, creeks or the Atlantic Ocean; and to any property which is or might be considered marsh, swamp or tidal flow areas or which may be claimed by any governmental or quasi-governmental entity or title to any portion of the insured property that may be accreted as defined in the Coastal Tideland and Wetland Act.

PARCEL A-1

LAWTON STABLES

a) Easements, etc. as reflected on the plat recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 28 at Page 64.

b) Declaration of Rights, Restrictions, Conditions, etc. Which Constitute Covenants Running with certain Lands of the Hilton Head Company as set forth in the instrument recorded in said Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Deed Book 78 at Page 306 and as amended.

c) Recreational and Commercial Use Covenants dated September 10, 1976, and recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina, in Deed Book 244 at Page 1222, and as amended.

d) Declaration of Clarifying and Supplemental Covenants and Restrictions for the Wildlife Habitat Zones, Outdoor Recreation Zones and Sanitation Zones of the Sea Pines Forest Preserve dated September 8, 1976, and recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 244 at Page 1231.

e) Declaration of Covenants of the Sea Pines Plantation Company covering Lawton Stables Community Facilities Area and the Water Tower Park Beach Club Area recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 365 at Page 772.

f) Such state of facts subsequent to October 29, 1979, the date of survey by Coastal Surveying Company, Inc. as would be disclosed by a current, accurate survey and inspection of the premises.

PARCEL A-2

HARBOUR TOWN GOLF COURSE

a) Easements, etc. as reflected on the plat recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 17 at Page 73, Plat Book 20 at Page 157 and Plat Book 33 at Page 34.

b) Declaration of Rights, Restrictions, Conditions, etc. Which Constitute Covenants Running with certain Lands of the Hilton Head Company as set forth in the instrument recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 78 at Page 306 and as amended.

c) Fifty Foot wide Easement reserved for access, ingress and egress as recorded in the Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 162 at Pages 223 & 224.

d) Easements granted to Sea Pines Public Service District as recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina, in Deed Book 190 at Page 255, Deed Book 219 at Page 860 and as amended.

e) Golf Facilities Use and Access Agreement recorded in the Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 477 at Page 1276 and as amended.

f) Such state of facts as would be disclosed by a current, accurate survey and inspection of the premises.

PARCEL A-3

HERITAGE DRIVING RANGE

a) Easements, etc. as reflected on the plat recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 34 at Page 131.

b) Declaration of Covenants and Restrictions for Harbour Town and Provisions of the Harbour Town Owners Association, Inc. as recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 176 at Page 202 and as amended.

c) Golf Facilities Use and Access Agreement recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 477 at Page 1276 and as amended.

d) Easements as shown on the plat dated November 2, 1987, prepared by Surveying Consultants of Hilton Head Island, Inc., Terry G. Hatchell, S.C. R.L.S. #11059, and recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina, in Plat Book 36 at Page 64.

PARCEL A-4

3.0 ACRE ACADEMY TRACT

a) Easements, etc. as reflected on the plat recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 30 at Page 22.

b) Declaration of Rights, Restrictions, Conditions, etc. Which Constitute Covenants Running with certain Lands of the Hilton Head Company as set forth in the instrument recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 78 at Page 306, as amended in Deed Book 274 at Page 1273 and as further amended.

c) Open Space Restrictions as set forth in the instruments recorded in said Office of the Register of Mesne Conveyance Office in Beaufort County, South Carolina in Deed Book 135 at Page 9, Deed Book 232 at Page 937, Deed Book 255 at Page 1255 and as amended.

d) Rights, Restrictions, Conditions, Options, etc. as set forth in those instruments recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 175 at Page 113, Deed Book 234 at Pages 1466 and 1833, Deed Book 236 at Page 1255, Deed Book 243 at Page 1683, Deed Book 244 at Page 1231, Deed Book 249 at Page 1960, Deed Book 273 at Page 432, Deed Book 291 at Page 618 and as amended.

e) Such state of facts subsequent to October 6, 1981, date of survey by Jerry L. Richardson, as would be disclosed by a current, accurate survey and inspection of the premises.

exhibits GSH03

487

PARCEL A-5

HERITAGE CLUB HOUSE AND RECREATION AREA

a) Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc. Which Constitute Covenants Running with Certain Lands of the Sea Pines Land Company dated August 20, 1967, and recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 150 at Page 41.

b) Easements granted to Sea Pines Public Service District recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 190 at Page 255 and as amended.

c) Golf Facilities Use and Access Agreement recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 477 at Page 1276 and as amended.

d) Easements as shown on the plat dated November 13, 1987, prepared by Surveying Consultants of Hilton Head Island, Inc., Terry G. Hatchell, S.C. R.L.S. #11059, and recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Plat Book 35 at Page 67.

exhibits GSH03

PARCEL A-6

488

SEA MARSH GOLF COURSE

a) Easements, etc. as reflected on the plat recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South CArolina in Plat Book 22 at Page 68 and Plat Book 33 at Page 34.

b) Declaration of Rights, Restrictions, Conditions, etc. Which Constitute Covenants Running with certain Lands of the Hilton Head Company as set forth in the instrument recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 78 at Page 306 and as amended.

c) Golf Facilities Use and Access Agreement recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 477 at Page 1276.

d) Easement for ingress and egress as set forth in the instrument recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 165 at page 296 and Deed Book 162 at Page 224.

e) Easement for ingress and egress as set forth in the instrument recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 165 at Page 296 and Deed Book 162 at Page 224.

f) Such state of facts as would be disclosed by a current, accurate survey and inspection of the premises.

exhibits GSH03

PARCEL A-7

489

SADDLEBAG BUILDING

a) Easements, etc. as reflected on the plat recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 20 at Page 158 and 163.

b) Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc. Which Constitute Covenants Running With Certain Lands of the Sea Pines Land Company dated August 20, 1967, and recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 150 at Page 41.

c) Declaration of Covenants and Restrictions for Harbour Town and Provisions of the Harbour Town Owners Association, Inc. as recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 176 at Page 202 and as amended.

d) Covenants, Restrictions, Easements, Conditions, Options, etc. as set forth in those instruments recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 205 at Page 1931, Deed Book 206 at Page 1080, Deed Book 212 at Page 1938, Deed Book 214 at Page 402, Deed Book 279 at Pages 606 & 607, Deed Book 344 at Page 413, and as amended.

e) Rights as indicated in those leases recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Assignment of Leases as recorded in Lease Book 12 at Page 116 and Lease Book 16 at Page 540.

f) Easements as shown on the plat dated November 9, 1987, prepared by Surveying Consultants of Hilton Head Island, Inc., Terry G. Hatchell, S.C. R.L.S. #11059, and recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Plat Book 35 at Page 68.

PARCEL A-8

SOUTH BEACH SALES OFFICE
a/k/a Sea Pines Behavioral Institute

a) Easements, etc. as reflected on the plat recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 17 at Page 73, Plat Book 20 at Page 155 and Plat Book 33 at Page 41.

b) Declaration of Rights, Restrictions, Conditions, etc. Which Constitute Covenants Running with certain Lands of the Hilton Head Company as set forth in the instrument recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 78 at Page 306 and as amended.

c) Declaration of Rights, Restrictions, Conditions, etc. dated July 9, 1964 and recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 124 at Page 35 and as amended.

d) Rights and Easements for access, ingress and egress as set forth in the instrument recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 205 at Page 1931.

PARCEL A-9

BAL'S ALLEY

a) Easements, etc. as reflected on the plat recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 33 at Page 42.

b) Declaration of rights, Restrictions, Conditions, etc. Which Constitute Covenants Running with certain Lands of the Hilton Head Company as set forth in the instrument recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 78 at Page 306 and as amended.

c) Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc. Which Constitute Covenants Running With Certain Lands of the Sea Pines Land Company dated August 20, 1967, and recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 150 at Page 41 and as amended.

d) Declaration of Covenants and Restrictions for Harbour Town and Provisions of the Harbour Town Owners Association, Inc. as recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 176 at Page 202 and as amended.

exhibits GSH03

492

PARCEL A-10

HERITAGE TENNIS COURTS

a) Easements, etc. as reflected on the plat recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 24 at Page 34, Plat Book 24 at Page 115 and Plat Book 32 at Page 238.

b) Declaration of Rights, Restrictions, Conditions, etc. Which Constitute Covenants Running with certain Lands of the Hilton Head Company as set forth in the instrument recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 78 at Page 306 and as amended.

c) Restrictions, etc. as set forth in the Deed from Sea Pines Plantation Company to The Landmark Group, Inc. recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 203 at Page 201.

d) Special exception is taken to the encroachment of the tennis courts onto the adjoining property as shown on the plats recorded in Plat Book 24 at Page 34, Plat Book 24 at Page 115 and Plat Book 32 at Page 238.

exhibits GSH03

493

PARCEL A-11

SUNDAY PARK

a) Easements, etc. as reflected on the plat recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 28 at Page 277.

b) Declaration of Rights, Restrictions, Conditions, etc. Which Constitute Covenants Running with certain Lands of the Hilton Head Company as set forth in the instrument recorded in said Office of the Register of Mesne Conveyance in Deed Book 278 at Page 306 and as amended.

c) Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc. Which Constitute Covenants Running With Certain Lands of the Sea Pines Land Company dated August 20, 1967, recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 150 and Page 41 and as amended.

d) Declaration of Covenants and Restrictions for Harbour Town and Provisions of the Harbour Town Owners Association, Inc. as recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina, in Deed Book 176 at Page 202 and as amended.

e) Mortgage from the insured owner herein to South Carolina National Bank in the amount of $1,750,000.00 dated November 17, 1987, and recorded in said Office of the Register of Mesne Conveyance in Beaufort County in Mortgage Book _____ at Page _____.

f) Such state of facts subsequent to October 8, 1974, date of survey by Coastal Surveying Consultants, as would be disclosed by a current, accurate survey and inspection of the premises.

PARCEL A-12

HARBOUR TOWN CONFERENCE CENTER TRACT

a) Easements, etc. as reflected on the plat recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 24 at Page 47, Plat Book 24 at Page 115 and Deed Book 23 at Page 592.

b) Declaration of Rights, Restrictions, Conditions, etc. Which Constitute Covenants Running with certain Lands of the Hilton Head Company as set forth in the instrument recorded in said Office of the Register of Mesne Conveyance in Deed Book 78 at Page 306 and as amended.

c) Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc. Which Constitute Covenants Running With Certain Lands of the Sea Pines Land Company dated August 20, 1967, recorded in said Office of the Register of Mesne Conveyance in Deed Book 150 at Page 41 and as amended.

d) Declaration of Covenants and Restrictions for Harbour Town and Provisions of the Harbour Town Owners Association, Inc. as recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 176 at Page 202 and as amended.

e) Non-exclusive Parking Easement recorded in said Office of the Register of Mesne Conveyance in Deed Book 235 at Page 834.

f) Mortgage from the insured owner herein to South Carolina National Bank in the amount of $1,750,000.00 dated November 17, 1987, and recorded in said Office of the Register of Mesne Conveyance in Mortgage Book _____ at Page _____.

PARCEL A-13

SEA PINES CENTER RESIDUAL

a) Easements, etc. as reflected on the plat recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 31 at Page 4 and 5.

b) Declaration of Rights, Restrictions, Conditions, etc. Which Constitute Covenants Running with certain Lands of the Hilton Head Company as set forth in the instrument recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 78 at Page 306 and as amended.

c) Recreational and Commercial Use Covenants dated September 10, 1976 and recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 244 at Page 1222 and as amended.

d) Mortgage from the proposed insured owner to The Citizens and Southern National Bank of South Carolina in the amount of $255,000.00, dated November 17, 1987, and recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Mortgage Book _____ at Page _____.

e) Easements as shown on the plat dated November 13, 1987, prepared by Surveying Consultants of Hilton Head Island, Inc., Terry G. Hatchell, S.C. R.L.S. #11059, and recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Plat Book 35 at Page 70.

exhibits GSH03

496

PARCEL A-14

HARBOUR TOWN MAIN PARKING

a) Easements, etc. as reflected on the plat recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 24 at Page 47, Plat Book 24 at Page 115 and Deed Book 233 at Page 614.

b) Declaration of Rights, Restrictions, Conditions, etc. Which Constitute Covenants Running with certain Lands of the Hilton Head Company as set forth in the instrument recorded in Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 78 at Page 306 and as amended.

c) Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc. Which Constitute Covenants Running With Certain Lands of the Sea Pines Land Company dated August 20, 1967, recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 150 at Page 41 and as amended.

d) Declaration of Covenants and Restrictions for Harbour Town and Provisions of the Harbour Town Owners Association, Inc. as recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 176 at Page 202 and as amended.

e) Declaration of Covenants and Restrictions dated September 22, 1975, recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 232 at Page 937.

f) Easements granted to Ralph Ballantine as recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 212 at Page 1938.

g) Grant of Easement dated October 23, 1987, to Fogelman Properties, Inc. with regard to the "Fuel Oil Tank", as recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 490 at Page 336.

h) Grant of Easement for Parking dated October 23, 1987, to Fogelman Properties, Inc. as recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 490 at Page 332.

i) Easements as granted to Fogelman Properties, Inc. in that certain Deed dated October 23, 1987, recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 490 at Page 300.

j) Easements as shown on the plat dated November 13, 1987, prepared by Surveying Consultants of Hilton Head Island, Inc., Terry G. Hatchell, S.C. R.L.S. #11059, and recorded in said Office Register of Mesne Conveyance in Beaufort County, South Carolina in Plat Book 35 at Page 64.

exhibits GSH03

PARCEL A-15

497

ARTIST AREA

a) Easements, etc. as reflected on the plat recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 28 at Page 226.

b) Declaration of Rights, Restrictions, Conditions, etc. Which Constitute Covenants Running with certain Lands of the Hilton Head Company as set forth in the instrument recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 78 at Page 306 and as amended.

c) Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc. Which Constitute Covenants Running With Certain Lands of the Sea Pines Land Company dated August 20, 1967, recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 150 at Page 41 and as amended.

d) Declaration of Covenants and Restrictions for Harbour Town and Provisions of the Harbour Town Owners Association, Inc. as recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 176 at Page 202 and as amended.

e) Mortgage from the proposed insured owner to South Carolina National Bank in the amount of $1,750,000.00 dated November 17, 1987 and recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Mortgage Book _____ at Page _____.

f) Such state of facts subsequent to October 8, 1974, date of survey by Coastal Surveying Consultants as would be disclosed by a current, accurate survey and inspection of the premises.

PARCEL A-16

OCEAN GOLF COURSE

a) Easements, etc. as reflected on the plat recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 12 at Page 41 and Plat Book 33 at Pages 39 and 40.

b) Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc. Which Constitute Covenants Running With Certain Lands of the Sea Pines Land Company dated August 20, 1967, recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 150 at page 41.

c) Golf Facilities Use and Access Agreement recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 477 at Page 1276 and as amended.

d) Such state of facts as would be disclosed by a current, accurate survey and inspection of the premises.

exhibits GSH03

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PARCEL A-17

BEACH CLUB SITE

a) Easements, etc. as reflected on the plat recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 26 at Page 130 and Plat Book 33 at Page 43.

b) Restrictions as set forth in the Deed from Sea Pines Plantation Company to Central Real Estate Investments dated February 18, 1975 and recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 226 at Page 1596, and Deed from Central Real Estate Investments to Sea Pines Plantation Company dated December 22, 1977, recorded in Deed Book 257 at Page 2037.

c) Easement Agreement recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 331 at Page 1717.

d) Beach Club Restrictions and Covenants as recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 258 at Page 253.

e) Assignment of Rights as set forth in that certain Easement and Subordination Agreement recorded in Deed Book 331 at Page 1717, as modified by that certain Tri-Party Agreement dated April 13, 1984, between American Resorts Properties, Inc., Sea Pines Plantation Company and Marriott Ownership Resorts, Inc; said Assignment of Rights recorded in Deed Book _____ at Page _____.

f) Easements as shown on the plat dated November 9, 1987, prepared by Surveying Consultants of Hilton Head Island, Inc., Terry G. Hatchell, S.C. R.L.S. #11059, and recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Plat Book 35 at Page 71.

g) Special Exception is taken to the encroachment of a stucco privacy wall for Lot 13 Red Cardinal Subdivision onto the 50' Beach Access.

500

PARCEL A-21

SOUTH BEACH POOL AND PLAYGROUND AREA

a) Easements, etc. as reflected on the plats recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 24 at Page 49, Plat Book 27 at Page 29 and Plat Book 29 at Page 14.

b) Declaration of Rights, Restrictions, Conditions, etc. Which Constitute Covenants Running with certain Lands of the Hilton Head Company as set forth in the instrument recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 78 at Page 306 and as amended.

c) Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc. Which Constitute Covenants Running With Certain Lands of the Sea Pines Land Company dated August 20, 1967, recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 150 at Page 41 and as amended.

d) Declaration of Rights, Restrictions, Easements, set-back lines, rights-of-way, options, conditions, etc. as recorded in Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 176 at Page 203 amended in Deed Book 182 at Page 260, Deed Book 443 at Page 67, re-recorded in Deed Book 435 at Page 532, and as amended.

e) Declaration of Covenants and Restrictions dated September 22, 1975, recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 232 at Page 937.

f) Additional Consent regarding Traffic Control as recorded in said Office of the Register of Mesne Conveyance in Beaufort County in Deed Book 453 at Page 1625.

g) Easements contained in Memorandum of Contract of Sale between Sea Pines Plantation Company and Ned E. Gilleland recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 308 at Page 806.

h) Easements contained in Deed from Sea Pines Plantation Company to South Beach Marina Village recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 385 at Page 1224.

i) Easements contained in Deed from Sea Pines Plantation Company to Arthur R. Ashe, Jr. recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 235 at Page 644.

501

PARCEL A-28

PLANTATION CLUB DRIVING RANGE

a) Easements as indicated on plats recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Plat Book _____ at Page _____.

b) Declaration of Rights, Restrictions, Conditions, etc. Which Constitute Covenants Running with certain Lands of the Hilton Head Company as set forth in the instrument recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 78 at Page 306 and as amended.

c) Golf Facilities Use and Access Agreement recorded in said Office of the Register of Mesne Conveyance in Beaufort County, South Carolina in Deed Book 477 at Page 1276 and as amended.

A S & P/J P S

RECORDED THIS 23rd DAY
OF November 1987
IN BOOK 7 PAGE 618
FEES, $
Mary Alice Graziose
AUDITOR, BEAUFORT COUNTY, S. C.

BEAUFORT COUNTY S.C. FILED 4:47 P NOV 17 1987 BOOK 496 PAGE 415
S Floyd Delton
REGISTER OF MESNE CONVEYANCE

32

The Sea Pines Resort

June 19, 2017

Dear Sea Pines Residents,

We believe there is considerable misinformation being circulated regarding Sea Pines Resort's Right of Repurchase and the proposed swimming pool in Harbour Town. We would like to clarify this misinformation.

The Right of Repurchase has been included in the Sea Pines Covenants for more than 40 years. It only applies when an owner wants to sell a property in Sea Pines. The Resort cannot force or compel residents to sell their property.

The Harbour Town area has many individual residential property owners. Sea Pines Resort currently has no interest in purchasing individual condominiums in the Harbour Town area. Further, we believe it would be nearly impossible to assemble any significant number of sellers to create a manageable property. Therefore, Harbour Town property owners should not be concerned about the Right of Repurchase.

Sea Pines Resort prides itself on being a good community citizen. We have absolutely no interest in depriving any seller of their fair market value. In the event the Resort has an interest in purchasing residential property, we are working with homeowners to assure them of full value and possibly even a premium value if they choose to sell. Our purchase offers assure value plus other significant benefits to the seller. We would be pleased to confirm these benefits through an impartial and qualified independent review. The Resort believes its purchase proposal is a huge benefit to sellers, not a liability.

We do have plans to improve the retail stores and other commercial areas in Harbour Town. We will continue to acquire commercial property in Harbour Town when and if it becomes available and we can work out acceptable terms with the current owner. Once again, we believe sellers of commercial property should consider this process as a benefit for multiple reasons.

We are also planning to build a new world-class swimming pool complex in the Harbour Town area which we expect will be very popular especially with families. Our planning includes market priced memberships available to Sea Pines property owners. The details of the swimming pool including the construction costs, operating expenses and the price of the memberships have not yet been determined.

We hope this letter answers your concerns. We have a long-term commitment to Sea Pines and to being a good neighbor and community citizen. We hope you share our excitement about the future of Sea Pines.

Sincerely,

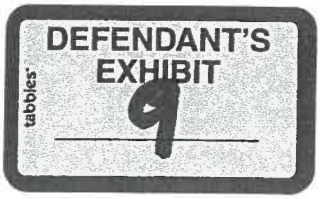
Matthew T. Goodwin
Chairman

Steven P. Birdwell
President

The Sea Pines Resort • 32 Greenwood Drive • Hilton Head Island, SC 29928
(843) 785-3333 • Toll Free (866) 561-8802 • Fax (843) 842-1475 • www.seapines.com

PENGAD 800-631-6989 PLAINTIFF'S EXHIBIT NO. 34





Return To:
Danny Dennison
Sea Pines Resort, LLC
32 Greenwood Drive
Hilton Head Island, SC 29928
fax: (843) 842-1907
ddennison@seapines.com

cc:
CSA Administrative Offices
ATTN: Santonia Chisolm
175 Greenwood Drive
Hilton Head Island, SC 29928
fax: (843) 671-4027

REQUEST FOR WAIVER and/or ASSESSMENTS

DATE: April 13, 2017

ATTORNEY: Law Office of Michael W. Mogil ATTN: Sarah
2 Corpus Christie Place, Ste. 303
Hilton Head Isl, SC 29928

Phone: 843-785-8110
Fax: 843-785-9676

REPRESENTING: SELLER: _____ PURCHASER: X

CLOSING DATE: TBD

REAL ESTATE BROKER: None

LEGAL ADDRESS: Shop 6 & 8 Mariners Way HPR LXIV, Harbour Town

BEAUFORT COUNTY PROPERTY IDENTIFICATION NUMBER:

DISTRICT: 550 MAP: 17 PARCEL: 1093 BLOCK: 006 & 008

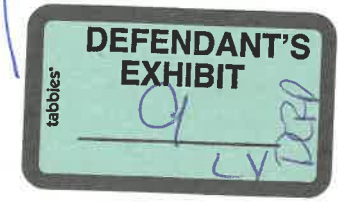
SELLER: Lynda Johnson and Charles Giannone
address 1
address 2
city state zip

PURCHASER: Bittmint, LLC
130 Arrow Road, Suite 103A
Hilton Head Island, SC 29928

SALES PRICE: 580,000.00

HOME: n/a FURNISHED: n/a UNFURNISHED: _____ LOT: _____

This form must be received by Real Estate Administration no less than 30 business days prior to the proposed closing date. Processing this request starts at that time but his form may be submitted earlier. Any information omitted or inaccurate (i.e. property description) will delay processing. Waiver and assessments will be mailed to requesting attorney. The above referenced property is hereby offered for sale to the company pursuant to the same terms & price contained in the current contract of sale with the bona fide purchaser (s) referenced above. It is hereby understood by all parties that the company has thirty (30) business days from receipt of this offer in which to determine its re-purchase option.



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Oct 03 2023
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas
The Honorable Bentley D. Price, Circuit Court Judge

Circuit Court Case No. 2017-CP-07-01057
Appellate Case No. 2022-000867

Bittmint LLC and Harbour Town Surf Shop LLC.....Appellants,

v.

Lynda H. Johnson, Charles S. Giannone, and Sea Pines Resort, LLC,
.....Respondents.

CERTIFICATE OF COUNSEL

Pursuant to Rule 210, SCACR, I certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

Respectfully submitted,

FORD WALLACE THOMSON LLC

s/Ainsley F. Tillman
Ainsley F. Tillman, SC Bar No. 70551
Ainsley.Tillman@FordWallace.com
715 King Street
Charleston, SC 29403
(843) 277-2011

August 28, 2022
Charleston, South Carolina