THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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S.C. SUPREME COURT

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Edgar W. Dickson, Circuit Court Judge

Appellate Case No. 2020-000986

The Protestant Episcopal Church in the Diocese of South Carolina, *et al.*, Respondents,

v.

The Episcopal Church (a/k/a, The Protestant Episcopal Church in the United States of America); The Episcopal Church in South Carolina, Appellants.

RECORD ON APPEAL – Volume XVI

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WITNESS Grantor/s' hand and seal this 31st day of May, 2000.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness #1

Harry R. Easterling — Grantor

Witness #2

Grantor

FILED, RECORDED, INDEXED
Recording Fees 10.00 — State Fees 0.00 — Grantor
County Fees 0.00 — Pages 4
Clerk of Court
Gillian B. Featherbank

Grantor

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF Marlboro)

I Harry R Easterling, Jr. (insert name of notary), do hereby certify that Harry R. Easterling personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 31st day of, May, 2000.

[SEAL]
Notary Public for South Carolina
My Commission Expires: 09/09/2002

0005794 Bk: 0410 Pg: 0292

STATE OF SOUTH CAROLINA)

AFFIDAVIT

COUNTY OF MARLBORO)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. Property located at: 400 Fayetteville Avenue, Bennettsville, SC
2. Map Number: 32-49-02-028
3. Transferred from: Harry R. Easterling;
4. Transferred to: Vestry of St. Paul's Episcopal Church,
5. Date: 31st day of May, 2000

The transaction was (Check one):

___ an arm's length real property transaction and the sales price paid or to be paid in; money or money's worth was $ ____.

___ not an arm's length real property transaction and the fair market value of the property is $ ____.

X the above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et. seq. Because the deed is (12) trasnfer to confirm title in Grantee for no additional consideration.

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Buyer. I further understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent Affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Purchaser, Legal Representative of the Purchaser, or other Responsible Person Connected with the Transaction

SWORN to before me this 31st day of May, 2000.

Notary Public for SC (L.S.)

My commission expires 5/20/2006

FILED, RECORDED, INDEXED
MARLBORO COUNTY, SOUTH CAROLINA
Rec Fees $8.00 St Fees $.50
Co Fees $.50 Pages 4
Clerk of Court
William B. Fairbank

0005794 Bk: 0410 Pg: 0293

EXHIBIT 4

TITLE TO REAL ESTATE - FORM 525

State of South Carolina,
COUNTY OF MARLBORO

FEE COLLECTED
COUNTY STAMPS 53.35
STATE STAMPS 120.10

Know All Men By These Presents, That We, Dr. William E. Altman and Mary J. Altman, hereinafter "Grantors"

In the State aforesaid for and In consideration of the sum of Forty Eight Thousand Five Hundred and 00/100 ($48,500.00) DOLLARS to us paid by The Wardens and Vestrymen of St Paul's Parish of the Episcopal Church of Bennettsville, SC 29512 in the State aforesaid, 305 Fayetteville, Bennettsville, SC the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, by these presents do grant, bargain, sell and release unto the said
Ella Reese Hinson and Julian Fowler as wardens, Anne Hincey, Trisha Collins, Harry R. Easterling, Jr., Edith Furman, Luther Page, Dolton Powers, Mary Hope Rogers, Liz Stubbs, Mike Winburn, and Tommy Woodle as vestrymen of St. Paul's Parish of the Episcopal Church of Bennettsville, South Carolina, their successors and assigns:

"All of that certain piece, parcel and lot of land situate in the County and State aforesaid on Fayetteville Avenue in the City of Bennettsville being more particularly described in the deed of J.B. Maxwell to Annie B. Maxwell recorded in Deed Book 39 at Page 236 in the office of the Clerk of Court for Marlboro County as follows:

"All that certain piece, parcel or lot of land and dwelling and building thereon situate, on Fayetteville Avenue, in the Town of Bennettsville, County and State aforesaid, and bounded generally on the North by Fayetteville Avenue, East by St. Paul's Episcopal Church lot, South by lot of Mrs. Maud Rowe and West by property of Mrs. E.A. Hamer, and more particularly described as follows: Beginning at the outer edge of an iron piping located on Fayetteville Avenue at the dividing line between this lot and the St. Paul Episcopal Church Lot and running West One hundred twelve feet, two inches (112'2"), more or less, to the outer edge of another iron piping located said Avenue; thence in a Southernly (sic) direction One hundred seventy feet

22344 12/23/1996 03:31P Bk 355 Pg 188

EXHIBIT SPB-313-00096

and four inches (170'4"), more or less, to iron piping located at the corner of this lot owned by Mrs. H.A. Hamer, et al; thence in an Easterly direction One hundred twelve feet, more or less, to the line of lot of Episcopal Church; thence in a Northerly direction one hundred and forty-six (146') feet, more or less to the beginning corner'."

"All of that certain piece, parcel and lot of land situate in the County and State aforesaid in the City of Bennettsville joining the property described above on the South being more particularly described in the deed of J.B. Maxwell to Annie B. Maxwell recorded in Deed Book 37 at Page 148 in the office of the Clerk of Court for Marlboro County as follows:

'All that certain piece, parcel or lot of land lying and being situate in the County of Marlboro and State of South Carolina, fronting West on Parsonage Street, beginning at the corner of Mrs. Rowe's lot and running with a line with Mrs. Rowe's lot in an easterly direction to the line of the Episcopal Rectory lot thence in a southerly direction 82' 4" to a stake, thence in a westerly direction about one hundred and ninety seven feet (197') to a corner on Parsonage Street, thence with Parsonage Street in a Northerly direction to the beginning corner. This being the same lot conveyed to me by Martha Hamer on the thirteenth day of April, 1918, and the said deed recorded in book 24 at page 251 in the office of the Clerk of Court for Marlboro County is made a part of this deed for a more particular description'."

LESS HOWEVER:

"All of that certain piece, parcel or lot of land heretofore conveyed to Martha B. Timmons by deed of Annie B. Maxwell recorded in Deed Book 37 at Page 393 in the office of the Clerk of Court for Marlboro County and described therein as follows:

'Fronting West on Parsonage Street on a line with a lot of Mrs. Herring and bounded on the South by lot of Mrs. Herring and

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 Ella Reese Hinson and Julian Fowler as Wardens, Anne Hincey, Trisha Collins, Harry R. Easterling, Jr., Edith Furman, Luther Page, Delton Powers, Mary Hope Rogers, Liz Stubbs, Mike Winburn, and Tommy Woodle as Vestrymen of St. Paul's Parish of the Episcopal Church of Bennettsville, South Carolina, their successors and Assigns forever.

And Grantor do hereby bind themselves, our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Ella Reese Hinson and Julian Fowler as Wardens, Anne Hincey, Trisha Collins, Harry R. Easterling, Jr., Edith Furman, Luther Page, Delton Powers, Mary Hope Rogers, Liz Stubbs, Mike Winburn, and Tommy Woodle as Vestrymen of St. Paul's Parish of the Episcopal Church of Bennettsville, South Carolina, their successors and Assigns, against us and our Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS our Hand and Seal this 16th day of December in the year of our Lord one thousand nine hundred and Ninety-Six and in the two hundred and Twenty-First year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the presence of:

(SEAL)

(SEAL)

22344 12/23/1996 03:31P B: 355 P: 169
Charlie B. Usher Jr. Clerk of Court Marlboro Cty

STATE OF SOUTH CAROLINA,
Marlboro County

Personally appeared before me the undersigned witness and made oath that s/he saw the within named Grantors sign, seal and as their act and deed, deliver the within written Deed for the uses and purposes therein mentioned, and that he, with the other witness witnessed the execution thereof.

SWORN to before me this 16th day of December 1996

Notary Public of S. C. (L.S.)

My Commission expires 9-14-98

running from the beginning point in an eastern direction 160 feet; thence in a northern direction 69'5" in a line that is parallel to Parsonage Street; thence in a westerly (sic) direction 160 feet to Parsonage Street; thence with Parsonage 69'6" to the beginning point. This being a portion of that property conveyed to Annie B. Maxwell by J.B. Maxwell by his deed dated the 27th day of June, 1925, recorded in deed book 37 at page 148'."

Being the property conveyed to Frances H. McIntyre by deed of Leonard J. Maxwell dated November 13, 1981 and recorded in the office of the Clerk of Court for Marlboro County in Deed Book 185 at Page 59.

Marlboro County Tax Map 32-49-02-041.

For further description see plat entitled "St. Paul's Episcopal Church, Bennettsville, S.C." dated December 17, 1996, prepared by J. H. Jackson, III, P.L.S. and recorded in the office of the Clerk of Court for Marlboro County in Plat Book 51 at Page 210.

FILED
96 DEC 23 P3:34
CHARLIE B. USHER JR.
CLERK OF COURT
MARLBORO COUNTY

22344 12/23/1996 03:51P Bk 355 Pg 170
Charlie B. Usher Jr. Clerk of Court Marlboro Cty

EXHIBIT 5

145.60 61.60

STATE OF SOUTH CAROLINA TITLE TO REAL ESTATE

COUNTY OF MARLBORO

KNOW ALL MEN BY THESE PRESENTS, That I, Charlton J. Rogers

(hereinafter whether singular or plural the "Grantor")

in the State aforesaid, for and in consideration of the sum of Fifty Six Thousand and 00/100 ($56,000.00) Dollars

to the Grantor paid by Anne Darby Hanship & Mike Winburn as Wardens, Bonnie Winburn, Anne Hincy, Delton Powers, Ella Reese Hinson, Luther Page, Harry R. Easterling, Jr., Bobby Avant, Edith Furman, Tommy Hoodle, and Jimmy Carol Avant as Vestrymen of St. Paul's Parish of the Episcopal Church of Bennettsville, South Carolina, 306 Fayetteville Avenue, Bennettsville, SC 29512

(hereinafter whether singular or plural the "Grantee") has granted, bargained, sold and released, and by these presents does grant bargain, sell and release unto the said Anne Darby Hanship & Mike Winburn as Wardens, Bonnie Winburn, Anne Hincy, Delton Powers, Ella Reese Hinson, Luther Page, Harry R. Easterling, Jr., Bobby Avant, Edith Furman, Tommy Hoodle, and Jimmy Carol Avant as Vestrymen of St. Paul's Parish of the Episcopal Church of Bennettsville, South Carolina, their successors and assigns:

"All that certain piece, parcel or lot of land, with improvements thereon, lying and being situate on John Street in the City of Bennettsville, County of Marlboro, State of South Carolina, shown and delineated as Lot "A" on a plat of property of Charlton John Rogers made November 22, 1975 by J. H. Whitley, P.E. & L.S. and recorded in Plat Book 39 Page 104 in the office of the Clerk of Court for Marlboro County, South Carolina.

For a more complete description reference is directed to the above mentioned plat."

Being the property conveyed to L. Grady Rogers by deed of Mrs. Mary B. John dated January 16, 1947 and recorded in Marlboro County Deed Book 57 at Page 534. L. Grady Rogers died May 16, 1965 intestate while a resident of Marlboro County South Carolina and the property was inherited by his wife Charlton J. Rogers, and his daughter Charlton R. Breeden, which can be seen with reference to Marlboro county Probate File Apartment 149 at package 40. Charlton R. Breeden conveyed her one-half undivided interest to her mother Charlton J. Rogers by deeds recorded in Marlboro County Deed Book 216 at pages 249 and 252.

Tax Map # 32-49-02-032

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 Anne Darby Hanship & Mike Winburn as Wardens, Bonnie Winburn, Anne Hincy, Delton Powers, Ella Reese Hinson, Luther Page, Harry R. Easterling, Jr., Bobby Avant, Edith Furman, Tommy Hoodle, and Jimmy Carol Avant as Vestrymen of St. Paul's Parish of the Episcopal Church of Bennettsville, South Carolina, and their successors and assigns forever.

And the Grantor does hereby bind herself, her Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said Grantees and the Grantees' Successors and Assigns, against the Grantor and the Grantor's Heirs and Assigns, and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

16416

BOOK 335 PAGE 089

EXHIBIT SPB-313-00097

WITNESS the Hand and Seal of the Grantor this 19th day of June in the year of our Lord one thousand nine hundred and ninety five and in the two hundredth and nineteenth year of the Sovereignty and Independence of the United States of America.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF

Witnesses

Ann C. Jackson

Harry K. Easterling

Charlton J. Rogers (SEAL)

Charlton J. Rogers

STATE OF South Carolina)
)
Marlboro COUNTY)

PERSONALLY appeared before me the undersigned witness and made oath that s/he was the within named Grantor sign, seal and, as the Grantor's act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this)
19th day of June, 1995)
Harry K. Easterling (L.S.))
Notary Public of S.C.)
My Commission Expires 6/14/98)

Ann C. Jackson
Witness

(Affix Seal Here)

FILED
95 JUN 19 P4:32
CHARLIE B. USHER, JR.
CLERK OF COURT
MARLBORO COUNTY, S.C.

BOOK 335 PAGE 090

EXHIBIT 6

15.40 15.40

STATE OF SOUTH CAROLINA TITLE TO REAL ESTATE

COUNTY OF MARLBORO

KNOW ALL MEN BY THESE PRESENTS, That I, Charlton J. Rogers

(hereinafter whether singular or plural the "Grantor")

in the State aforesaid, for and in consideration of the sum of Fourteen Thousand and 00/100 ($14,000.00) Dollars

to the Grantor paid by Anne Darby Hanship & Mike Winburn as wardens, Bonnie Winburn, Anne Hincy, Delton Powers, Ella Reese Hinson, Luther Page, Harry R. Easterling, Jr., Bobby Avent, Edith Furman, Tommy Woodle, and Jimmy Carol Avent as vestrymen of St. Paul's Parish of the Episcopal Church of Bennettsville, South Caroline, 306 Fayetteville Avenue, Bennettsville, SC 29512

(hereinafter whether singular or plural the "Grantee") has granted, bargained, sold and released, and by these presents does grant bargain, sell and release unto the said Anne Darby Hanship & Mike Winburn as wardens, Bonnie Winburn, Anne Hincy, Delton Powers, Ella Reese Hinson, Luther Page, Harry R. Easterling, Jr., Bobby Avent, Edith Furman, Tommy Woodle, and Jimmy Carol Avent as vestrymen of St. Paul's Parish of the Episcopal Church of Bennettsville, South Carolina, their successors and assigns:

"All that certain piece, parcel or lot of land, with improvements thereon, lying and being situate on John Street in the City of Bennettsville, County of Marlboro, State of South Carolina, shown and delineated as Lot "B" on a plat of property of Charlton John Rogers made November 22, 1975 by J. H. Whitley, P.E. & L.S. and recorded in Plat Book 38 Page 104 in the office of the Clerk of Court for Marlboro County, South Carolina.

For a more complete description reference is directed to the above mentioned plat."

Being the property conveyed to L. Grady Rogers by deed of Mrs. Mary B. John dated January 16, 1947 and recorded in Marlboro County Deed Book 57 at Page 534. L. Grady Rogers died May 16, 1965 intestate while a resident of Marlboro County South Carolina and the property was inherited by his wife Charlton J. Rogers, and his daughter Charlton R. Breeden, which can be seen with reference to Marlboro county Probate File Apartment 149 at package 40. Charlton R. Breeden conveyed her one-half undivided interest to her mother Charlton J. Rogers by deeds recorded in Marlboro County Deed Book 216 at pages 249 and 252.

Tax Map # 32-49-02-033

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 Anne Darby Hanship & Mike Winburn as wardens, Bonnie Winburn, Anne Hincy, Delton Powers, Ella Reese Hinson, Luther Page, Harry R. Easterling, Jr., Bobby Avent, Edith Furman, Tommy Woodle, and Jimmy Carol Avent as vestrymen of St. Paul's Parish of the Episcopal Church of Bennettsville, South Carolina, and their successors and assigns forever.

And the Grantor does hereby bind herself, her Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said Grantees and the Grantees' Successors and Assigns, against the Grantor and the Grantor's Heirs and Assigns, and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

BOOK 335 PAGE 091 16417

EXHIBIT SPB-313-00098

WITNESS the Hand and Seal of the Grantor this 19th day of June in the year of our Lord one thousand nine hundred and ninety five and in the two hundredth and nineteenth year of the Sovereignty and Independence of the United States of America.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF

Witnesses

Susan C. Jackson

Harry K. Easterling

Charlton J. Rogers (SEAL)

STATE OF South Carolina)
)
Marlboro COUNTY)

PERSONALLY appeared before me the undersigned witness and made oath that s/he was the within named Grantor sign, seal and, as the Grantor's act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this 19th day of June, 1995

Harry K. Easterling (L.S.)
Notary Public of S.C.
My Commission Expires 6/4/98

Susan C. Jackson
Witness

(Affix Seal Here)

FILED
'95 JUN 19 P4:32
CHARLIE D. USHER, JR.
CLERK OF COURT
MARLBORO COUNTY, S.C.

BOOK 335 PAGE 092

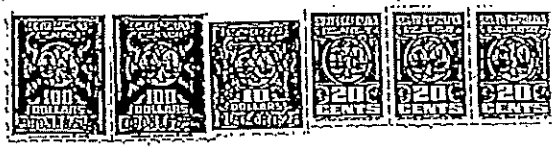
EXHIBIT 7

210.60 99.10

TITLE TO REAL ESTATE
The R. L. Bryan Company, Columbia, S.C. Was

State of South Carolina,

COUNTY OF MARLBORO



Know All Men by These Presents, That We, Stephen W. Quick and Jane P. Quick,
(hereinafter whether singular or plural the "Grantor")

ASSESSOR'S I.D. 37-42-03-18

NOV 3 1 93

in the State aforesaid, for and in consideration of the sum of EIGHTY-ONE THOUSAND AND NO/100 ($81,000.00) ---------- Dollars to the Grantor paid by W.H. Collins, David Graham, H.E. Avent, Jimmy Carol Avent, Harriet Drake, Edith Furman, W.A. Hinson, Jr., John H. Jackson, III, Kay Johnson, Anne Darby Manship, Luther Page, Mary Hope Rogers, Bonnie Winburn, Wardens and Vestrymen of St. Paul's Episcopal Church, their successors and assigns, P. O. Box 587, Bennettsville, S.C., 29512 (hereinafter whether singular or plural the "Grantee") has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said W.H. Collins, David Graham, H.E. Avent, Jimmy Carol Avent, Harriet Drake, Edith Furman, W.A. Hinson, Jr., John H. Jackson, III, Kay Johnson, Anne Darby Manship, Luther Page, Mary Hope Rogers, Bonnie Winburn, Wardens and Vestrymen of St. Paul's Episcopal Church, their successors and assigns, the following described property:

"All that certain piece, parcel or lot of land lying and being situate in the City of Bennettsville, County and State aforesaid, shown and designated on a plat entitled "PLAT OF LOT - JANE P. & STEPHEN W. QUICK" made by John H. Jackson, III, P.L.S., dated July 20, 1988, and recorded in Plat Book 42 at page 139 in the office of the Clerk of Court for Marlboro County, to which reference is hereby craved for a more complete description as to metes, courses and bounds.

Said lot fronts 169.2 feet on S. Everett Street and is bounded generally on the North by property of Mary Mc. Lynch; on the East by S. Everett Street; on the South by properties of S.C.N.B., James Grant, Ellen H. Hargrave, and Charles Boan; and on the West by property of Mary Lynch.

EXHIBIT 1 SPB-313-00099

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, W.H. Collins, David Graham, H.E. Avent, Jimmy Carol Avent, Harriet Drake, Edith Furman, W.A. Hinson, Jr., John M. Jackson, III, Kay Johnson, Anne Darby Manship, Luther Page, Mary Hope Rogers, Bonnie Winborn, Wardens & Vestrymen of St. Paul's Episcopal Church, their successors and assigns.

And the Grantor does hereby bind themselves and their Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Heirs and Assigns, against the Grantor and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Hand and Seal of the Grantor this 30th *day of* August *in the year of our Lord one thousand nine hundred and* ninety-three *and in the two hundredth and* eighteenth *year of the Sovereignty and Independence of the United States of America.*

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Stephen P. Quick (SEAL)

Jane P. Quick (SEAL)

BOOK 311 PAGE 110

STATE OF SOUTH CAROLINA }
MARLBORO COUNTY. }

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Grantor sign, seal and, as the Grantor's act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this 30th day of August, 19 93

Notary Public of S.C. (L.S.)

My Commission Expires: 3-25-2003

Witness

FILED
93 AUG 30 PM 12:52
CHARLIE BUSHNUNG
CLERK OF COURT
MARLBORO COUNTY, S.C.

EXHIBIT 8

42/327

John M. Jackson, et al. ----to---- F. G. Hollis, et al., Wardens & Vestrymen.

State of South Carolina,)
County of Marlboro.)

Know all men by these presents:

That whereas, by the canons of the Protestant Episcopal Church, the proper holding officers of property for the Church are the several wardens, vestrymen and the rector of each respective Parish thereof:

And, whereas, prior to the formal organization of St. Paul's Parish of said Church in Bennettsville, when the same was only a mission, we, John M. Jackson, William P. Breeden and Henry H. Covington, were duly constituted a board of Trustees for said mission, and as such were made the grantees in a deed from Throop Crosland to the property described below, which deed was dated and recorded Feb. 13th, 1897, in Book 4, Page 450, in the office of the Clerk of Court of Marlboro County:

And whereas, by the terms of said deed the following direct trust, among others, was created, expressed and recited therein, "That said Trustees as aforesaid, shall convey said premises to the vestrymen or other officers of said Church, and their successors in office upon such terms, and with such limitations as a majority of the members of said Church at any time after said Church has been organized, may request in writing":

And whereas, no action has ever been taken looking to said transfer, and it appears wise and expedient that such transfer to the wardens, vestrymen and rector of the Parish should now be effected, and we, the said Trustees, should thus be relieved of the responsibility of holding said premises longer:

And whereas, the said provision of the old deed above mentioned, directing and authorizing said transfer and conveyance upon written request of a majority of the members of the Parish, was duly complied with in the following written resolution passed unanimously at a meeting of the congregation of St. Paul's Parish assembled in the Church at Bennettsville in said State and County on July 3rd, 1932, "Now, be it resolved, by the members of the congregation of St. Paul's Parish duly assembled, that we do herein and hereby respectfully request in writing the said Trustees, John M. Jackson, William P. Breeden and Henry H. Covington, to forthwith execute and deliver to the present wardens, vestrymen and rector of the Parish, and their successors and assigns, a title to the said Church property consisting of .76 of an acre, as described in said old deed recorded in Book 4, Page 450, in said office, the same to be held for and in behalf of the Church as aforesaid, and with no other conditions, trusts or limitations to be expressed or imposed therein."

Now, in consideration of the same, and the proprieties thereof, and the further consideration of the sum of five dollers to us in hand paid, at and before the sealing and delivery of these presents, by F. G. Hollis and F. A. Rogers, as wardens, F. R. Crosland, W. W. Gregg, W. M. Newton, J. B. Shippey, O. R. Brown, F. H. Covington and R. P. Bellinger, as vestrymen, and Rev. O. T. Porcher, as rector of St. Paul's Parish of the Protestant Episcopal Church, of Bennettsville, S. C., the receipt of all of which is hereby acknowledged:

We do hereby grant, bargain, transfer, deliver, sell and release, and by these presents we have granted, bargained, transferred, delivered, sold and released unto the said F. G. Hollis and F. A. Rogers, as wardens, F. R. Crosland, W. W. Gregg, W. M. Newton, J. B. Shippey, O. R. Brown, F. H. Covington and R. P. Bellinger, as vestrymen, and Rev. O. T. Porcher, as rector of St. Paul's Parish of the Protestant Episcopal Church of Bennettsville, S. C., their successors and assigns: All and singular that certain piece, parcel or lot of land situate in the Town of Bennettsville, in the County and State aforesaid, beginning on the Fayetteville Road at the corner of William B. Rowe's lot and running with said Fayetteville Road N. 76½ E. 4.24 to a stake at the corner of a new street; thence with said new street S. 26. E. 1.40 to a stake at the corner of another new street; thence with said other new street S. 64. N. 4.16 to the corner of said W. B. Rowe's lot, thence with said W. B. Rowe's line N. 26, W. 2.29 to the beginning; said piece, parcel or lot of land being bounded by W. B. Rowe's lot, the Fayetteville Road, and two new streets; said lot of land containing seventy-six one hundredths (.76) of an acre.

Which description is taken from said old deed above referred to.

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

To have and to hold all and singular the said premises before mentioned unto the said F. G. Hollis, and F. A. Rogers, as wardens, F. R. Crosland, W. W. Gregg, W. M. Newton, J. B. Shippey, O. R. Brown, F. H. Covington and R. P. Bellinger, as vestrymen, and Rev. O. T. Porcher, as rector of St. Paul's Parish as aforesaid, their successors and assigns forever; in trust for and upon the sole trust, however, that the same must and shall be held accordingly for the sole use and benefit of and for and in behalf of St. Paul's Parish of the Protestant Episcopal Church of the Town of Bennettsville, in the State and County aforesaid, or whatever name or names the said Parish may be succeeded by.

Witness our hands and seals this 5th day of July, in the year of our Lord one thousand nine hundred and thirty-two, and in the one hundred and fifty-seventh year of the Sovereignty and Independence of the United States of America.

John M. Jackson (L.S.)
William P. Breeden (L.S.)
H. H. Covington (L.S.)
As Trustees of the Protestant Episcopal Church of Bennettsville, S.C.

Signed, sealed and delivered
in the presence of

A. D. Matheson
J. A. Weatherly
Witnesses as to John M. Jackson and William P. Breeden.

T. H. Wilcox, Jr.
H. H. Covington, Jr.
Witnesses as to Henry H. Covington

EXHIBIT

ROA_ 7187
SPB 622-

State of South Carolina,

County of Marlboro.

Personally appeared before me J. A. Weatherly, and made oath that he was present, and saw the within named John M. Jackson and William P. Breeden, as Trustees of the Protestant Espicopal Church of Bennettsville, S. C., sign, seal, and as their act and deed deliver the within written deed, and that he with A. D. Matheson witnessed the due execution thereof by each of said parties.

J. A. Weatherly.

Sworn to before me this 6th
day of July, A. D. 1932.

A. D. Matheson (L. S.)
Not. Public for S. C.

State of Virginia, |
City of Norfolk. |

Personally appeared before me T. H. Wilcox, Jr., who on oath says that he was present, and saw the within named Henry H. Covington, as Trustee of the Protestant Episcopal Church of Bennettsville, S. C., sign, seal, and as his act and deed, deliver the within written deed, and that he with H. H. Covington, Jr., witnessed the due execution thereof.

Sworn to before me this 3rd
day of November, A.D. 1932.

T. H. Wilcox, Jr.

J. W. Eggleston
Notary Public for the City
of Norfolk, State of Virginia.

Recorded November 8th, 1932
at 1:55 P.M.

EXHIBIT 9

0270 Mary B. John to W. P. Braden, J. A. Baison & W. H. Palmer - Trustees

The State of South Carolina,

20/396

KNOW ALL MEN BY THESE PRESENTS, THAT

I Mary B. John of Marlboro County

in the State aforesaid, for and in consideration of the sum of Three Hundred Dollars and other valuable Considerations Dollars,

to me in hand paid at and before the sealing of these Presents, by the Trustees of St. Paul's Episcopal Church of Bennettsville in said County

in the State aforesaid, (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said W. P. Braden, J. A. Baison and W. H. Palmer as trustees of said church, for the use of said Church, All that certain parcel or lot of land lying and being situate in the City of Bennettsville, in the County and State aforesaid containing Eight Thousand, four hundred, fifty two & 8/10 square feet, and described as following to wit: Beginning at the South East corner of my land near a barn belonging to Mrs. Irvin Hamer, and running thence in a northerly direction along the end of said barn, on a line parallel with Episcopal street one hundred, fifty seven & 8/10 feet to the line of the said Church Lot, thence with the line of said Church Lot in an Easterly direction, Fifty three feet & Eight inches, thence in a Southerly direction on a line parallel to Episcopal street and the first line above, One hundred, fifty seven and one half feet to the Southern line of my property, thence with a Westerly direction with line of Mrs. Irvin Hamer to the Beginning Corner.

EXHIBIT

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said W. P. Braden, J. A. Baison and W. H. Palmer as trustees as aforesaid and their successors heirs and assigns forever.

SFRDA 27-190
00584

Provided always that this deed is made by me, and accepted by the Grantee upon the express covenant that no servants or tenants house shall ever be erected upon the lot hereby conveyed.

And I do hereby bind Myself & my heirs my executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said Grantee and their successors and heirs and assigns, against me and my heirs, and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness my hand and seal, this day of in the year of our Lord one thousand nine hundred and and in the one hundred and year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF
T. D. Rogers.
Mrs Sue Johns.

Mrs. M. B. Johns (Ls)

THE STATE OF SOUTH CAROLINA,
Marlboro County

PERSONALLY appeared before me T. D. Rogers and made oath that he saw the within named Mary B. Johns sign, seal and as her act and deed, deliver the within written Deed; and that he with Mrs Sue Johns witnessed the execution thereof.

SWORN to before me, this 18 day of April A. D. 1913.
H. B. Mims N.P. (Seal)

T. D. Rogers

At the request of Mrs. M. B. Johns and to enable her to make clear title thereto I hereby release the lien of Mortgage held by me on that portion of her property within described. April 17-1913

Witness
T. D. Rogers

A. J. Matheson

THE STATE OF SOUTH CAROLINA,

Renunciation of Dower.

I,

do hereby certify unto all whom it may concern that Mrs.

wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

heirs and assigns, all her interest and estate, also all her right and claim of dower of, in, or to all and singular the premises within mentioned and released.

Given under my hand and seal, this day of Anno Domini, 191

Recorded Twenty Sixth day of April 1913

ROA_ 7191

EXHIBIT 10

State of South Carolina
Marlboro County

For value received, I hereby release and forever discharge the mortgage which I hold against Jonathan Hoddy, dated the 2nd day of January 1890 and recorded in Book Q. pp. 497-498-499 in the office of R.M.C. for said County, so that the lien thereof shall not exist upon the one hundred and thirteen acres, being the same Hoddy tract conveyed herein and remain only upon the two hundred and twenty acres originally belonging to Jonathan Hoddy before he bought the said Hoddy land herein conveyed and so that said one hundred and thirteen acres shall be clear from the said lien and mortgage for ever.

Witness my hand and seal December 28th 1896.

In presence of
Steve Livingston

A. M. Nunn (Seal)
Chas. M. Nunn attorney in fact

Recorded July 10th 1897

4/450

Thos. Ireland
Wm.
John McCaskew
William P. Brunson
Henry H. Covington
Entitled

The State of South Carolina
County of Marlboro

Whereas the mortgage of the Undersigned Executors above in the sum of Two Hundred and Sixty dollars and interest given to Jonathan Hoddy and recorded in Book Q. pp. 497-498-499 in the office of R.M.C. for said County, and which said mortgage has been duly assigned to me by said Jonathan Hoddy, and whereas said mortgage has been fully paid to me by John McCaskew, William P. Brunson and Henry H. Covington of the County and State aforesaid, as Executors of the Estate of said deceased: Now, therefore know all men by these presents, that I, Thos. Ireland, of Marlboro County, in the State aforesaid, for and in consideration of the sum of Two Hundred and Sixty dollars to me in hand paid at and before the sealing of these presents by the said John McCaskew

EXHIBIT

have granted, bargained, sold and release unto the
parties do grant, bargain, sell and release unto the
said John M. Jackson, William C. Rowland and Henry
H. Covington, trustees as aforesaid, the following described
piece, parcel or lot of land situate in the town of
Burnsville, in the county and state aforesaid;
Beginning on the "Bayshall Road" at the corner of
William B. Rowe lot and running with said "Bayshall
Road" N. 76 1/2 E. 42.4 to a stake at the corner of a new street;
thence with said new street S. 26 E. 140 to a stake at the
corner of another new street; thence with said third corner
street S. 64 W. 44.6 to the corner of said Wm. Rowe lot; thence
with said Wm. Rowe line N. 26 W. 2.2.9 to the beginning;
said piece, parcel or lot of land being bounded by Wm.
Rowe lot, the "Bayshall Road" and two new streets
which I have laid out on my adjoining property; said
lot of land containing seventy six one hundredths (76
acre. To gether with all and singular the rights and
hereditaments and appurtenances to the said
premises belonging or in anywise incidental
appertaining. To have and to hold all and singular
the said premises before mentioned unto the said
John M. Jackson, William C. Rowland and Henry H.
Covington, trustees as aforesaid, their successors
and assigns forever. In trust nevertheless, for the
use and benefit of the Protestant Episcopal Church
of the town of Burnsville in the county and
state aforesaid, by whatever name said church may
be called and in the further trust that they the
said John M. Jackson, William C. Rowland and Henry
H. Covington, trustees as aforesaid, and their successors,
shall convey the said premises to the vestry and
other officers of said church and their successors
in office upon such trusts and with such limitations
as a majority of the members of said church, at any
time after said church has been organized, may direct
or order by deed duly executed, proved and
recorded, and do hereby bind myself, my
heirs, executors and administrators to warrant and
forever defend all and singular the said premises
unto the said John M. Jackson, William C. Rowland
and Henry H. Covington, trustees as aforesaid, their
successors and assigns against myself, my
heirs and all other persons claiming or to claim
the same or any part thereof. Witness my hand
and seal this 13th day of January in the year
of our Lord one thousand eight hundred

independence of the United States of America
Signed, Sealed and delivered }
in the presence of } Thos. Coleland (Seal)
E. Claude D. Chaffin }
Frank D. Rogers }

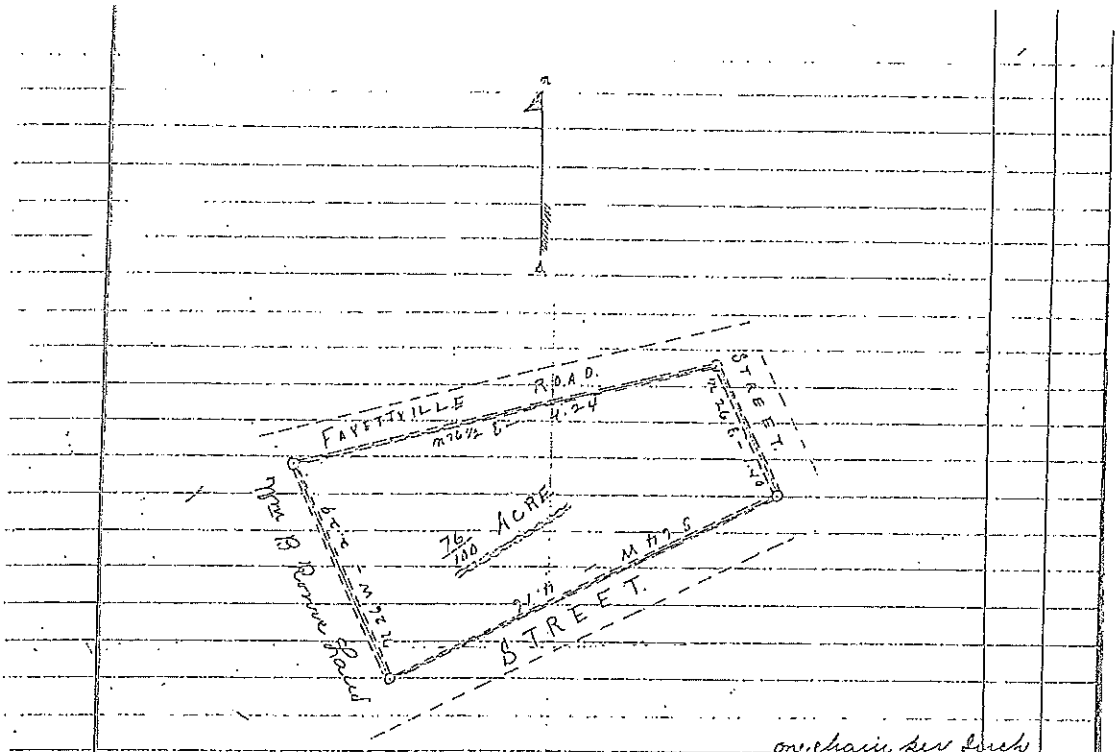
The State of South Carolina }
County of Marlboro } Personally appeared before
me E. D. Chaffin and made oath that he saw the
within named Thos. Coleland sign, seal and
as his act and deed deliver the within written
deed and that he with Frank D. Rogers witnessed
the execution thereof
Sworn to before me this } E. D. Chaffin
13th day of February 1897 }
J. A. Drake }
Clerk }

The State of South Carolina }
County of Marlboro } J. Milton McLaurin, Judge of
Probate in and for the County of Marlboro in the
State aforesaid do hereby certify unto all whom it
may concern that Mrs. M. W. Coleland wife of
the within named Thos. Coleland did this day
appear before me and upon being privately and
separately examined by me did declare that she
does freely, voluntarily and without any compul-
sion, dread or fear of any person or persons whom-
soever, renounce, release and forever relinquish
unto the within named John M. Jackson, William
P. Bruns and Henry H. Covington, Trustees, their
successors and assigns, all her interest and
estate and also all her right and claim of
dower of, in or to, all and singular the prem-
ises within mentioned and released
Given under my
hand and seal
this 13th day of
February 1897
J. Milton McLaurin (Seal)
Judge of Probate

M. W. Coleland

Recorded Feby 13th 1897.

ROA_ 7195



one chain per inch

State of South Carolina }
County of Marlboro }

Pursuant to the request of Hiram Copeland I have surveyed and laid off a certain piece parcel or lot of land situate in the Town of Bennettsville in the state and county aforesaid containing 76/100 of an acre and having such shape, form, marks and bounds as the above plat represents

Surveyed Feb. 5 1927. R. L. Brunson Surv.

Hiram Copeland }
to } Title to Real Estate
R. F. Atkins }

The State of South Carolina

Know all men by These Presents, That I, Hiram Copeland of Marlboro County in the State aforesaid in consideration of the sum of One Hundred Dollars, to me in hand paid at and before the sealing of these presents, by R. F. Atkins of Marlboro County in the state aforesaid the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said R. F. Atkins his heirs and assigns forever all that certain piece parcel or lot of land situate in the County and State aforesaid containing One fourth of

ROA_ 7196

EXHIBIT 11

Deed Preparation only

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF MARLBORO)

MARLBORO COUNTY
MAY 23 2003
ASSESSOR'S ID #
032.12.03.012
032.12.02.001, 03, 032.12.04

KNOW ALL MEN BY THESE PRESENTS, that We, Michael S. Winburn, Senior Warden and Mary Hope Rogers, Clerk of the Vestry of St. Paul's Episcopal Church, pursuant to it's bylaws and upon resolution of the Vestry at a meeting duly called, noted at which a forum attended and after a motion made, seconded and passed on April 28, 2003, hereinafter the Grantors, in the County and State aforesaid, for and in consideration of the sum of Five and No/100 ($5.00) Dollars and the formation of a non-profit corporation, to us paid by for St. Paul's Episcopal Church of Bennettsville, Inc., hereinafter the Grantee, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do hereby grant, bargain, sell and release unto the said Grantee, its successors and assigns the following described property:

SEE EXHIBIT A FOR LEGAL DESCRIPTION.

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

And the Grantors do hereby bind themselves, their successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against the Grantors and the Grantors' successors and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the Hand and Seal of the Grantors this 19th day of May in the year of our Lord two thousand three and in the two hundred and twenty-seventh year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of:

St. Paul's Episcopal Church

Michael S. Winburn (L.S.) Senior Warden
Michael S. Winburn, Senior Warden

Mary Hope Rogers (L.S.) Clerk
Mary Hope Rogers, Clerk of the Vestry

I hereby certify that the within deed has been this ___ day of MAY 22 2003 A.D. 19__ transferred on Auditor's Book ___ at page 578561

Auditor of Marlboro County, S. C.

0009061 Bk: 0455 Pg: 0338

EXHIBIT SPB-313-00094

EXHIBIT A

All of those certain pieces, parcels or lots of land, lying and being situate in the City of Bennettsville, County of Marlboro, and State of South Carolina, being fully shown and designated as Lots 1, 2, 3 and 4 on that certain plat entitled "Plat of Lots, Property of St. Pauls Episcopal Church, Bennettsville, S.C." made by J.M. Jackson, Jr., C.E. dated March 18, 1949, and recorded in the office of the Clerk of Court for Marlboro County in Plat Book 17, Page 92.

For a more complete description as to courses and distances, metes and bounds, reference is craved to the aforementioned plat which is incorporated herein.

For derivation, see deeds recorded as follows: Deed Book 4, Page 450; Deed Book 20, Page 396; and Deed Book 42, Page 327. Said deeds recorded in the office of the Clerk of Court for Marlboro County, S.C.

Tax Map No.: 032-49-02-031

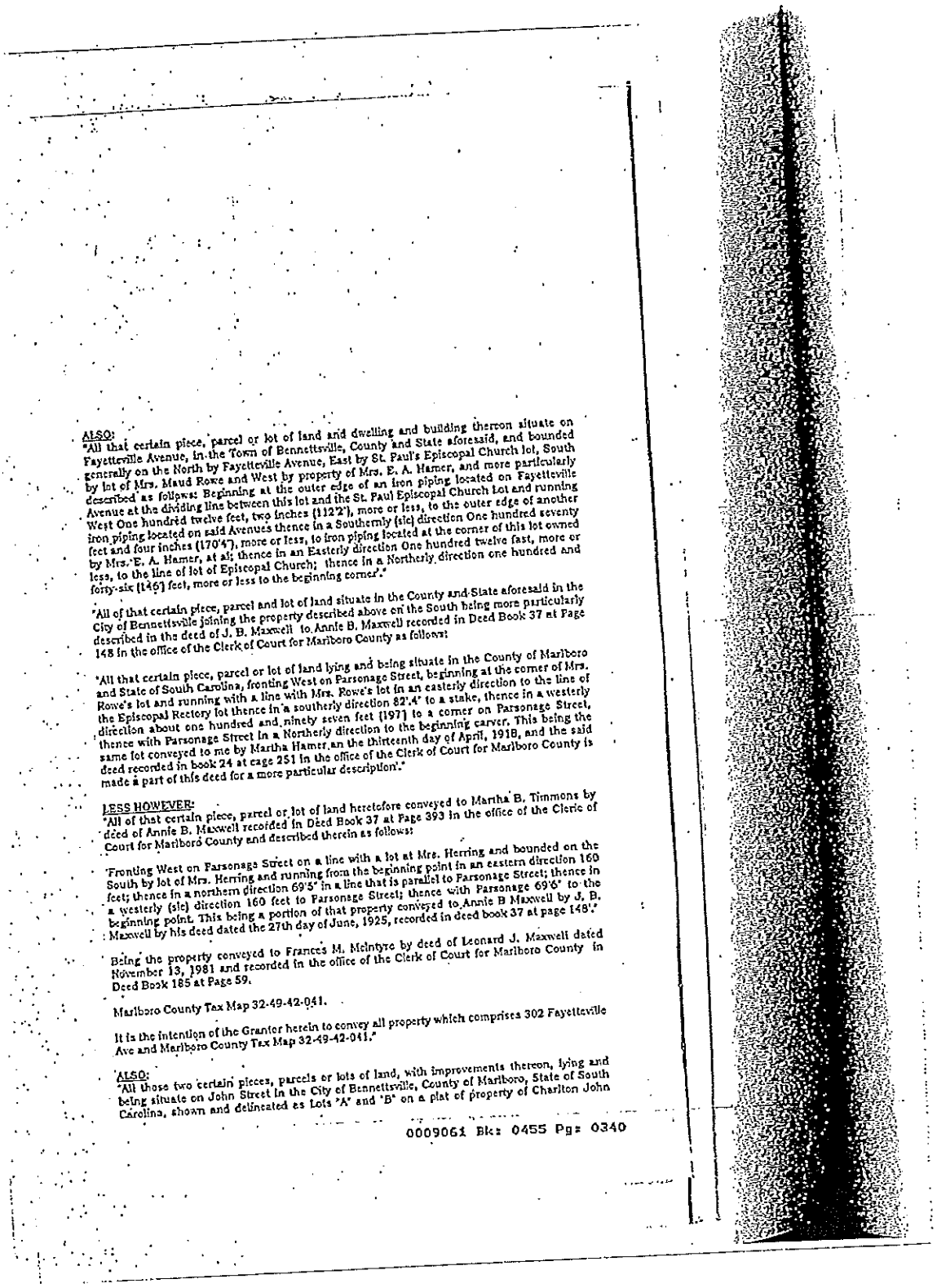
ALSO: "All that certain piece, parcel or lot of land lying and being situate in the City of Bennettsville, County and State aforesaid, shown and designated on a plat entitled "PLAT OF LOT – JANE P. & STEPHEN W. QUICK" made by John M. Jackson, III, P.L.S., dated July 20, 1988, and recorded in Plat Book 42 at page 139 in the office of the Clerk of Court for Marlboro County, to which reference is hereby craved for a more complete description as to metes, courses and bounds.

Said lot fronts 169.2 feet on S. Everett Street and is bounded generally on the North by property of Mary Mc. Lynch; on the East by S. Everett Street; on the South by properties of S.C. N.B., James Grant, Ellen M. Hargrave, and Charles Brown; and on the West by property of Mary Lynch."

This being the same property conveyed to W.H. Collins, David Graham, H.E. Avent, Jimmy Carol Avent, Harriet Drake, Edith Furman, W.A. Hinson, Jr., John M. Jackson, III, Kay Johnson, Anne Darby Manship, Luther Page, Mary Hope Rogers, Bonnie Winburn, Wardens and Vestrymen of St. Paul's Episcopal Church, by deed of Stephen W. Quick and Jane P. Quick recorded in Deed Book 311 at page 109 in the office of the Clerk of Court for Marlboro County, S.C.

Tax Map Number is 32-42-03-18.

0009061 Bk: 0455 Pg: 0339



ALSO:
"All that certain piece, parcel or lot of land and dwelling and building thereon situate on Fayetteville Avenue, in the Town of Bennettsville, County and State aforesaid, and bounded generally on the North by Fayetteville Avenue, East by St. Paul's Episcopal Church lot, South by lot of Mrs. Maud Rowe and West by property of Mrs. E. A. Hamer, and more particularly described as follows: Beginning at the outer edge of an iron piping located on Fayetteville Avenue at the dividing line between this lot and the St. Paul Episcopal Church lot and running West One hundred twelve feet, two inches (112'2"), more or less, to the outer edge of another iron piping located on said Avenues thence in a Southernly (sic) direction One hundred seventy feet and four inches (170'4"), more or less, to iron piping located at the corner of this lot owned by Mrs. E. A. Hamer, at al; thence in an Easterly direction One hundred twelve fast, more or less, to the line of lot of Episcopal Church; thence in a Northerly direction one hundred and forty-six (146) feet, more or less to the beginning corner'."

"All of that certain piece, parcel and lot of land situate in the County and State aforesaid in the City of Bennettsville joining the property described above on the South being more particularly described in the deed of J. B. Maxwell to Annie B. Maxwell recorded in Deed Book 37 at Page 148 in the office of the Clerk of Court for Marlboro County as follows:

'All that certain piece, parcel or lot of land lying and being situate in the County of Marlboro and State of South Carolina, fronting West on Parsonage Street, beginning at the corner of Mrs. Rowe's lot and running with a line with Mrs. Rowe's lot in an easterly direction to the line of the Episcopal Rectory lot thence in a southerly direction 82'.4" to a stake, thence in a westerly direction about one hundred and ninety seven feet (197) to a corner on Parsonage Street, thence with Parsonage Street in a Northerly direction to the beginning carver. This being the same lot conveyed to me by Martha Hamer an the thirteenth day of April, 1918, and the said deed recorded in book 24 at cage 251 in the office of the Clerk of Court for Marlboro County is made a part of this deed for a more particular description'."

LESS HOWEVER:
"All of that certain piece, parcel or lot of land heretofore conveyed to Martha B. Timmons by deed of Annie B. Maxwell recorded in Deed Book 37 at Page 393 in the office of the Cleric of Court for Marlboro County and described therein as follows:

'Fronting West on Parsonage Street on a line with a lot at Mrs. Herring and bounded on the South by lot of Mrs. Herring and running from the beginning point in an eastern direction 160 feet; thence in a northern direction 69'5" in a line that is parallel to Parsonage Street; thence in a westerly (sic) direction 160 feet to Parsonage Street; thence with Parsonage 69'6" to the beginning point. This being a portion of that property conveyed to Annie B Maxwell by J. B. Maxwell by his deed dated the 27th day of June, 1925, recorded in deed book 37 at page 148'."

Being the property conveyed to Frances M. McIntyre by deed of Leonard J. Maxwell dated November 13, 1981 and recorded in the office of the Clerk of Court for Marlboro County in Deed Book 185 at Page 59.

Marlboro County Tax Map 32-49-42-041.

It is the intention of the Grantor herein to convey all property which comprises 302 Fayetteville Ave and Marlboro County Tax Map 32-49-42-041."

ALSO:
"All those two certain pieces, parcels or lots of land, with improvements thereon, lying and being situate on John Street in the City of Bennettsville, County of Marlboro, State of South Carolina, shown and delineated as Lots "A" and "B" on a plat of property of Charlton John

0009061 Bk: 0455 Pg: 0340

Rogers made November 22, 1976 by J. E. Whitley, P. E. & L.S. and recorded in Plat Book 39 Page 104 in the office of the Clerk of Court for Marlboro County, South Carolina.

For a more complete description reference is directed to the above mentioned plat."

The above description is taken from the deeds of Charlton J. Rogers to St. Paul's Episcopal Church and recorded in Deed Book 335, Page 89 and Page 91 in the office of the Clerk of Court for Marlboro County, S.C.

Marlboro County Tax Map Nos: 32-49-02-032 AND 32-49-02-033.

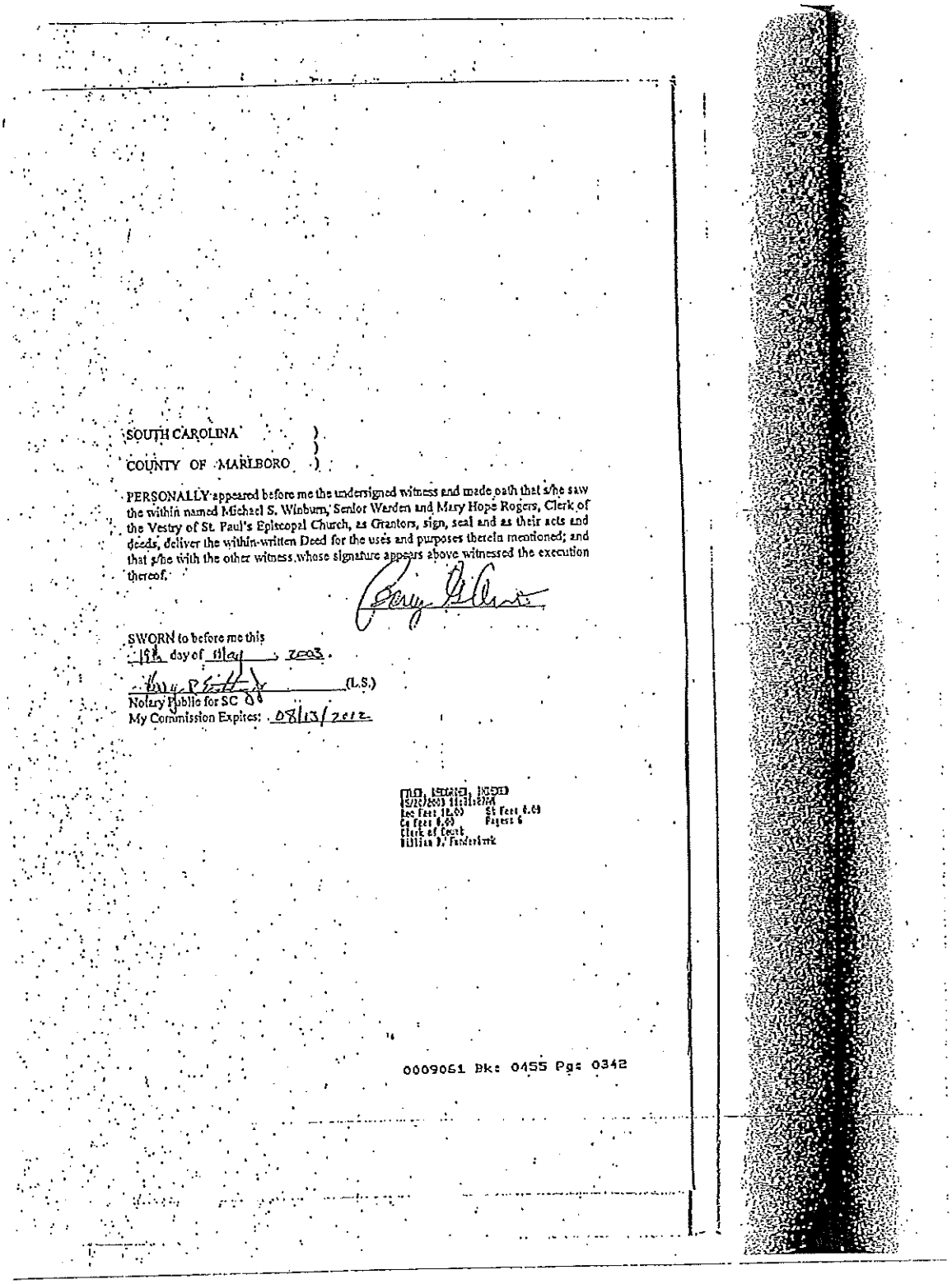
All that certain piece, parcel or lot of land lying and being situate in the Town of Bennettsville, County of Marlboro, State of South Carolina, being bounded on the North by Fayetteville Avenue; on the East by property of Margaret Richaud Kelley; on the South by property of C.C. Griffin and on the West by John Street, being shown and designated as Lots A & B on a plat by J. H. Whitley P.E. & L.S., dated May 16, 1977, and recorded May 20, 1977 in the Office of the Clerk of Court for Marlboro County in Plat Book 33 at Page 313, reference being had to said plat for a more complete description.

This being the same property conveyed to the Secretary of Veterans Affairs by Special Referee's Deed dated October 25, 1999, and recorded in the Office of the Clerk of Court for Marlboro County on November 10, 1999, in Book 0501, at Page 0215.

Being the same property conveyed to St. Paul's Episcopal Church by Deed of Harry R. Easterling recorded in Deed Book 410, Page 290.

Marlboro County Tax Map No.:032-49-02-028

0009061 Bk: 0455 Pg: 0341



SOUTH CAROLINA)
)
COUNTY OF MARLBORO)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Michael S. Winburn, Senior Warden and Mary Hope Rogers, Clerk of the Vestry of St. Paul's Episcopal Church, as Grantors, sign, seal and as their acts and deeds, deliver the within-written Deed for the uses and purposes therein mentioned; and that s/he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
16th day of May, 2003.

(L.S.)
Notary Public for SC
My Commission Expires: 08/13/2012

FILED, RECORDED, INDEXED
05/22/2003 11:11:27AM
Rec Fees 11.00 St Fees 6.00
Co Fees 6.00 Pages 6
Clerk of Court
William D. Funderburk

0009061 Bk: 0455 Pg: 0342

STATE OF SOUTH CAROLINA)

COUNTY OF MARLBORO)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. Property located at: properties on Fayetteville Ave., John St. and South Everett Street, Bennettsville, SC 32-49-02-028
2. Map Number: 32-49-02-041; 32-49-02-033; 32-49-02-032; 32-49-02-018; 32-49-02-051
3. Transferred from: Michael S. Winburn, Senior Warden and Mary Hope Rogers, Clerk of the Vestry
4. Transferred to: St Paul's Episcopal Church of Bennettsville, Inc.
5. Date 5/19/2003

The transaction was (Check one):

___ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was _____.

___ not an arm's length real property transaction and the fair market value of the property is $ _____.

_X_ the above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et. seq. Because the deed is a transfer for the purpose of creating a non-profit corporation.

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Buyer. I further understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent Affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Mary Hope Rogers, Clerk

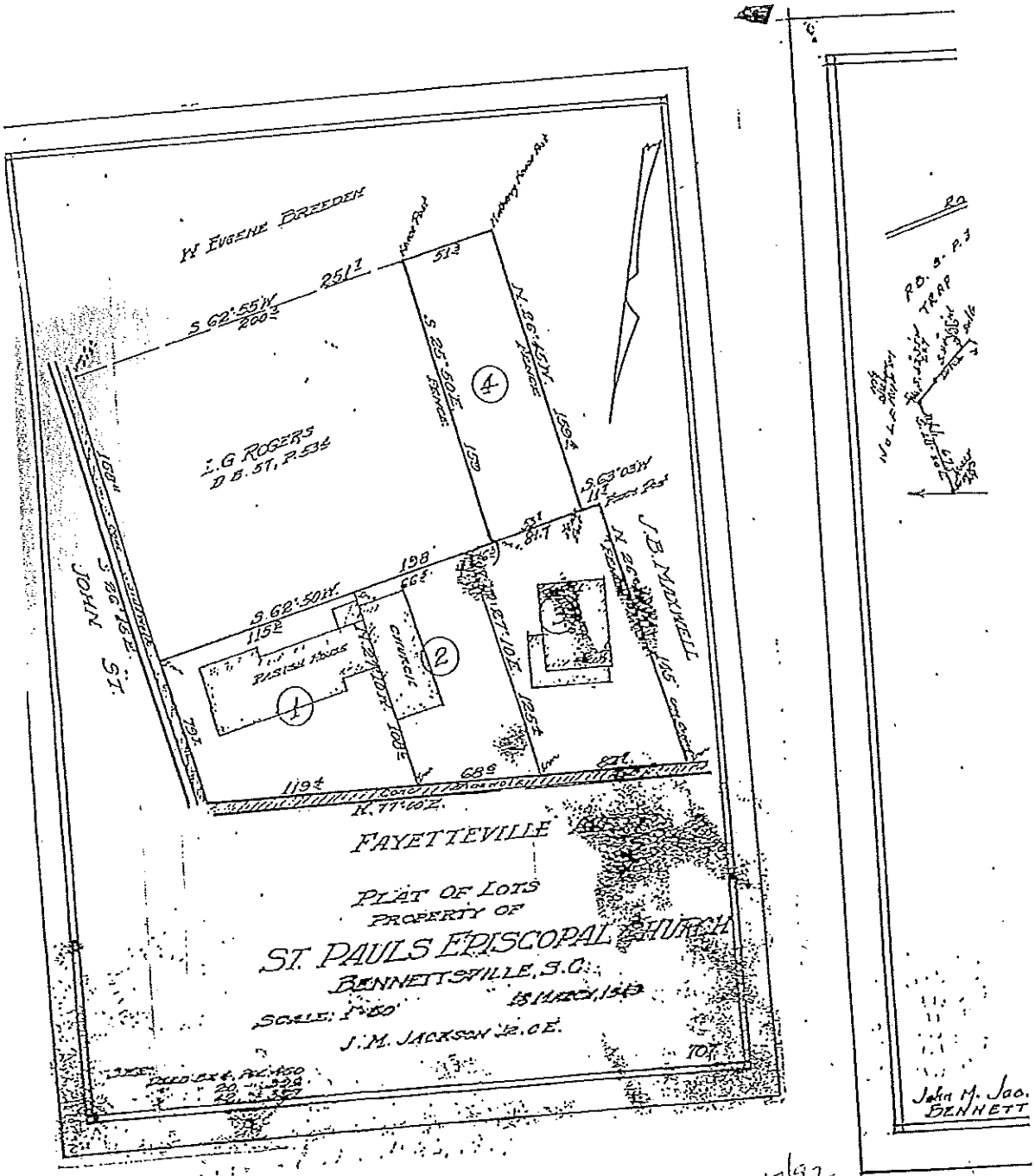
Purchaser, Legal Representative of the Purchaser, or other Responsible Person Connected with the Transaction

SWORN to before me this
19th day of May, 2003

Notary Public for South Carolina (L.S.)
My Commission Expires: 08/13/2012

FILED, RECORDED, INDEXED
05/20/2003 11:31:27AM
Rec Fees: 10.00 St Fees: 0.00
Co Fees: 0.00 Pages: 6
Clerk of Court
William D. Fredericks

0009061 Bk: 0455 Pg: 0343



17/92

BUSINESS RECORDS CORPORATION

[redacted]

EXHIBIT 12

Doc ID: 000301180005 Type: LAN
Kind: DEED
Recorded: 12/09/2011 at 11:19:58 AM
Fee Amt: $11.00 Page 1 of 6
Revenue Tax: $0.50
Instr # 2011GC000517
Marlboro County, South Carolina
William B Funderburk Clerk of Court

STATE 598 PG 31-35

QUITCLAIM DEED
(Title not Examined)

033-45-02-011

COUNTY OF MARLBORO)

WHEREAS, the Grantors herein, namely, The Right Reverend Mark J. Lawrence, Bishop of the Episcopal Diocese of South Carolina; The Standing Committee of the Episcopal Diocese of South Carolina; and The Protestant Episcopal Church in the Diocese of South Carolina, a South Carolina nonprofit religious corporation, by and through its President, Paul C. Fuener, are desirous of executing the within Quitclaim Deed to provide record notice that they claim no ownership interest in the real property hereinafter described and to further provide record notice that the Grantee herein, St. Paul's Episcopal Church of Bennettsville, Inc., is the fee simple owner of said real property;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT

The Right Reverend Mark J. Lawrence, Bishop of the Episcopal Diocese of South Carolina; The Standing Committee of the Episcopal Diocese of South Carolina; and The Protestant Episcopal Church in the Diocese of South Carolina,

hereinafter referred to collectively as the "Grantors," for good and valuable consideration, paid to them on this date by

St. Paul's Episcopal Church of Bennettsville, Inc.

hereinafter referred to as the "Grantee," have granted, quitclaimed, bargained and conveyed, and do hereby grant, quitclaim, bargain and convey, unto the Grantee, their heirs, successors and assigns, all of the Grantors' interests, if any, in and to the following real property:

All those certain pieces of real property, together with improvements thereon and appurtenances thereto, situate in Marlboro County, South Carolina, utilized by St. Paul's Episcopal Church of Bennettsville, Inc., and its parishioners, and for the 2011 tax year listed in the Marlboro County Assessor's records as being owned either of the church or in the name of one of more of the Grantors herein. It is the Grantors' intent to hereby divest itself of any interest in and to any and all real property that fits the above description, such intended by the Grantors to be a "catch all" description such term is discussed by the South Carolina Supreme Court in *Dargan v. Tankersley*, 380 S.C. 480, 671 S.E.2d 73 (S.C. 2008).

TOGETHER with the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the Grantee, their heirs, successors and assigns, forever, so that neither the Grantors nor any other person or persons, claiming under the Grantors, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

EXHIBIT

SPB-313-00092

ROA_ 7206

WITNESS the Grantors' Hands and Seals on the dates stated below.

IN THE PRESENCE OF:

The Right Reverend Mark J. Lawrence, Bishop of the Episcopal Diocese of South Carolina

The Standing Committee of the Episcopal Diocese of South Carolina

By: _____
Its Authorized Committee Member

THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF SOUTH CAROLINA

By: _____
Paul C. Fuener
Its President

STATE OF SOUTH CAROLINA)
)
COUNTY OF MARLBORO)

PROBATE

PERSONALLY appeared before me first (undersigned) witness and made oath that s/he saw *The Right Reverend Mark J. Lawrence, Bishop of the Episcopal Diocese of South Carolina*, sign, seal, and as his act and deed, deliver the within-written Quitclaim Deed, and that s/he with the second witness witnessed the execution thereof.

SWORN to before me as of the 4 day of OCT, 201_

DEC 12 20

STATE OF SOUTH CAROLINA)
)
COUNTY OF MARLBORO)

AFFIDAVIT OF TRUE CONSIDERATION and CLAIM FOR EXEMPTION from RECORDING FEES

PERSONALLY appeared before me the undersigned, who is duly sworn, deposed, and says that the following is a true and correct statement concerning the CONSIDERATION for the conveyance set forth below, and concerning any EXEMPTION claimed by the Filer under the laws of the State of South Carolina, Inc, local governmental entities, or as otherwise provided by law.

GRANTOR NAME:	The Right Reverend Mark J. Lawrence, Bishop of the Episcopal Diocese of South Carolina; and The Standing Committee of the Episcopal Diocese of South Carolina; and The Protestant Episcopal Church in the Diocese of South Carolina
GRANTEE NAME:	St. Paul's Episcopal Church of Bennettsville, Inc.
GRANTEE MAILING ADDRESS:	300 Fayetteville Bennettsville, SC 29512
DATE OF CONVEYANCE:	October 4, 2011
TRUE CONSIDERATION:	$ 10.00
TAX DISTRICT/MAP/PARCEL NO.: (NOTE: This information must appear on any Deed, and any Plat, whether attached or filed separately.)	Any and all property shown in the Marlboro County Assessor's records owned by Grantee, and/or its affiliates

STATE RECORDING FEE EXEMPTION – N/A
(Per S.C. Code Sect. 12-24-40, Note Subparagraph No.)

OTHER EXEMPTION – Please Cite Federal, State or other Code as applicable, and describe Exemption below: N/A

Signed: _____
Printed Name: Thomas C. Davis
As (Capacity): Attorney for Grantor

SWORN TO BEFORE ME,
this 16th day of November, 2011

SIGNED: _____
Notary Public for South Carolina
My Commission Expires: August 21, 2016

2 2011

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Elizabeth B. Snyder, do hereby certify that The Right Reverend Mark J. Lawrence, Bishop of the Episcopal Diocese of South Carolina; Paul C. Fuener as Authorized Committee Member of The Standing Committee of the Episcopal Diocese of South Carolina; and Paul C. Fuener as President of The Protestant Episcopal Church in the Diocese of South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to before me this
4th day of October, 2011

Elizabeth B. Snyder
Notary Public for South Carolina

My Commission expires: September 7, 2021

EXHIBIT 13

St. Paul's Episcopal Church
ANNUAL MEETING
December 16, 2012

Meeting Convened

- DWimberly, Senior Warden of the Vestry, convened the meeting at 11:45 a.m. and opened with a prayer.

Nomination of Clerk

- Helen Gibbs was nominated as Clerk of the proceedings.

Reports

Senior Warden

- DWimberly gave an opening address. Her report was a summary of recent events and our responses to them, as well as tentative plans for the future. A copy of her address is appended to these minutes.

Junior Warden

- In addition to the material included in his report as published in the Annual Reports attached to these minutes, LMiller also mentioned that Tito and Melchizedek emptied and cleaned out the flooded furnace room, and secured the door. They also cleaned the carpeting in the Porcher Hall. He emphasized that we are trying to reduce our consumption of electricity, which is a huge expense, and to that end have reprogrammed all the thermostats to be warmer in summer and cooler in winter. Luckily, he said, our organ repair turned out to be a minimal expense, rather than huge, as we had expected.

Treasurer's Report

- ERHinson added to the written Treasurer's Report that we have spent our savings just keeping our heads above water. We still have a small amount in our checking account, but no safety net. There is no way we can afford a full-time clergy person for the foreseeable future. And whereas we *want* to have supply clergy as often as possible, we don't yet know what we can afford, if anything. She said we sent out 35 pledge cards and got back 28.

- Woody Collins moved that we accept the budget as presented, and Kathryn Jackson seconded. A resounding majority passed the motion, which included thanks to Ella Reese for all her hard work as Treasurer.

EXHIBIT

Episcopal Church Women (ECW)

- TCollins read the ECW report.

Daughters of the King (DOK)

- Vicki Armes said training for new Daughters of the King will begin in January and encouraged all to take part. DWimberly added that Vicki has worked with Carolyn Andrews to pick out hymns to go with scriptures, etc.

Altar Guild

- Kathryn Jackson said the only expense the Altar Guild incurs if for oil (for the candles).

United Thank Offering

- Breta Montrose, who is in charge of the UTO, was absent, but her report is included with the others in the printed matter attached.

Vestry

- DWimberly announced that the Vestry would stay the same for 2013. DWimberly and LMiller are extending their terms of service for the good of the body.

- Woody Collins moved, and Harriet Drake seconded the motion, that the Vestry stay the same. The motion was passed unanimously.

- ERHinson added, "Being Senior Warden is a hard, *hard* job, so kudos..."

Diocesan Convention

- Four delegates—Woody and Trisha Collins, Kathryn Jackson, and Helen Gibbs—attended the Diocesan Convention. A majority—three out of four—voted to go with the seceding Diocese and Bishop Mark Lawrence.

Anonymous Vote

- An anonymous, *non-bind*ing vote was taken by all present on where our church should be—whether with The Episcopal Church (TEC, the national church) or with the seceding Diocese.

ROA_ 7212

- The actual numbers of the vote were not made public, but a majority voted the same way the Delegates had voted—to go with Bishop Mark Lawrence.

Nomination of Delegates to the Diocesan Convention

- Delegates to the next Diocesan Convention were nominated. Woody and Trisha Collins were nominated by Vicki Armes and seconded by Helen Gibbs. Harriett Drake was nominated by Lyle Miller and seconded by Vicki Armes. Vicki Armes was nominated by Ella Reese Hinson and seconded by Lyle Miller. Two alternates were nominated. Kathryn Jackson was nominated by Trisha Collins and seconded by Vicki Armes. Harry Easterling was nominated by Lyle Miller and seconded by Woody Collins. All nominations were carried without dissent.

Donation in Memory of Mrs. Lawrence

- Vicki Armes made a motion that we make a donation to St. Christopher's in memory of Mrs. Lawrence, Bishop Mark's mother, who recently died. Woody Collins seconded. All were in favor.

Formation of Committees

Worship Committee

- Woody Collins suggested that we have a Worship Committee, to help research and plan future services, whether with a supply priest or laypersons. The Worship Committee will meet on Friday or Saturday evenings so that LMiller can attend, and will be made up of Woody Collins, Vicki Armes, Deborah Wimberly, Helen Gibbs, James Gibbs, and Lyle Miller.

Landscape Committee

- Harriett Drake will head up the Landscape Committee.

Housekeeping

- TCollins reminded us that a list for supplies is kept under the telephone in the Parish House kitchen. If you use the last of something, put it on the list.

Adjournment

- Our Annual Meeting was closed with prayer. Woody Collins moved that we adjourn. The motion was seconded and passed by acclamation.

EXHIBIT 14

The 116th Meeting of St. Paul's Episcopal Church, Bennettsville, S.C.

December 15, 2013

- Following a covered dish luncheon, Father Jim Blanton opened the annual meeting with prayer and a quorum was declared.

- Senior Warden, Deborah Wimberly, thanked the congregation for their support during this most difficult year in our parish. Deborah was pleased to report that the period of time without clergy leadership had now passed with the recent call of Father Jim Blanton as the new vicar of the parish. Deborah thanked the current vestry for their support and her report was accepted as information.

- The report of Junior Warden, Lyle Miller, also began with hearty thanks to the congregation for their support during a period of extreme financial difficulty. Lyle thanked the parish for its support during Saturday workdays and its courage to initiate the window replacement project. Lyle's report was received as information.

- Parish Treasurer, Ella Reese Hinson, was pleased to report to the congregation that St. Paul's had completed the year in the black, and then proceeded to list all the budgeted areas that were cut or eliminated in order to achieve that result. Ella Reese thanked the congregation for their support and sacrifice and warned the parish that continued scrutiny of every expenditure would be necessary. Her report was also accepted as information.

- The following reports were received as information:

  Report of the DCW
  Report of the DOK
  Report of the Altar Guild

- Father Jim Blanton made a brief statement of appreciation to the congregation for the warm welcome he and Bonnie have received and expressed much hope for the future of St. Paul's.

- A slate of new vestry candidates was presented for three year terms. Woody Collins, Renee Easterling, and Tito Vasquez expressed a willingness to serve and with no nominations from the floor they were elected by acclamation.

- Discussion followed relative to a recent review of the parish by-laws by Canon Jim Lewis. Father Jim explained that the church bylaws made a general reference to the Episcopal Church in the Diocese of South Carolina. A recommendation was made to amend the bylaws to reflect the incorporated name of the Diocese – The Protestant Episcopal Church in the Diocese of South Carolina, and to incorporate changes made in prior years and other suggestions. Copies of the bylaws were available at the meeting. Father Jim requested a motion and a motion was made by Mike Winburn and seconded by Woody Collins. The vote on the motion was unanimous. Father Jim then advised that a second parish meeting would be held the following Sunday, December 22, 2013 to confirm the amendment.

- Delegates and alternates to the diocesan convention were also elected by acclamation with no further nominations. Elected delegates were Harry Easterling, Jr., Renee Easterling, Woody Collins, and Trisha Collins. Alternate delegates were Mike and Bonnie Winburn.

- With no further business the meeting was adjourned with prayer and blessing.

*Draft minutes, subject to approval at the 2014 annual parish meeting.

Submitted by: Michael S. Winburn, Vestryman

EXHIBIT 15

The Second Meeting of St. Paul's Episcopal Church, Bennettsville, S. C.

December 22, 2013

- Father Jim opened the meeting with prayer. He then stated that the purpose of the meeting was to vote on the approved amendments to the church bylaws.

- Woody Collins moved to approve the amendments to the bylaws as presented. Mike Winburn seconded the motion.

- The motion to approve the amendments was passed unanimously, none opposed. A copy of the Resolution of Amendment and the amended bylaws is attached to these minutes.

- The meeting was adjourned at approximately 12:30 pm

*Draft minutes, subject to approval at the 2014 annual parish meeting.

Submitted by: Michael S. Winburn, Vestryman

EXHIBIT

SPB622-00596

EXHIBIT 16

THE BY-LAWS OF ST. PAUL'S EPISCOPAL CHURCH OF BENNETTSVILLE, INC. ARE HEREBY AMENDED AS FOLLOWS:

"All references to "The Episcopal Church in the Diocese of South Carolina" and/or the National Church known as "The Episcopal Church", its Constitution, and/or Canons as contained in the Bylaws and other governance documents of this Parish are hereby deleted and in lieu thereof, there is substituted The Protestant Episcopal Church in the Diocese of South Carolina and its applicable, Constitution and Canons as it is the intention of the Parish that the Constitution and Canons of the Diocese, as amended by The Protestant Episcopal Church in the Diocese of South Carolina, at its Special Convention in Charleston, S. C. on November 17, 2012 and as amended from time to time thereafter, shall be deemed controlling."

THE AMENDED BY-LAWS OF ST. PAUL'S EPISCOPAL CHURCH OF BENNETTSVILLE, INC., a copy attached hereto and by reference made a part hereof are hereby confirmed, adopted and ratified as the BY-LAWS OF ST. PAUL'S EPISCOPAL CHURCH OF BENNETTSVILLE, INC.

CERTIFICATION OF THE ADOPTION OF AMENDEMENTS TO THE BY-LAWS OF ST. PAUL'S EPISCOPAL CHURCH OF BENNETTSVILLE, INC.

****

The forgoing Amendments to the Parish By-laws of ST. PAUL'S EPISCOPAL CHURCH OF BENNETTSVILLE, INC. were duly adopted, at a meeting of the Vestry and two meetings of the Congregation after due notice and with a quorum duly present and with a majority voting in favor of the adoption of the said amendments.

ST. PAUL'S EPISCOPAL CHURCH
OF BENNETTSVILLE, INC.

M. E. Wheeler
Sr. Warden

ATTEST:
By: _____
Name: JAMES C. BLANTON
Vicar

EXHIBIT

SPB 622-00597

By Laws
St. Paul's Episcopal Church of Bennettsville, Inc.

December 15, 2013

Article I
Name

The name of this Church shall be: St. Paul's Episcopal Church of Bennettsville, Inc.

Article II
Purpose

The purpose of this organization shall be as stated in the Articles of Incorporation filed with the Office of the Secretary of the State of South Carolina and as more specifically set forth as follows: To conduct the business activity of the St. Paul's Episcopal Church in Bennettsville, a nonprofit religious corporation.

Article III
Funding and Financial Arrangements

Section 1

(a) Eleemosynary Status. This organization shall be an eleemosynary corporation chartered by the State of South Carolina and all contributions thereto shall be tax deductible as approved by the Exempt Organization Division of the Internal Revenue Code. No distribution or private benefit shall be made which would be considered in appropriate for a nonprofit and tax-exempt corporation.

(b) Fiscal Policy. The fiscal year of this organization shall be from January 1 to December 31. The financial needs of this church, its organizations, and causes fostered by it, shall be supported by voluntary gifts and regular tithes.

(c)) Event of Dissolution. In the event of dissolution of this organization, the Vestry of the church shall have charge of dispensing all remaining funds and/ or properties to The Standing Committee of The Protestant Episcopal Church in the Diocese of South Carolina or such other qualifying charitable corporations, organizations or community institutions, provided such are exempt from income tax under Section 501(c)(3) or such corresponding sections of the Internal Revenue Code. No funds shall accrue or inure to the benefit of any individual member of the Vestry or other member of the Church. The Vestry shall wind up the final affairs of the church as required by South Carolina Code Annotated Section 33-31-1406.

EXHIBIT
SPB22-00597

(d) Event of Dormancy. In the case that the church becomes dormant, control of the property reverts to the Standing Committee of The Protestant Episcopal Church in the Diocese of South Carolina.

Section 2 For the sake of efficiency, the church shall operate on a budget determined, adopted, and subscribed by the Vestry and reported at the annual meeting. The budget will be proposed by the Finance Committee and approved by the Vestry before presentation to the congregation.

Article IV
Membership

Section 1. Every person who is a member of this church is hereby declared a member of the St. Paul's Episcopal Church of Bennettsville, Inc. and shall be entitled to a seat in every church meeting, but not to vote except as hereinafter provided.

Section 2. Voting Privileges of Members in Good Standing. A member in good standing is one who is a baptized, confirmed or accepted member of St. Paul's Episcopal Church of Bennettsville, Inc., has made a written pledge which is known to the Treasurer and who has received communion at least three times within the past year. All members in good standing who have reached the minimum age of 18 are entitled to vote at all meetings of the congregation.

Article V.
Meetings of Congregation

Section 1.

(a) There shall be an annual meeting of the congregation of the church on the third Sunday in Advent or some other day to be appointed upon not less than seven days' notice by the Rector. Special meetings of the congregation may be called when the Rector or the Vestry deem it advisable.

(b) Meetings that are annual in nature will include a description of any matter that must be approved by the members. All special meetings will include a description of the matter for which the meeting was called.

Section 2. Reasonable notice must be given from the Chancel by the Rector of all meetings of the congregation. Reasonable notice may include notice provided by email or other electronic delivery means.

Section 3. At all meetings of the congregation, the Rector shall preside; but if there be no Rector, or he/she is absent, then the Senior Warden shall preside. In the

absence of the Senior Warden, the Junior Warden shall preside. In the absence of a Rector, Senior Warden or Junior Warden, a presiding office shall be chosen. The Secretary of the Vestry shall act as secretary of the meetings of the congregation. If the Secretary is absent, a Secretary Pro-tem shall be appointed.

Section 4. At all annual meetings of the congregation, the following shall be the order of business:

1. Reading of the minutes of the last meeting
2. Reports of the Wardens
3. Election of vestry
4. Election of Delegates to the convention
5. Report of Treasurer
6. Report of Committees
7. New and unfinished business

Section 5. At all meetings of the congregation, 51% of the average Sunday attendance shall be present in order to constitute a quorum for the transaction of business.

Section 6. There will be four deputies elected by the congregation to represent the church at the annual convention. Terms served will be for two years and they will overlap one another.

Article VI
Vestry

Section 1. To be eligible for election to vestry, a person must be a member in good standing as set out in Article IV – Membership

Section 2. The Vestry of St. Paul's shall be comprised of five members elected by the congregation. New Vestry persons shall be elected each year to fill three year terms. This will result in a 2/2/1 cycle

(a) In addition to the regularly elected Vestry persons, the President of the Women of the Church, if she not then be a duly elected member of the Vestry, shall ex-officio become a member of the Vestry and shall be entitled to seat and voice during the tenure of her office.
(b) Vestry is empowered to fill all vacancies in its membership for the remainder of the calendar year, at the time a vacancy occurs; provided the congregation at its next annual meeting will elect a new Vestry person to complete the unexpired term, if there be such unexpired time remaining.

Section 3. At the annual meeting of the congregation there shall be an election to fill all vacancies of the Vestry. Vestry persons are elected to serve a term of three years unless elected to fill an unexpired term. In any case, members of the

Vestry shall serve until their successors are elected. Vestry persons who have completed their tenure of office are not eligible for re-election to the Vestry until at least one year has elapsed, although those persons serving an unexpired term will be eligible for reelection.

Section 4. Vestry shall at their first meeting each year, after the annual meeting of the Congregation, elect from their body, a Senior Warden, a Junior Warden and a Clerk of the Vestry. The term of office for each of these positions shall be for one year. The Wardens shall have attained the age of Twenty-one (21).

At the same first meeting, the Vestry also shall elect a Parish Secretary, a Parish Treasurer, and a Stewardship Chairman. The Parish Secretary, the Parish Treasurer, nor the Stewardship chairman need necessarily be a member of the Vestry. Vestry may also elect such other officers and employees as they see fit and prescribe their duties and compensation.

Section 5. The duties of the Wardens and the Vestry persons shall be a prescribed in the the Constitution and Canons of the Diocese, as amended by The Protestant Episcopal Church in the Diocese of South Carolina, at its Special Convention in Charleston, S. C. on November 17, 2012 and as amended from time to time Thereafter.

Section 6. The Vestry shall be authorized and empowered to acquire and purchase such real and personal property as they may deem necessary for the purpose of the congregation, and the same to sell, transfer, mortgage or authorize disposition of as they may deem expedient so long as such acts are in accord with the Constitution and Canons of the Diocese, as amended by The Protestant Episcopal Church in the Diocese of South Carolina, at its Special Convention in Charleston, S. C. on November 17, 2012 and as amended from time to time Thereafter. All deeds, mortgages, bonds, notes and other instruments authorized to be executed by the Vestry shall be made in the name of the Non-Profit Corporation and signed Senior Warden and attested by the Secretary of the Vestry.

Section 7. The Vestry shall hold monthly meetings unless cancelled by the Rector and a majority of the Wardens and Vestry. A majority of the Vestry shall constitute a quorum for the transaction of business. Special meetings may be called at any time by the Senior Warden or at the request of one or more of the Vestry, or whenever the Rector or a majority of the Wardens think is proper to convene.

Section 8. The Finance Committee shall be composed of the Rector, senior Warden, Junior Warden, Treasurer, Stewardship chairman, and if needed the Capital Fund Chairman.

Section 9. The Vestry may form such other committees as may be necessary for the efficient management of the activities of the Church, provided that one of the members of any such committee are also members of the Vestry.

Article VII
Duties of the Clerk and Parish Secretary

Section 1. Duties of the Clerk
It shall be the duty of the Clerk of Vestry to see that a record is kept of all proceedings of the Annual Meeting, and all Vestry meetings. If the Clerk so desires, he may delegate the taking and transcribing of minutes to the Parish Secretary who will be compensated at the hourly rate agreed upon. The Clerk of Vestry shall perform all such other duties as requested by Vestry.

Section 2. Duties of the Parish Secretary
The Parish Secretary will perform all such duties as may be required for the efficient running of a church office. The Parish Secretary will answer directly to the Rector.

Article VIII
Duties of the Treasurer

Section 1. It shall be the duty of the Treasurer to receive all contributions for the support of the Parish, assessments, etc. and to disburse the same upon order of the Vestry. It will be the duty of the treasurer to keep the anonymity of contributors and the amounts contributed unto ones-self, ever protecting the sanctity of the privacy of the individual.

Article IX
Discretionary Fund

Section 1. All monies designated for this fund shall be controlled and distributed solely at the discretion of the Rector. Such funds shall be used only for charitable purposes and be annually audited as part of the normal parish audit.

Article X

Section 1. No alteration or amendment of these By Laws shall be made unless upon motion for that purpose made at one and referred to a subsequent meeting of the congregation, provided that in case of a great necessity after due

consideration, these By Laws or any section thereof, may be temporarily suspended by the unanimous consent of the congregation.

Section 2. Any article or section of these Bylaws which may be in conflict with the requirements of the South Carolina Nonprofit Corporation Act of 1994, South Carolina Code Annotated Section 33-31-101 et seq shall be considered null and void as to such section only, but such conflict shall not otherwise impair or affect the remaining provisions of these By Laws.

Section 3. All prior acts of the Vestry taken on behalf of St. Paul's Episcopal Church are hereby adopted, confirmed and ratified as the actions of this non-profit religious corporation.

EXHIBIT 17

Vestry Meeting Minutes
August 27, 2003 called meeting

Mike Winburn opened the meeting with prayer. Others in attendance were Trisha Collins, Harry Easterling, Jr., Barry Avent, Harley Davidson, Mary Hope Rogers, Vicky Armes, Sara Jane Alston, and Edith Furman. Absent were Helen Breeden, David Graham, and Ella Reese Hinson.

Kindergarten Scholarship - A total of $50 was needed for this school year, which was collected at the meeting.

Called Diocesan Convention 10-02-03 - Four delegates were elected: Harry Easterling, Jr., Barry Avent, Mike Winburn, and Frank Townsend. Bonnie Winburn and Chris Montrose will serve as alternates. Standing committee resolutions will be acted upon at the convention. September 28th was set aside to discuss these resolutions with the congregation. A mailing will go out before this meeting to explain the situation to the parish. The vestry voted to redirect monies from the national church portion of our pledge to missions.

Labor Day Clean Up - Scheduled to begin at 9:00 a.m. and end with lunch.

Search and Supply - Mike Malone has three more names to send us. Our supply schedule for September is: 14th - Fr. Tom Turner from Rockingham, 21st - Fr. Mark Riggs from Sumter. Al Clark of Surfside can come at times. Reflection Committee consists of Woody Collins, Harriett Drake, Anne Darby Manship, Frank Townsend, Chris Montrose, and Liz Stubbs.

Jackson Scholarship - Vicky Armes announced that this year's scholarship monies will be awarded to Jayne Lee.

Our regular vestry meeting is scheduled for September 15th.

Respectfully submitted,

Mary Hope Rogers
Clerk of the Vestry

EXHIBIT

cc: Avent
Winburn

The Rev. Canon Michael T. Malone, Ph.D.
Diocese of South Carolina • Post Office Box 20127 • Charleston, South Carolina 29413-0127
Offices • 126 Coming Street • Charleston, South Carolina 29403

Canon to
The Ordinary

September 4, 2003

Office of the Treasurer
Episcopal Church Center
815 Second Ave.
New York, NY 10017

We wrote on February 5, 2003, concerning our diocesan pledge, that the net amount of the stated $151,347 reflects the fact that several churches requested that 10% of their pledge to the diocese be redirected otherwise.

We have had a recent official vestry request from St. Paul's Church, Bennettsville, SC that 10% of their pledge be redirected effective September 1, 2003.

The net amount of this for the remaining four months of 2003 is $369, which you should deduct from your calculations of our pledge. Our pledge payments to the end of the year will be adjusted accordingly.

Faithfully,

Michael T. Malone

cc: Bishop Salmon, Bishop Skilton
Wardens and Rector of St. Paul's Church

EXHIBIT

Telephone (843) 722-4075 • E-mail mikem@dioceseofsc.org • Fax (843) 723-7628

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIRST JUDICIAL CIRCUIT
COUNTY OF DORCHESTER	)	CIVIL CASE NO.: 2013-CP-18-00013

The Protestant Episcopal Church In The Diocese Of South Carolina; The Trustees of The Protestant Episcopal Church in South Carolina, a South Carolina Corporate Body; et al.,

Plaintiffs,

vs.

The Episcopal Church (a/k/a, The Protestant Episcopal Church in the United States of America); and The Episcopal Church in South Carolina,

Defendants.

AMENDED STIPULATIONS ON BEHALF OF THE PLAINTIFF ST. PAUL'S EPISCOPAL CHURCH OF BENNETTSVILLE, INC.

1. The Certificate of Incorporation of the Plaintiff, St. Paul's Episcopal Church of Bennettsville, Inc. (hereinafter Plaintiff St. Paul's) was filed in the South Carolina Secretary of State on March 4, 2002 as set forth on Plaintiff St. Paul's **SPB-313-00067.**

2. The Plaintiff St. Paul's has existed as a South Carolina Nonprofit Corporation since March 4, 2002.

3. By various deeds described below, the Plaintiff's Predecessor St. Paul's Episcopal Church of Bennettsville, SC acquired the following properties described therein:

a. **SPB-313-00093** : Deed from Donald Thomas Hardy Paine to St. Paul's Episcopal Church of Bennettsville, Inc. recorded in Deed Book 566, page 841 in the office of the Clerk of Court for Marlboro County, SC.

b. **SPB-313-00095** : Deed from Harry R. Easterling to the Vestry of St. Paul's Episcopal Church recorded in Deed Book 410, page 290 in the office of the Clerk of Court for Marlboro County, SC.

c. **SPB-313-00096** : Deed from Dr. William E. Altman and Mary J. Altman to the Vestry of St. Paul's Episcopal Church recorded in Deed Book 355, page 168 in the office of the Clerk of Court for Marlboro County, SC.

d. **SPB-313-00097** : Deed from Charlton J. Rogers to the Vestry of St. Paul's Episcopal Church recorded in Deed Book 335, page 89 in the office of the Clerk of Court for Marlboro County, SC.

e. **SPB-313-00098** : Deed from Charlton J. Rogers to the Vestry of St. Paul's Episcopal Church recorded in Deed Book 335, page 91 in the office of the Clerk of Court for Marlboro County, SC.

f. **SPB-313-00099** : Deed from Stephen W. Quick and Jane P. Quick to the Vestry of St. Paul's Episcopal Church recorded in Deed Book 311, page 109 in the office of the Clerk of Court for Marlboro County, SC.

g. **SPB-622-00583** : Deed from John M. Jackson, William P. Breeden and H. H. Covington as Trustees of the Protestant Episcopal Church of Bennettsville, SC to F. G. Hollis and F. A. Rogers as Wardens et al of St. Paul's Parish of the Protestant Episcopal Church of the Town of Bennettsville recorded November 28, 1932 in Deed Book 42, page 327 in the office of the Clerk of Court for Marlboro County, SC.

h. **SPB-622-00584** : Deed from Mary B. John to W. P. Breeden, J. A. Faison and W. H. Palmer as Trustees of the St. Paul's Episcopal Church of Bennettsville, SC recorded April 26, 1913 in Deed Book 20, page 396 in the office of the Clerk of Court for Marlboro County, SC.

i. **SPB-622-00585** : Deed from Throop Crosland to John M. Jackson, William P. Breeden and H. H. Covington as Trustees for the members of the Protestant Episcopal Church in the Town of Bennettsville, SC recorded February 13, 1897 in Deed Book 4, page 450 in the office of the Clerk of Court for Marlboro County, SC.

j. After its incorporation, the Plaintiff St. Paul's acquired title to the Church Property by Deed from The Vestry of St. Paul's Episcopal Church to St. Paul's Episcopal Church of Bennettsville, Inc. recorded May 20, 2003 in Deed Book 455, page 338 in the office of the Clerk of Court for Marlboro County, SC. **SPB-313-00094.**

4. By Deed dated October 4, 2011, the Plaintiff, Trustees of The Protestant Episcopal Church in South Carolina, conveyed to the Plaintiff St. Paul's Episcopal Church of Bennettsville, Inc. all of the above property and said deed is recorded December 9, 2011 in Deed Book 598, page 31 in the office of the Clerk of Court for Marlboro County, SC and marked **SPB-313-00092**.

5. The Deeds attached and marked St. Paul's Exhibits **SPB-313-00093 - SPB-313-00099**, and **SPB-622-00583-SPB-622-00585**, inclusive represent all the real property owned by the Plaintiff St. Paul's as of January 1, 2014.

6. On December 16, 2012, the Plaintiff St. Paul's held its Annual Parish Meeting.

7. The Plaintiff St. Paul's Annual Parish Meeting held on December 16, 2012 was properly noticed in accordance with the said Plaintiff's governing documents.

8. The December 16, 2012 Annual Parish Meeting held by Plaintiff St. Paul's was in accordance with the South Carolina Non-Profit Act.

9. At the Plaintiff St. Paul's Annual Meeting on December 16, 2012, a majority of the votes were cast to remain with The Protestant Episcopal Church in the Diocese of South Carolina as led by Bishop Mark Lawrence.

10. The Minutes of the December 16, 2012 Annual Meeting of the Plaintiff St. Paul's are marked Plaintiff **St. Paul's Exhibit SPB622594**.

11. On December 15, 2013, the Plaintiff St. Paul's held its Annual Parish Meeting.

12. The Plaintiff St. Paul's Annual Parish Meeting held on December 15, 2013 was properly noticed in accordance with the said Plaintiff's governing documents.

13. The December 15, 2013 Annual Parish Meeting held by Plaintiff St. Paul's was in accordance with the South Carolina Non-Profit Act.

14. At the Plaintiff St. Paul's Annual Meeting on December 15, 2013, the parish considered and unanimously approved a resolution and an amendment to the Plaintiff St. Paul's bylaws to reflect the incorporated name of the Diocese – The Protestant Episcopal Church in the Diocese of South Carolina and to incorporate bylaw changes made in prior years.

15. The Minutes of the Plaintiff St. Paul's Annual Meeting of December 15, 2013 are attached hereto and marked **St. Paul's Exhibit SPB622-00595.**

16. The said Minutes further reflect that a second parish meeting would be held on the following Sunday December 22, 2013 to confirm the resolution and amendment of the Plaintiff St. Paul's by-laws.

17. On December 22, 2013, the Plaintiff St. Paul's held a second Annual Parish Meeting.

18. The Minutes of the Plaintiff St. Paul's second Annual Meeting of December 22, 2013 are attached hereto and marked **St. Paul's Exhibit SPB622-00596.**

19. At the December 22, 2013 St. Paul's Second Annual Meeting, the resolution and amendment of the Parish By-laws with prior changes were considered by the Parish and were unanimously passed and are hereto attached and marked **SPB622-00597.**

Respectfully submitted:

Harry R. Easterling, Jr.
Attorney at law
P. O. Drawer 611
Bennettsville, SC 29512
(843) 454-1711
Email: hresterling@gmail.com
Attorneys for St. Paul's Episcopal Church of Bennettsville, Inc.

Bennettsville, South Carolina

Dated: June 25, 2014

PROPOSED
BY-LAWS FOR ST. PAUL'S EPISCOPAL CHURCH OF BENNETTSVILLE, INC.

To be confirmed at the Annual Parish Meeting in January 2003

and January, 2004.

December 16, 2002

ARTICLE I
NAME

The name of this Church shall be: St. Paul's Episcopal Church of Bennettsville, Inc.

ARTICLE II

PURPOSE

The purpose of this organization shall be as stated in the Articles of Incorporation filed with the Office of the Secretary of State of South Carolina and as more specifically set forth as follows: to conduct the business activity of the St. Paul's Episcopal Church in Bennettsville, a nonprofit religious corporation.

ARTICLE III

FUNDING AND FINANCIAL ARRANGEMENTS

Section 1.

(a) Eleemosynary Status. This organization shall be an eleemosynary corporation chartered by the State of South Carolina and all contributions thereto shall be tax deductible as approved by the Exempt Organization Division of the Internal Revenue Code. No distribution or private benefit shall be made which would be considered inappropriate for a nonprofit and tax-exempt corporation.

(b) Fiscal Policy. The fiscal year of this organization shall be from January 1 to December 31. The financial needs of this church, its organizations, and causes fostered by it, shall be supported by voluntary gifts and regular tithes.

(c) Event of Dissolution. In the event of dissolution of this organization, the Vestry the church shall have charge of dispensing all remaining funds and/or properties to The Episcopal Church in the Diocese of South Carolina or such other qualifying charitable corporations, organizations or community institutions, provided such are exempt from income tax under Section 501(c)(3) or such corresponding sections of the Internal Revenue Code. No funds shall accrue or inure to the benefit of any individual member of the Vestry or other member of the Church. The Vestry shall wind up the final affairs of the church as required by South Carolina Code Annotated Section 33-31-1406.



Section 2. Budget

For the sake of efficiency, the church shall operate on a budget determined, adopted, and subscribed by the church adopted at the annual meeting, the budget to be proposed by the Finance Committee and approved by the Vestry before submission to the congregation.

ARTICLE IV.

Membership

Section 1. Every person who is a member of this church is hereby declared a member of the Congregation of Saint Paul's Church, Bennettsville, S.C., and shall be entitled to a seat in every church meeting, but not to a vote except as hereinafter provided.

Section 2. Voting Privileges of Members in Good Standing

A member in good standing is one who is a baptized person, a confirmed or accepted member of St. Paul's Church and one who has communed at least three times within the past year. All members in good standing who have reached the minimum age of 18 are entitled to vote at all meetings o& the congregation.

ARTICLE V.

Meetings of Congregation

Section 1. There shall be an annual meeting of the congregation of the church on the second Sunday in January, or some other day to be appointed (upon not less than one week's notice) by the Rector. Special meetings of the congregation may be called when the Rector or Vestry deem it advisable.

Section 2. Reasonable notice must be given from the Chancel by the Rector of all meetings of the congregation.

Section 3. At all meetings of the congregation, the Rector shall preside; but if there be no Rector, or he is absent, then the Senior Warden shall preside. In the absence of the Senior Warden, the Junior Warden shall preside. In the absence of a Rector, Senior Warden or junior Warden, a presiding officer shall be chosen. The Secretary of the Vestry shall act as secretary of the

meetings of the Congregation. If the Secretary is absent, a Secretary Pro-tern shall be appointed.

Section 4. At all annual meetings of the congregation, the following shall be the order of business:

1. Reading of the minutes of last meeting.
2. Reports of the Wardens
3. Election of Vestry.
4. Election of Delegates to the Convention.
5. Report of Treasurer.
6. Report of Committees.
7. New and unfinished business.

Section 5. At all meetings of the congregation, twenty members of the congregation entitled to vote shall be present in order to constitute a quorum for the transaction of business.

ARTICLE III.

Vestry

Section 1. To be eligible for election to Vestry, a person must be a member in good standing as set out in Article IV - Membership.

Section 2. The Vestry of St. Paul's shall be composed of twelve members elected by the congregation (rotating Vestry terms established in 1948). Four new Vestry persons shall be elected each year to full three year terms.

Section 2a. In addition to the regularly elected Vestry persons, the President of the Women of the Church, if she not then be a duly elected member of the Vestry, shall ex-officio become a member of the Vestry and shall be entitled to all privileges and responsibilities of a Vestry person during the tenure of her office.

Section 2b. Vestry is empowered to fill all vacancies in its membership for the remainder of the calendar year, at the time a vacancy occurs: But the congregation at its next annual meeting will elect a new Vestry Person to complete the unexpired term, if there be such unexpired time remaining.

Section 3. At the annual meeting of the congregation there shall be an election to fill all vacancies of the Vestry. Vestry persons are elected to serve a term of three years, unless elected to fill an unexpired term. In any case, members of Vestry shall serve until their successors are elected.

Vestry Persons who have completed their tenure of office are not eligible for re-election to the Vestry until at least one year has elapsed, although those persons serving an unexpired term will be eligible for reelection.

Section 4. Vestry shall at their first meeting each year, after the annual meeting of the Congregation, elect from their body, a Senior Warden, a Junior Warden and a Clerk of the Vestry. The term of office for each of these positions shall be for one year. The Wardens shall have attained the age of twenty-one (21).

At this same first meeting, the Vestry also shall elect a Parish Secretary, a Parish Treasurer, and a Stewardship Chairman. Neither the Parish Secretary, the Parish Treasurer, nor the Stewardship Chairman need necessarily be a member of the Vestry. Vestry may also elect such other officers and employees as they see fit and prescribe their duties and compensation.

Section 5. The duties of the Wardens and the Vestry persons shall be as prescribed in Sections 4 SL 5 of Canon VII of the Episcopal Church in the Diocese of South Carolina.

Section 6. The Vestry shall be authorized and empowered to acquire and purchase such real and personal property as they may deem necessary for the purpose of the congregation, and the same to sell, transfer, mortgage or authorize disposition of as they may deem expedient so long as such acts are in accord with the Canons of the Episcopal Church, and only if they are specifically authorized so to do by the congregation. All deeds, mortgages, bonds, notes and other instruments authorized to be executed by the Vestry shall be made in the name of the Congregation and Senior Warden and attested by the Secretary of the Vestry.

Section 7. The Vestry shall hold monthly meetings unless cancelled by the Rector and a majority of the Wardens and Vestry. A majority of the Vestry shall constitute a quorum for the transaction of business. Special meetings may be called at any time by the Rector or by the Senior and Junior Wardens or at the request of one or more of the Vestry, or whenever the Rector or Wardens thinks it proper to convene.

Section 8. Finance Committee.
The Finance Committee shall be composed of the Rector, Senior Warden, Junior Warden, Treasurer, Stewardship Chairman, and if needed, the Capital Fund Chairman.

Section 9. Other Committees.
The Vestry may form such other committees as may be necessary for the efficient management of the activities of the Church, provided that two of the members of any such committee are also members of the Vestry as required by South carolina Annotated section 33-31-825.

ARTICLE IV.

Duties of the Clerk and Parish Secretary

Section 1. Duties of the Clerk.

It shall be the duty of the Clerk of Vestry to see that a record is kept of all proceedings of the Annual Meeting, and all Vestry meetings. If the Clerk so desires, he may delegate the taking and transcribing of minutes to the Parish Secretary who will be compensated at the hourly rate agreed upon. The Clerk of Vestry shall perform all such other duties as requested by Vestry.

Section I a. Duties of the Parish Secretary.

The Parish Secretary will perform all such duties as may be required for the efficient running of a church office. The Parish Secretary will work directly under the Rector.

ARTICLE V.

Duties of the Treasurer

Section 1. It shall be the duty of the Treasurer to receive all contributions for the support of the Parish, assessments, etc. and to disburse the same upon order of the Vestry. It will be the duty of the treasurer to keep the anonymity of contributors and the amounts contributed unto oneself, ever protecting the sanctity of the privacy of the individual.

ARTICLE VI.

Discretionary Fund

Section 1. All monies designated for this fund shall be controlled and distributed solely at the discretion of the Rector.

ARTICLE VII.

Section 1. Any article or section of these By Laws which may be in conflict with the present or future Canons of the Diocese shall be considered null and void.

Section 2. No alteration or amendment of these By Laws shall be made unless upon motion for that purpose made at one and referred to a subsequent meeting of the congregation, provided that in case of a great necessity after due consideration, these By Laws or any section thereof

may be temporarily suspended by the unanimous consent of the congregation.

Section 3. Any article or section of these Bylaws which may be in conflict with the requirements of the South Carolina Nonprofit Corporation Act of 1994, South Carolina Code Annotated Section 33-31-101 et seq shall be considered null and void as to such section only, but such conflict shall not otherwise impair or affect the remaining provisions of these By Laws.

Section 4. All prior acts of the Vestry taken on behalf of St. Paul's Episcopal Church are hereby adopted, confirmed and ratified as the actions of this non-profit religious corporation.

Approved by the Congregation at the annual meeting: _____

Adopted by the Congregation at the annual meeting: _____

Resolution 1

Offered by: The St. Paul's Episcopal Church Vestry
Subject: Reduction in the size of Vestry members from 9 members to 5 members.

Whereas, we see the reduction in the size of our congregation in the past year and the need to have strong spiritual leadership, therefore be it,

Resolved that the vestry, in accordance with Article VII, section II, after due consideration see a great necessity and

Resolve, that because of this importance, the congregation of the 2007 Annual meeting of St. Paul's Parish vote unanimously, on January 14, 2007 to reduce the size of the vestry; and be it further

Resolve that we recognize and adhere to Article III, section 2a of the by-laws which states the following:

> In addition to the regularly elected Vestry persons, the President of the Women of the Church, if she not hen be a duly elected member of the Vestry, shall ex-officio become a member of the Vestry and shall be entitled to all privileges and responsibilities of a Vestry person during the tenure of here office.

A quorum consists of 4 vestry members.

St. James' Church, James Island, S.C.

7/11/14 Trial Transcript pp. 864-872

Exhibits SJJI 1 thru 6, 8, 9 and 12

D-SJJI-36, D-SJJI-37, D-SJJI-38

MR. TISDALE: Just give us 30 seconds.

MR. BEERS: Not from the church, Your Honor.

MR. TISDALE: I don't think there are, but we're just looking at them now.

THE COURT: All right.

MR. TISDALE: We don't have an objection.

(Plaintiff's Exhibits SJJI-1 through SJJI-12 admitted into evidence.)

DIRECT EXAMINATION BY MR. EVANS:

Q. Please state your full name.

A. Arthur Mack Jenkins.

Q. And where do you live?

A. I live at 1476 Harborsun Drive, James Island, South Carolina.

Q. And how long have you lived there?

A. 15 years.

Q. Do you have an association with St. James Church, James Island, South Carolina?

A. I do.

Q. And how is that?

A. I'm the rector, senior pastor of St. James.

Q. And how long have you been in that position, Reverend Jenkins?

A. 15 years.

Q. And, to your knowledge, when was St. James incorporated?

A. St. James was incorporated in 1832.
Q. Prior to that 1832 incorporation, were worship services being conducted on James Island?
A. Yes, they were, since the early 1700s.
Q. After the 1832 incorporation did St. James later incorporate again?
A. They did. In 1906 I believe it was.
Q. Is that reflected on St. James Exhibit 2?
A. Yes, it is.
Q. I believe the date says 1903.
A. 1903, I see that, yes.
Q. And I want to ask you if this is correct, Reverend Jenkins. On the certificate of incorporation for St. James from 1903 it says that the purpose of the corporation is for the conduct of church services and worship according to the rules of the Protestant Episcopal Church in the Diocese of South Carolina?
A. That's correct.
Q. And today is St. James Church still in the Protestant Episcopal Church of the Diocese of South Carolina?
A. It is.
Q. Where is the actual location of St. James Church?
A. The church campus is at 1872 Camp Road on James Island.
Q. Can you tell us generally what real property is owned by St. James?

A. St. James owns the campus there, which is something like 17 or 18 acres, and then we have a church rectory, and then there's a residential building lot, empty lot, in Belle Terre residence, Belle Terre Subdivision. B-E-L-L-E-T-E-R-R-E, I think, something like that.
Q. Are the deeds for the rectory and that vacant lot Exhibits 3 and 4 of the St. James exhibits?
A. Yes, they are.
Q. And what buildings are actually located on the St. James campus?
A. Well, there are three main buildings. One is the parish house, then there is the federal church, the historic church, and then there's a new ministry center that's been built in the last ten years. Behind the parish house there is a day care center, day care building.
Q. So is there a school located there at St. James?
A. St. James Christian Day School, which is for infants up to three years old.
Q. Thank you. And Exhibit 1, is that a deed for the church campus property that St. James originally acquired?
A. Yes. This is a quitclaim deed given by St. Andrew's on Highway 61, St. Andrew's Parish for St. James. St. James began as a chapel of ease from St. Andrew's Parish.
Q. And does that deed, Exhibit 1, reflect that St. Andrew's originally deeded the church property to St. James in 1831?

A. 1886.
Q. Well, that's the quitclaim deed.
A. The quitclaim deed, that's right, yes. It does, in 1831, yes. I'm sorry.
Q. And does St. James today currently hold legal title to the church campus property?
A. Yes, it does.
Q. What is Exhibit 12?
A. Exhibit 12 is a deed given to the St. James Land Trust, which deeds all of the property to the St. James Land Trust on behalf of the church.
Q. And in that deed did St. James Church, the corporation, deed the campus property to the St. James Land Trust?
A. Yes, they did.
Q. And that's reflected on Exhibit 12?
A. Exhibit 12, yes.
Q. Now, what about this property across the street from the church; did St. James used to own that property?
A. St. James did.
Q. What happened to that property?
A. In the early '80s St. James gave as a gift to Bishop Gadsden Retirement Community the 50 acres located there that were used to secure the bond, issue the loan and then eventually to build the retirement community there.
Q. So are you saying that St. James originally owned 50

acres of land across the street from the current church and in the early 1980s gave that land for the construction of the Bishop Gadsden Retirement Community?

A. Yes, they did.

Q. Was anyone else's name on that deed where St. James gave that 50 acres for Bishop Gadsden other than St. James?

A. No.

Q. Does a person have to be a member of any particular faith to reside at the Bishop Gadsden Retirement Community?

A. No, they don't.

Q. At some point did St. James Church receive quitclaim deeds to its church property from Bishop Lawrence and the trustees of the Diocese?

A. Yes, we did.

Q. And are those quitclaim deeds reflected in St. James Exhibits 10 and 11?

A. Yes, they are.

Q. Can you take a look, Reverend Jenkins, at Exhibit 7, please?

A. Certainly. Okay.

Q. What is Exhibit 7?

A. Exhibit 7 are the bylaws of St. James Church as adopted on January the 20th, 2013.

Q. Are those the current bylaws for St. James Church?

A. They are.

Q. And are they in any way relevant to this litigation that we're here today about?
A. No, they're not. They're administrative for the vestry.
Q. Those are administrative provisions for the operation of the vestry?
A. And the ministry, yes.
Q. Now, please take a look at Exhibit 8.
A. Mm-hmm.
Q. What is Exhibit 8?
A. Exhibit 8 is the constitution of the parish of St. James, James Island, as it was amended at that same meeting January the 20th, 2013.
Q. Is that the current constitution for St. James Church?
A. Yes, it is.
Q. Now, prior to these amendments of the constitution and bylaws as shown on these exhibits dated January 20th, 2013, did the vestry at St. James discuss proposed amendments to these documents?
A. Yes, they did.
Q. Do you attend vestry meetings at St. James?
A. I certainly do.
Q. And do you recall what the vestry vote was on amending the constitution and bylaws of St. James?
A. You mean was it -- as far as being unanimous, it was unanimous votes twice, yes.

Q. And prior to that vestry meeting, had notice been given to the vestry of that meeting?
A. They were regularly scheduled meetings, yes.
Q. And do the minutes of that vestry meeting on January 15th, 2013 reflect what occurred at that meeting?
A. Yes, they do.
Q. And are those minutes as set forth on St. James Exhibit 6?
A. They are.
Q. And as a result of this unanimous vote by the vestry to amend its bylaws and constitution, were these matters made part of the agenda for congregational meeting at St. James?
A. Yes, a regularly scheduled congregational meeting.
Q. And do you recall approximately when that congregational meeting was?
A. It was held on January the 21st of 2013.
Q. And who actually conducted that January 2013 congregational meeting?
A. I did.
Q. And how were the congregants of St. James notified about that congregational meeting?
A. Well, first it was a regularly scheduled meeting, but then in December, after the vestry meeting of December the 5th or whenever that was, I announced it from the church, from the pulpit, announced it at every service for the next

Sunday, and then it was also published in our monthly newsletter beginning the 1st of January and then in other means that we have, electronic means.

Q. What other electronic means does St. James utilize?

A. Well, we have a news -- an email blast I believe it's called and Facebook.

Q. Looking at St. James Exhibit 5, what is that document?

A. That's the minutes of the December the 6th vestry meeting.

Q. And what was discussed at that vestry meeting of St. James on December 6, 2012?

A. There we unanimously passed two motions. One was to join in with the diocese to ask for a declaratory judgment about our ownership of our property and also to align ourself with Bishop Lawrence and the Diocese of South Carolina in that request for declaratory judgment.

Q. So St. James voted to be part of this declaratory judgment action?

A. Yes, they did.

Q. And going back to the congregational meeting that next month on January 20th, 2013 you said you actually conducted the meeting?

A. Yes, I did.

Q. And in your opinion was there a full discussion of the proposed constitutional amendments at that meeting?

A. Yes, there were, and there were copies presented and available before the meeting and at the meeting.
Q. And are the minutes of that meeting as set forth on St. James Exhibit 9?
A. Yes, they are.
Q. And what was the actual vote of the congregation at the congregational meeting of St. James on January 20th, 2013?
A. It was unanimous.
Q. And how many votes were in favor of the amendments?
A. There were 100 plus people present at the meeting.
Q. So not a single vote opposed?
A. There was not.
Q. Now, do Exhibits 7 and 8 reflect the actual amendments to the constitution and bylaws of St. James that were voted on?
A. Yes, they do.
Q. By both the vestry and the congregation?
A. Yes, they do.
Q. And, finally, Reverend Jenkins, for what reason did St. James Church James Island take these steps in amending their corporate documents including the bylaws and constitution?
A. To protect and clarify the ownership of our property.
MR. EVANS: Thank you, Reverend Jenkins. Please answer any questions that defendants have.
THE COURT: All right. Is there any question from

OFFICE, COUNTY AUDITOR
FIRE PROOF BUILDING, 1826
Charleston, S. C. March 9th

This property is on record as Church Land W.G. Easson Co Auditor

6 Mch 86.
Mch 5—

The Vestry of the Parish Church of Saint Andrew

To

Saint James Church of James Island Saint Andrews Parish—

Release & Quit Claim

The Co Office
Charleston County
Filed 5. March 1886
Recorded R 2 p 107.
C. Kerrison L
R.M.C.

$1.00 (17 acres)

Paid $708.00 in satisfaction

PLAINTIFF'S EXHIBIT
SSSH-1

ROA_ 7251

State of South Carolina

Whereas on or about the twelfth day of Novem-
ber in the year of Our Lord One thousand Eight hun-
dred and thirty one the Vestry of the Parish
Church of Saint Andrews did make their deed
under seal whereby they did authorize certain
persons residing on James Island in said
parish constituting the Vestry of the Episcopal
Chapel there to take possession of a certain Chapel
of Ease, and to receive the rents arising from
certain land situate on James Island aforesaid
and known as the Glebe land measuring and
containing about seventeen acres And Whereas
the said grant was coupled with a condition
that should the said Vestry of the Episcopal
Chapel or their successors be unable to support
a minister during the space of three years or
should they attempt at any time to appropriate
or use the said chapel as a place of worship
other than that of the Protestant Episcopal Church
then it should be lawful for the said Vestry of
the Parish Church of Saint Andrews to take
possession of the chapel and to receive as theirs
for the rents and profits arising from the said
Glebe land. And Whereas an issue has arisen be-
tween the said the Vestry of the Parish Church
of Saint Andrews and the said the Vestry of the
Episcopal Chapel on James Island as to their
respective rights under the said deed. And

it is the earnest purpose and desire of both parties to avoid litigation and to consummate an amicable adjustment of their differences Now Know All men by These Presents that I Joseph Yates Chairman of the Vestry and Church Wardens of the Parish of Saint Andrews by virtue and authority of a Resolution of the said corporation to me directed in consideration of the premises and further in consideration of the sum of Seven hundred and eighty two dollars to me in hand paid at and before the sealing and delivery of these Presents Have remised released and forever Quit claimed and by these Presents Do for the said Vestry and its Successors remise release and forever Quit-Claim unto Saint James' Church of James Island Saint Andrews Parish their successors and Assigns forever all such right title interest property possessions rents profits claim or demand as the said Vestry of the Parish Church of Saint Andrews have or ought to have in or to the tract of Glebe land hereinafter described To Have and To Hold the said premises unto the said the Vestry of the Episcopal chapel their Successors and Assigns forever, so that neither the Vestry of the Parish Church of Saint Andrews aforesaid nor any other person in their name or in their behalf shall or will hereafter claim or demand any right or title to the said premises or any part thereof or any estate

ROA_ 7253

or interest therein but shall be by These Presents excluded and forever barred

In Witness Whereof I have hereunto set my hand and the seal of the said corporation this twelfth - day of January in the year of Our Lord One thousand eight hundred and eighty six - and in the One hundred and tenth year of the sovereignty and independence of the United States of America

Signed sealed and delivered in the presence of
Jas C. Stevens
W.M. Wallace
F.J. O'Rourke

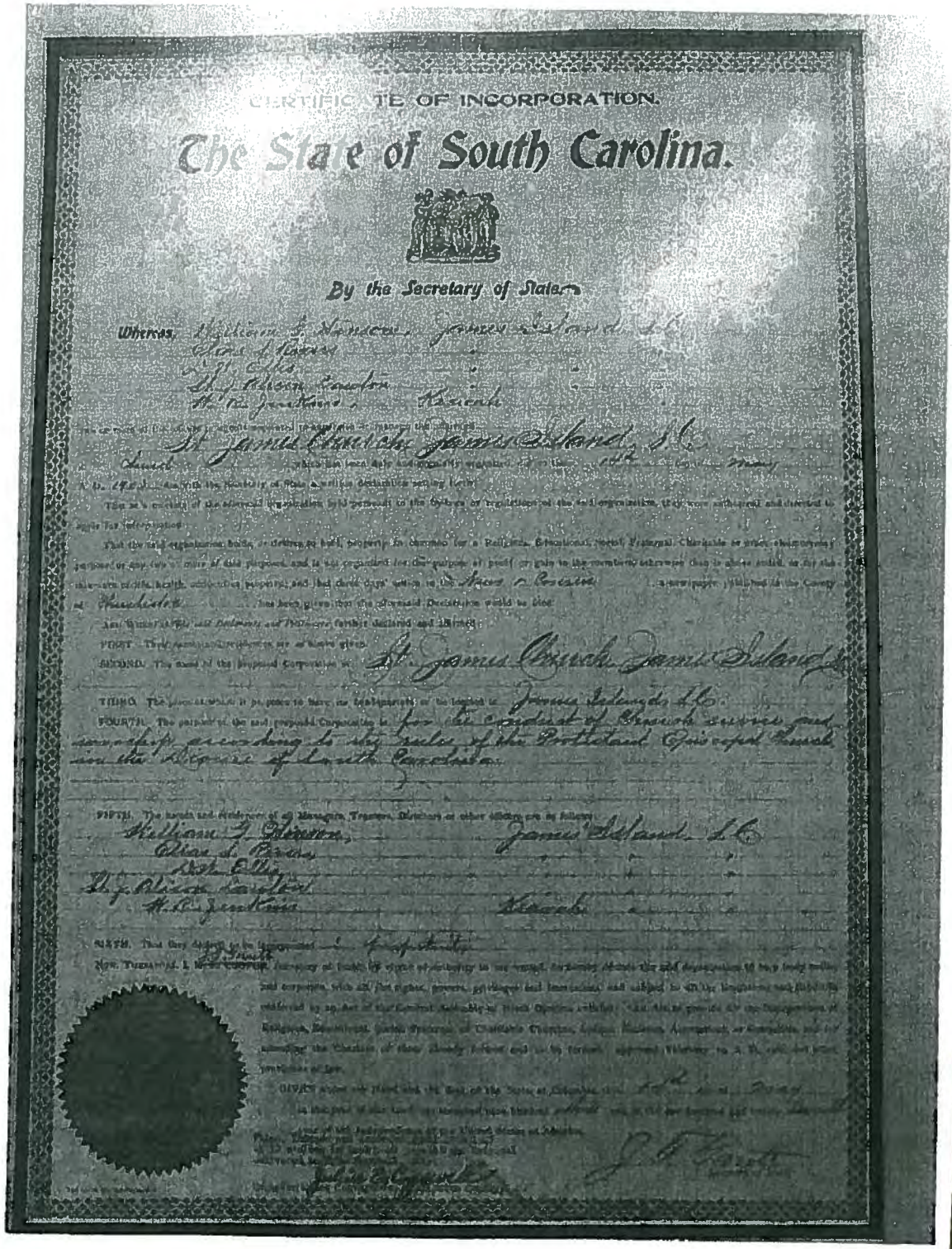
Joseph A Yates Seal
Chairman of Vestry

State of South Carolina
County of Charleston

Personally appeared W.M. Wallace and made oath that he saw the within named Joseph A Yates sign seal and deliver the foregoing release and quit-claim and that he together with one Jas C Stevens signed his name as a witness thereto

Sworn to before me this 12th day of July A.D. 1886
Thos D Jervey Jr
Notary Public

W.M. Wallace



CERTIFICATE OF INCORPORATION.

The State of South Carolina.

By the Secretary of State.

WHEREAS, William L. Stevens, James Island, S.C.
Chas. L. Pearce
J. J. Ellis
D. J. Nelson, Camden
H. C. Jenkins, Kershaw

the persons hereinafter named have associated themselves together for the purpose of forming a corporation under the name and style of

St. James Church, James Island, S.C.

Located at James Island, Charleston County, S.C. and have complied with the provisions of Title 12 of the Code of Laws of South Carolina, 1962, relating to the formation of corporations and have filed in my office a certificate of such compliance, duly executed and verified, as required by law.

NOW, THEREFORE, I, John C. West, Secretary of State of the State of South Carolina, do hereby certify that the above-named persons and their successors are hereby created a body politic and corporate by the name and style of St. James Church, James Island, S.C. and by that name shall have perpetual succession; and may sue and be sued, plead and be impleaded, in any court of law or equity; may make and use a common seal and alter the same at pleasure; may hold, purchase, receive, possess, enjoy and convey real and personal property, and any interest therein; may appoint such officers, agents and servants as the business of the corporation may require, and allow them suitable salaries or compensation; may make by-laws not inconsistent with the laws of this State or of the United States, regulating the manner in which its stock may be transferred, its property invested, conveyed or disposed of, its business conducted and its privileges exercised and enjoyed; and may exercise all other powers necessary to the transaction of the business for which it is incorporated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Carolina, at Columbia, this 2nd day of January, in the year of our Lord one thousand nine hundred and seventy-two and in the one hundred and ninety-sixth year of the Sovereignty and Independence of the United States of America.

John C. West
Secretary of State

FIRST. The name of the proposed Corporation is St. James Church, James Island, S.C.

SECOND. The location of the principal office of the Corporation is James Island, S.C.

THIRD. The purpose or purposes for which the Corporation is formed are as follows: For the conduct of Church services and worship according to the rules of the Protestant Episcopal Church in the Diocese of South Carolina.

FOURTH. The number of Directors constituting the first Board of Directors is five (5), and the names and addresses of the persons who are to serve as Directors until the first annual meeting or until their successors are elected and qualify are as follows:

William L. Stevens, James Island, S.C.
Chas. L. Pearce
J. J. Ellis
D. J. Nelson, Camden
H. C. Jenkins, Kershaw

FIFTH. The duration of the Corporation is perpetual.

SIXTH. The private property of the members of the Corporation shall not be liable for the debts of the Corporation.

SEVENTH. The name and address of the incorporator is as follows:

William L. Stevens, James Island, S.C.

EIGHTH. The powers of the incorporators shall terminate upon the filing of this Certificate of Incorporation.

NINTH. The Corporation is not organized for profit and no part of the income or profit thereof shall inure to the benefit of any director, officer or member of the Corporation, except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of the purposes for which the Corporation is formed, and no director, officer or member of the Corporation shall receive or be lawfully entitled to receive any pecuniary profit from the operations thereof, except reasonable compensation for services in effecting one or more of the purposes for which the Corporation is formed. In the event of dissolution or final liquidation of the Corporation, no director, officer or member thereof shall receive any of the assets or income therefrom, but all of the assets of the Corporation shall be distributed to the Diocese of South Carolina of the Protestant Episcopal Church, or to such other organization as may be designated by the Diocese of South Carolina of the Protestant Episcopal Church.

TENTH. The Corporation may indemnify any director, officer, employee or agent of the Corporation against expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a party by reason of being or having been such director, officer, employee or agent, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. Such indemnification may be made whether or not such person is a director, officer, employee or agent at the time such expenses are incurred. The Corporation may also reimburse to any director, officer, employee or agent the reasonable costs of settlement of any such action, suit or proceeding if it shall be found by a majority of a committee composed of the directors not involved in the matter in question (whether or not a quorum) that it was to the interest of the Corporation that such settlement be made and that such person was not guilty of negligence or misconduct. Such indemnification or reimbursement shall not be deemed exclusive of any other rights to which such director, officer, employee or agent may be entitled apart from the provisions of this section.

ELEVENTH. The Corporation may be dissolved upon the written consent of two-thirds of the members thereof.

TWELFTH. Amendments to this Certificate of Incorporation may be made by the affirmative vote of two-thirds of the members of the Corporation.

PLAINTIFF'S EXHIBIT SJII - 2

RMC 399PG020

LT-1314

STATE OF SOUTH CAROLINA)
) DEED
COUNTY OF CHARLESTON)

WHEREAS, Saint James Church, James Island, South Carolina, an Eleemosynary South Carolina corporation a/k/a Saint James Episcopal Church is the owner of the property described herein; and

WHEREAS, the Vestry of Saint James Episcopal Church voted unanimously to sell the property at its meeting on March 6, 2000 subject to the approval of Bishop Salmon and the State Attorney General's Office; and

WHEREAS, Bishop Edward L. Salmon, Jr. on May 19, 2000 granted his official approval of the sale of the property; and

WHEREAS, the Honorable Roger M. Young, Master in Equity for Charleston County in Case Number 00-CP-10-2268 by Supplemental Order of Judgment dated July 23, 2001 approved the sale of the property for a sales price of $4,200,000.00, which Order is recorded in Book V-390, Page 304, Charleston County RMC Office; and

WHEREAS, the action mentioned was brought against Charles M. Condon as Attorney General of the State of South Carolina as a Defendant; and

WHEREAS, the Vestry of Saint James Episcopal Church authorized and directed that the Deed of Conveyance for this property be executed by Reverend Arthur M. Jenkins, Ann L. King, Senior Warden and Jane B. Horne, as Secretary of the Vestry; and

WHEREAS, the contract for the purchase of this property has been assigned to Parrot Point, LLC

KNOW ALL MEN BY THESE PRESENTS that SAINT JAMES EPISCOPAL CHURCH (hereinafter referred to as "Grantor") in the State aforesaid, for/and in consideration of the sum of FOUR MILLION TWO HUNDRED THOUSAND AND NO/100 ($4,200,000.00) DOLLARS, to it in hand paid at and before the sealing of these presents by PARROT POINT, LLC (hereinafter referred to as "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 unto the said Grantee, the following described real property, to-wit:

THE PROPERTY HEREBY CONVEYED IS DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY EXPRESS REFERENCE.

PLAINTIFF'S EXHIBIT
SJJ1-3

SJJI-313-00200

The above tracts of land being the property devised to the Grantor under the Will of Josiah R. Harvey dated August 22, 1837 and filed in Will Book H, at Page 395 in the Charleston County Probate Court, and being the property conveyed to the Grantor by Charleston Orphan House, Inc. by deed dated January 17, 1989 and recorded in the Charleston County RMC Office in Book G-181, Page 824.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

1. The 25' DHEC/OCRM critical line buffer and 10' building setback shown on said plat;

2. The Restriction that the portion of the property shown as the cross hatched area on Exhibit "B" attached hereto shall not be subdivided into lots and shall be maintained as open space;

3. The maximum number of lots which may be developed on the property is 28 single family building lots;

4. The obligation of Parrot Point LLC, its successors and assigns to convey to Saint James Episcopal Church the property shown and designated as Lot 23 on the site plan and tree survey for Parrot Point prepared by TRICO Engineers dated 9/00/01 and attached hereto as Exhibit "C".

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, its Successors and Assigns, forever.

TMS NUMBER 452-00-00-002

GRANTEE'S ADDRESS: 14755 Preston Rd 550 -
Dallas, Texas 75240

Grantor does hereby bind itself and its Successors and Assigns, to specially warrant and forever defend, all and singular, the said Highlands in Parcel 1 unto the said Grantee, its Successors and Assigns, against it and its Successors and Assigns, lawfully claiming, or to claim, the same or any part hereof.

BK C 399PG022

WITNESS its Hand and Seal this 5th day of March, in the year of our Lord, two thousand two and in the two hundred and twenty-sixth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

SAINT JAMES EPISCOPAL CHURCH

By: _____ (SEAL)
REVEREND ARTHUR M. JENKINS

By: _____ (SEAL)
ANN L. KING
ITS: SENIOR WARDEN

By: _____ (SEAL)
JANE B. HORNE
ITS: SECRETARY OF VESTRY

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 5th day of March, 2002, by SAINT JAMES EPISCOPAL CHURCH, BY ITS ABOVE NAMED REVEREND ARTHUR M. JENKINS, ANN L. KING, SENIOR WARDEN and JANE B. HORNE, SECRETARY OF VESTRY.

_____ (SEAL)
NOTARY PUBLIC FOR SC
MY COMMISSION EXPIRES: 6/21/09

EXHIBIT "A"

PARCEL 1:

ALL that certain piece, parcel or tract of land, situate, lying and being on James Island in the City and County of Charleston, South Carolina, containing 47.423 acres of highland, more or less and shown and designated as Parrot Point Tract on the Plat prepared by Timothy D. Elmer, RPLS dated December 10, 2001 and bearing the legend: "PLAT SHOWING AN EXISTING 47.423 ACRE TRACT OF LAND, KNOWN AS PARROT POINT TRACT, PROPERTY OF SAINT JAMES EPISCOPAL CHURCH, LOCATED IN THE CITY OF CHARLESTON, JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" which is recorded in the RMC Office for Charleston County in Plat Book EF at Page 265, which Plat is incorporated herein by specific reference thereto.

The property is bounded on the South by Schooner Road and lots 1 through 21, Block E, Lighthouse Point; on the West by Creekside Drive (50' R/W) and property now or formerly of Campbell; on the Northeast by the present DHEC/OCRM critical line which meanders and separates this property from the marshes of Parrot Creek hereinafter described, and having the measurements, courses, distances and buttings and boundings as are and will be more fully shown by reference to the said Plat.

ALSO

ALL of our right, title and interest, of, in and to the following described property:

PARCEL 2:

ALL that certain piece, parcel or tract of land, situate, lying and being on James Island, in the City and County of Charleston containing 50 acres of marshland more or less and designated by the Charleston County Tax Map system by the number 452-00-00 and being bounded on the East, North and West by Parrot Creek and on the South by the property first described above.

SAVING AND EXCEPTING from this conveyance the historical site which is shown on the Plat by Timothy D. Elmer dated October 19, 2001 and recorded in the RMC Office for Charleston County in Plat Book DD, Page 38.

BK N 544PG881

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that **PARROT POINT, LLC, a South Carolina limited liability company ("Grantor")**, in consideration of the total sum of Five and 00/100 ($5.00) Dollars in hand paid to Grantor by or on behalf of Grantee at and before the sealing of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto **ST. JAMES EPISCOPAL CHURCH ("Grantee")**, the following described Premises, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND
MADE PART HEREOF BY THIS REFERENCE
(Lot 6, Parrot Point a/k/a Belle Terre S/D
James Island, City and County of Charleston, South Carolina)

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the Grantee, and Grantee's heirs, successors and assigns against the Grantor and the Grantor's heirs, successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor by its Manager has set Grantor's Hand and Seal this 10 day of July, 2005.

WITNESS:

First Witness Signs Here

Notary Signs Here as Witness

PARROT POINT, LLC, a South Carolina limited liability company (SEAL)

By: Rex F. Robertson
Its: Manager

CHARLESTON 262918v1

SJJI-313-00207

BK N 544PG882

STATE OF TEXAS
COUNTY OF Dallas

COMPLETE ALL BLANKS
ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of Texas, do hereby certify that Grantor by its Manager personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 6 day of July, 2005.

Denise M. Robison
Notary Public, State of Texas
My commission expires: 4-5-2006

DENISE M. ROBISON
MY COMMISSION EXPIRES
April 5, 2006

CHARLESTON 262918v1

SJJI-313-00208

B 495PG401

STATE OF SOUTH CAROLINA)
) **TITLE TO REAL ESTATE**
COUNTY OF CHARLESTON)

WHEREAS as a duly called meeting of the Board of Directors of Prestige Builders, Inc., it was resolved by said board that the below described property be sold and that Vicki Ochrymowich as its Vice President, be authorized to execute and deliver any and all documents in connection with said transfer.

KNOW ALL MEN BY THESE PRESENTS, THAT Prestige Builders, Inc., for and in consideration of the sum of Two Hundred Seventy Three Thousand Four Hundred and 00/100 Dollars ($273,400.00) to it in hand paid at and before the sealing of these presents by Bonum S. Wilson, Jr. As Senior Warden for the St. James Episcopal Church, 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 unto the said Bonum S. Wilson, Jr. As Senior Warden for the St. James Episcopal Church, its successors and assigns, forever the following described property to wit:

All that certain lot, piece or parcel of land together with the buildings and improvements thereon, situate, lying and being in the City and County of Charleston, State of South Carolina, and being shown and delineated as Lot No. 31, Block A, Majestic Oaks at Seaside Plantation, on a plat thereof bearing legend "SUBDIVISION PLAT OF TRACT C- LOTS 1-53 BLOCK A, LOTS 1-22 BLOCK B AND LOT 15 C, MAJESTIC OAKS, SEASIDE PLANTATION, LOCATED IN THE CITY OF CHARLESTON, JAMES ISLAND, CHARLESTON COUNTY, S.C.," by Forsberg Engineering and Surveying, Inc., dated July 29, 1999; revised September 20, 1999 (deleted Lot 15C); and last revised October 1, 1999, and recorded October 8, 1999 in the RMC Office for Charleston County in Plat Book ED, at Page 488, which said plat is hereby made a part and parcel hereof by reference; said lot having such size, shape, dimensions, buttings, and boundaries as will by reference to said plat more fully appear.

SUBJECT to all restrictions, easements and rights-of-way of record.

BEING the same premises conveyed to the Grantor herein by deed of P. T. Associates Limited Partnership dated 5-3-2001 and recorded in Book T370, page 582.

PLAINTIFF'S EXHIBIT
SJJ1-4

BK G 495PG402

TMS#: 427-06-00-205

Grantee's Address: 1872 Camp Road
Charleston, SC 29412

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Bonum S. Wilson, Jr. As Senior Warden for the St. James Episcopal Church, its successors and assigns.

AND it does hereby bind itself and its successors, assigns, executors and administrators, to warrant and forever defend, all and singular, the said Premises unto the said Bonum S. Wilson, Jr. As Senior Warden for the St. James Episcopal Church, its successors and assigns, forever, against it and its successors and all persons whomever lawfully claiming, or to claim the same or any part thereof.

WITNESS its Hand and Seal this 17th day of May, in the year of our Lord two thousand four and in the two hundred and twenty-seventh year of Sovereignty and Independence of the United States of America.

BK 495PG403

WITNESS its Hand and Seal this 17 day of May, in the year of our Lord two thousand 2004 and in the two hundred and twenty-8th year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Prestige Builders, Inc.

BY: Vicki Ochrymowich,
ITS: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposed and says that (s)he saw the within named Prestige Builders, Inc., by its authorized officer, sign, seal, and as its act and deed deliver the within Deed and that (s)he with the other above-subscribed witness witnessed the execution thereof.

SWORN TO BEFORE ME THIS
17th day of May, 2004

Notary Public for South Carolina
My Commission Expires: 5/5/2010

SJJI-313-00206

St. James Episcopal Church
December 6, 2012
Vestry Minutes

Clergy Present: Arthur Jenkins, Louise Weld

Vestry Present Bruce McDonald, Virginia Bartels, Robert Paige, Les Sease, Mary King, Prentiss Findley, Gene Morrison

Vestry Not Present: Joel Cochran, Mark VonAllmon, Mark Evans, Tom Hilton

Prayers

Rector's Warden:

- "Declaratory Judgment" Discussion - Vestry supporting Bishop Lawrence and an explanation of court procedures to have all court hearings take place in the State of South Carolina, instead of being held in a New York court.
- Motion made "That we align ourselves with Bishop Lawrence and the Diocese of SC, and that a Declaratory Judgment be issued that recognizes that we are the Protestant Episcopal Diocese of SC." Motion was 2nd, and passes with full vestry approval.

Next Vestry Meeting: Dec. 18 6:00 pm

Prayers

Meeting adjourned

Faithfully Submitted
Gene Morrison, Vestry Clerk
December 21, 2012

PLAINTIFF'S EXHIBIT
SJJ1-5

St. James Episcopal Church
January 15, 2013
Vestry Minutes

Clergy Present: Arthur Jenkins, Louise Weld

Vestry Present: Bruce McDonald, Virginia Bertels, Mark VonAllmon, Mark Evans, Robert Paige, Mary King, Prentiss Findley, Jim Bennent, Tom Hilton, Joel Cochran, Gene Morrison

Vestry Not Present: Les Sease

Prayers

Rector's Warden:

- Budget – No changes to worksheet.
- some pledges still not come in (yet).
- Pledging Units increased this year, 156 current count.
- Poster Boards at Sundays' meeting. Subject matter provided by Arthur.

People's Warden:

- Sign Repair – Keith Doran is going to provide a sketch. Questions as to what it should say. Further discussion at next Vestry meeting.
- Church – peeling paint investigation – handout provided. Further investigation still required.

New Business:

- Clergy Search Committee – Composition of the Search Comm. record of Vestry Vote – via email. Search priorities discussed. Currently four candidates.
- Sabbatical News – handout – start & end dates discussed. Still uncertain.
- Lent Meditation Booklet – taking submissions (from Vestry)
- Constitution Changes – handout – motion made by Prentiss to accept changes to Constitution as presented, seconded by Tom. Discussion, and approved by Vestry, and the changes will be presented at Sundays' meeting.
- By-Law Changes – handout – motion made by Mary to accept changes to By-Laws as presented, seconded by Jim. Discussion. Virginia requested that in Sect. II, A.1, "They shall include, thought not exclusively, the ...." be changed to "They may include, thought not exclusively, the ....". The change was made to the sentence, and the changes to the By-Laws accepted by the Vestry, and will be presented at Sundays' meeting.
- Disassociation Resolution to join litigation – "Be it resolved, that St. James Church, 1623 Camp Road, Charleston, SC, has chosen to support and join the Protestant Episcopal Church in the Diocese of South Caroline and its constituent parishes in litigation seeking a declaratory judgment." – motion made by Bruce to accept the Disassociation Resolution as presented, seconded by Mark Evans. Discussion, and approved by the Vestry.

PLAINTIFF'S EXHIBIT
SJJI-6

- Attendance at TEC (DoSC) Convention – handout – Resolution of the Board of Directors, St. James Church, James Island – basically not representatives from St. James will be attending. Motion made by Bruce to accept Resolution, seconded by Mark Evans. Discussion, and approved by the Vestry.

Calendar:

- Jan. 20 – Congregational Meeting
- Feb. 8 – Missions banquet

Next Vestry Meeting: Feb. 19 6:00 pm

Prayers

Meeting adjourned

Faithfully Submitted
Gene Morrison, Vestry Clerk
January 16, 2013

Gene Morrison

CONSTITUTION

of the

Parish of St. James', James Island, South Carolina
As approved by the members of St. James' at the Congregational
Meeting of January 10th, 1993 and amended at the
Congregational Meeting of August 20, 1995 and further amended
at the Congregational Meeting of January 10, 2001,
and further amended at the Congregational Meeting of November 14, 2010,
and further amended at the Congregational Meeting of January 20, 2013.

ARTICLE I

This Parish began as a Chapel of Ease to St. Andrew's Parish, Charleston County, being separated therefrom in 1831, and was incorporated under the name of St. James' Church, James Island.

ARTICLE II

Members of Saint James' Church are defined as Baptized and attending persons listed in the Parish Register of Saint James'.



ARTICLE III

Only confirmed communicant members of Saint James' Church who are seventeen years of age or over and who have communed at least three times during the past year shall be entitled to vote at any Parish meeting.

ARTICLE IV

An annual meeting of the members of this Parish shall be held in accordance with Canon VI of the Protestant Episcopal Church in the Diocese of South Carolina ("Diocese of South Carolina").

> "*Section 1.* There shall be an annual meeting of the members of each Parish on the second Monday in January, or some other day to be appointed upon not less than one week's notice, given by the Rector, or the Vestry, if there be no Rector, for the purpose of electing Wardens, members of the Vestry, and Lay Deputies to the Convention, as provided by the Constitution; and of transacting such other business as may be brought before it; PROVIDED, however, if the Constitution or by-laws of the Parish so provide, Wardens may be elected by the Vestry."

ROA_ 7269

"*Section 2.* At least thirty (30) days prior to the annual meeting the Rector shall compile and publish a list of the communicants of the Parish in good standing, and shall indicate which are confirmed communicants."

"*Section 3.* At these meetings the Rector shall preside; but if there be no Rector, or if he be absent, then a presiding officer shall be chosen, and a Secretary appointed."

"*Section 4.* The elections shall be by ballot, and the qualifications of those who may vote shall be prescribed by the by-laws of the Parish; PROVIDED, that at such meetings and elections none shall vote except members who have attained the age of seventeen years."

"*Section 5.* The Vestry shall make to this meeting an annual report of their official acts during the year."

ARTICLE V

The Vestry shall consist of twelve voting members of the parish, aged 18 years or over, who shall serve, upon being elected, for a term of three years. Four members shall be elected each year. The Vestry, at its discretion, shall arrange to have vacancies filled by calling a congregational meeting for the purpose of filling unexpired terms. No vestryman shall be eligible to re-election for the space of one

ROA_ 7270

year after the expiration of the term to which he was elected. At each annual congregational meeting the election of members of the Vestry shall be by majority vote with the first four persons receiving the highest number of votes being elected to a three year term. In the event there are unexpired terms to be filled, the person receiving the next highest number will be elected to the longer unexpired term.

The qualifications of those who are to be elected as Wardens and Vestrymen are as set forth in Canon VII, Section 1, of the Diocese of South Carolina.

> "*Section 1.* In every Parish there shall be a Vestry composed of two Wardens, and not less than three (3) or more than fifteen (15) persons as the Vestry, members of the Parish, to continue in office for the term elected, which shall not exceed five years, and until their successors are elected. The Wardens shall always be confirmed communicants of the Church who have attained the age of 21 years and who have communicated at least three times in the year preceding their election. The Vestry shall always be confirmed communicants of the Church who have attained the age of 18 years and who have communicated at least three times in the year preceding their election."

The Senior Warden and Junior Warden shall be elected by the Vestry.

The Clerk/Secretary, Treasurer/s, and any other officers shall be elected by the Vestry.

"*Section 2.* Nominations of candidates for election to the vestry at each Annual Meeting shall be invited no less than 25 days prior to this meeting. No less than ten days prior to this meeting the Congregation shall be provided with details of each candidate and their nominators prior to the election.

ARTICLE VI

Section I. The duties and office of the Vestry are set forth in Canon VII, Sections 3,4,5,6,7, and 8, Diocese of South Carolina.

"*Section 3.* The Wardens, and Vestry, thus elected, together with the Rector, if there be one, and if not, then themselves, shall constitute the Vestry, and shall be the official representative of the Parish. The Rector shall preside at all meetings, and in case of his absence one of the Wardens shall preside."

"*Section 4.* The Vestry shall have charge of the temporalities of the Church, which shall include those listed as follows:

(1) They shall provide for all repairs to the Church owned properties and insurance thereof;

(2) They shall pay salaries to all employees who have, prior to appointment, been authorized by the Vestry, to be paid with Church funds. No employee of the Church,

except an Assistant Rector, shall be employed without the consent and financial support of the Vestry, but the Rector shall have the right to employ, supervise and fire all employees of the Parish whose duties are concerned with the spiritual mission of the Church, or whose duties, while not primarily of a spiritual or sacerdotal nature, have such bearing on the ability of the Rector to perform his or her duties that the hiring and supervision of those employees should be the Rector's responsibility. While the employment of an Assistant Rector does not require the consent of the Vestry, his or her employment is subject to the financial support of the Vestry given prior to appointment.

(3) They shall pay current expenses which they have approval to be paid or which they, in their discretion deem necessary to be paid.

(4) They shall take all necessary steps to raise funds annually or periodically for the support of the Church and its programs.

(5) They shall keep a proper account of all monies received by the Church and expended by it and make an annual report of the financial condition of the Church at each annual congregational meeting.

(6) They shall employ, supervise and have the rights to fire those employees who are employed to give advice to the Vestry on matters of finance, long-term planning for the

use of Church property, and investment of Church monies.

(7) They shall execute all duties which are now, or may hereafter be imposed upon them by any General Convention of the Diocese."

"*Section 5.* It shall be the especial duty of the Wardens to provide whatever may be necessary for the due celebration of divine worship (as books, vestments, etc.); also for the decency and comfort of the church buildings and furniture, books for church records, and the elements of the Lord's Supper, and to put down all disorder during the public worship. They shall be ready to collect "the alms and other devotions of the people, and in case the Parish or Church is without a Minister shall disburse them; and also provide for public worship by occasional clerical services, or by lay reading, as circumstances will permit. They shall also, during such vacancy, take charge of the church plate, records, etc., and shall present to the Bishop, at each Annual Convention, a report of the Parish. It shall also be their further duty to aid the Rector or Minister in all agencies and efforts for the advancement of the Church - as Sunday Schools, etc. - and they may report to the Bishop any irregularities in the mode of conducting public worship, and all offenses by their Ministers, or by any other officiating for him, against Rubrics or Canon, faith or morals."

"*Section 6.* The pastoral connection shall not be dissolved except as provided for by Canon

ROA_ 7274

XXVII of this Diocese."

"*Section 7.* When a Parish is vacant, it shall be the duty of the Vestry to notify the bishop of the fact, and also to elect and invite a Rector; but not without due regard to the ascertained wishes of the congregation and the approval of the Bishop."

"*Section 8.* All church buildings and the personal property contained therein shall be insured in a reliable insurance company or companies for an amount to be determined by the Vestry or other governing body having ownership or supervision of the property."

Section II: A quorum of the Vestry shall consist of a simple majority of the Vestry. Regular and special meetings of the Vestry shall be called only after due notice.

Section III: The Junior Warden shall be the assistant to the Senior Warden and shall act in the capacity of the Senior Warden in case of his absence.

Section IV: The Clerk/Secretary shall keep the minutes and conduct the correspondence of the Vestry and will give due notice to each member of the Vestry of all meetings to be held.

Section V: The Treasurer/s, subject to the direction and control of the Vestry, shall collect and receive all monies due and belonging to the Parish and shall have the custody, in trust for the Parish, of all

funds, securities and title deeds thereof.

Section VI. All securities shall be kept in a bank safe deposit box, and the Treasurer/s shall be accompanied by one of the Wardens when opening the box.

Section VII. The Vestry shall make such by-laws as it may deem necessary for the transaction of its business provided that no by-laws may be in conflict with the Constitution.

ARTICLE VII

The Vestry shall form and charge such Committees, Groups and Teams in the Worship, Outreach, Fellowship, Discipleship and Service Areas of Ministry as are required to fulfill our mission of "Proclaiming the Grace of God in Jesus Christ." The Vestry shall publish by-laws governing the election or selection of members, terms of service, rotation, chairmanship, number of members and all other matters necessary for the good operation and control of each committee, group or team. The Service Area of Ministry shall include Standing Committees for the proper care and operation of our Buildings and Grounds, Cemetery, Finances, Investments, Land, Memorials and Gifts, and other physical and financial assets.

ARTICLE VIII

ROA_ 7276

Section I: At each annual meeting called in accordance with Article V, hereof Lay Deputies and their alternates to the Diocesan Convention and to Deanery Meetings shall be elected in accordance with provisions of Article III, Section 3 of the Constitution of the Diocese of South Carolina and of Section 2 of Canon IV of the Diocese of South Carolina.

Section II: In accordance with those provisions, Lay Deputies shall be elected by ballot from among the confirmed communicants of the parish. The four persons who receive the greatest number of votes shall serve as the Lay Deputies for a period of one year commencing on the day after the next following Diocesan Convention, and the four persons who receive the next greatest number of votes shall serve as alternates in the order so elected for a period of one year.

Section III: In connection with such election of Lay Deputies and their alternates, anyone entitled to vote therein may nominate the Senior Warden or the Junior Warden, separately, by title with the words appended to the nomination "or his/her successor". Any such nomination shall be treated as the nomination of a communicant as provided for in Article III, Section 3 of the Constitution of the Diocese of South Carolina and shall be voted on as though it were the nomination of a named communicant.

Section IV: In the event that any person elected by name shall also be elected by title, by virtue of his or her subsequent election as Senior Warden or Junior Warden, his or her role is one of such capacities shall be filled by the alternate determined on the basis of the order of election referred to in Section II of

this Article IX.

ARTICLE IX

There shall be a minister for the congregation styled as Rector of St. James' Church who shall be entitled to receive a fixed salary from the Church. The Rector shall be chosen and elected by the Vestry, in accordance with such provisions as the Vestry shall promulgate.

ARTICLE X

No alterations shall take place in this Constitution except by a majority vote at a Congregational Meeting, provided that notice is given at least thirty (30) days prior to such Congregational Meeting, that an amendment or change is to be voted on.

ARTICLE XI

Sturgis' Rules of Order shall govern all procedure in Congregational Meetings.

St. James Episcopal Church
Annual Congregational Meeting Minutes
January 21, 2013

Clergy Present: Arthur Jenkins, Louise Weld, Ron Warfuel

Appointments -
Secretary: Gene Morrison

Meeting called to Order by Rev'd. A. Jenkins, followed by prayers.

Budget Update – Bruce provided a summary of 2012 expenses and presented the 2013 budget along with Arthur's poster boards outlining areas for extra giving (missions, new assistant, and Diocese pledge).

Search Committee for new Assistant Rector – Virginia Bartels discussed the qualifications and criteria that the Committee is using to find our new Assistant. Hoping to find someone by early summer.

Constitution & By-Law Revisions – Due to recent actions by TEC, changes were required to remove references to TEC from St. James' Constitution & By-Laws to reflect our move away from TEC. Handouts of the proposed revisions were provided to the congregation. A motion was made by Dick Bartels to accept these revisions, and seconded by Art Field. After discussion and some explanation of revisions to the congregation, a vocal vote was taken with all in favor, with none opposed.

Diocesan & Anglican Affairs – Arthur discussed recent events with the congregation.

Sabbatical News – Arthur provided the congregation with his sabbatical plans.

Doxology & Blessing

Respectfully Submitted,
Gene Morrison
Secretary for the Congregational Meeting
Gene Morrison

PLAINTIFF'S EXHIBIT
SJJ1-9





STATE OF SOUTH CAROLINA)

TITLE TO REAL ESTATE

COUNTY OF CHARLESTON)

RMC Bk 0218 Pg 401 : pg 1 *

KNOW ALL MEN BY THESE PRESENTS THAT ST. JAMES CHURCH, JAMES ISLAND, SC, ("Grantor") in consideration of the sum of Ten and No/100 ($10.00) Dollars, to the Grantor in hand paid at and before the sealing of these presents by BONUM WILSON, JR., JOHN MIKELL, GRESHAM MEGGETT, REV. ARTHUR JENKINS, BRUCE W. MACDONALD, AND THEIR SUCCESSORS, TRUSTEES OF ST. JAMES CHURCH LAND TRUST dated March 26, 2010, ("Grantee") 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 ("Exceptions") set forth below unto the said Grantee, subject to the below Exceptions, the following described property:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED
HEREIN BY REFERENCE THERETO

TOGETHER with all and Singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the Grantee hereinabove named, Grantee's successors and assigns forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises, subject to the above Exceptions, unto the Grantee hereinabove named, and the Grantee's successors and assigns against the Grantor and the Grantor's successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

RMC Bk 0218 Pg 401 : pg 2 *

WITNESS the Grantor's hand and seal this 28th day of March, 2010.

IN THE PRESENCE OF:

ST. JAMES CHURCH, JAMES ISLAND, SC

By:

Bruce W. MacDonald, Its Senior Warden

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 28 day of March, 2010 by ST. JAMES CHURCH, JAMES ISLAND, SC, by its duly authorized officer.

Notary Public for South Carolina

My Commission Expires: July 18, 2015

RMC Bk 0218 Pg 401 : Pg 3 *

EXHIBIT A

LEGAL DESCRIPTION

All those certain pieces, parcels and tracts of land located in the City of Charleston, Charleston County, South Carolina, shown as, "TRACT E 1.06 AC"; "TRACT D 15.5 AC. OF HIGHLAND"; MARSHLAND CLAIMED BY ST. JAMES CHURCH 9.3 AC"; and "TRACT C 3.06 AC"; TRACT C ALSO CONTAINS 0.3 AC OF HIGHLAND", together, with all right title, and interest to that portion of the former right-of-way of Camp Road shown as a part of. "OLD ABANDONED RIGHT OF WAY" located within Tract B, Tract E and to the north of Tract E, all as shown on a plat entitled, "PLAT OF PROPERTY OWNED BY ST. JAMES EPISCOPAL CHURCH, CHARLESTON COUNTY, SOUTH CAROLINA" by The John McCrady Co., dated October 1956 and recorded in Plat Book L, Page 48 in the RMC Office for Charleston County. Said property has such shape, size, buttings, boundaries and dimensions as will by reference to said Plat more fully at large appear. Tract E is TMS No. 425-01-00-031; Tract D and Marsh is 425-01-00-032 and Tract C is highland and marsh is 415-01-00-035.

Grantee's Address: 1872 Camp Road
Charleston, SC 29492

Derivation: This being a portion of the property that was conveyed to the Grantor by deed of St. James Church of James Island, St. Andrews Parish dated December 22, 1958 and recorded in Charleston County at Deed Book S66 at pages 14-16.

RMC Bk 0218 Pg 401 : pg 4 *

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT RE DEED RECORDING FEE

PERSONALLYAPPEARED before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.

2. The property being transferred by St. James Church, James Island, SC to St. James Church Land Trust is the property known as "TRACT E 1.0 AC"; "TRACT D 15.5 AC. OF HIGHLAND"; MARSHLAND CLAIMED BY ST.JAMES CHURCH 9.3 AC"; and TRACT C 3.06 AC"; TRACT C ALSO CONTAINS 0.3 AC OF HIGHLAND"; Tract E is TMS No.425-01-00-031;Tract D is 425-01-00-032 and Tract C is 415-01-00-035.

3 CHECK ONE of the following:

(a) ____subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) ____subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _X_EXEMPT from the deed recording fee because of exemption No. 8; if exempt skip items 4-7 and go to item 8 of this Affidavit.

4. Check one of the following if either 3(a) or 3(b) has been checked:

(a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $_____.

(b) The fee is computed on the fair market value of the realty which is $_____.

(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____ .

5. Check YES ____ or NO ____ to the following: A lien or encumbrance existed on the land, Tenement or realty before the transfer and remained on the land, tenement, or realty after the transfer. If YES, the amount of the outstanding balance of this lien or encumbrance is $_____.

6. The DEED Recording Fee is computed as follows:
(a) _____ the amount listed in4 above; LESS
(b) _____ the amount listed in5above (if none, show O);
(c) _____ Subtract 6(b) from 6(a) and place result.

7. As required by Code Section l2-24-70, I state that I am the responsible person who was connected with the transaction as: Closing Attorney.

RMC Bk 0218 Pg 401 : Pg 5 *

I understand that a person required to furnish this Affidavit who willfully furnishes a fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

St. James Church, James Island, S.C.

By: _____

Bruce W. MacDonald, Its Senior Warden

SWORN to before me this
27 day of March, 2010.

_____

Notary Public for South Carolina
My Commission Expires: July 15, 2015

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INDENTURE OF TRUST
FOR THE
ST. JAMES CHURCH LAND TRUST

THIS INDENTURE OF TRUST is made this 28 day of March, 2010, by the undersigned Trustees who hereby declare that they have received this day the sum of One Hundred ($100.00) Dollars, to hold and manage, together with any additions thereto, in Trust, as follows:

ARTICLE ONE: This Trust shall be an irrevocable charitable trust which shall exist in perpetuity and shall be known as the **ST. JAMES CHURCH LAND TRUST.** The purpose of the Trust shall be to purchase, receive, hold title to, improve, and otherwise manage real estate and improvements thereon in order to provide an orthodox Anglican ministry center for St. James Church located on James Island, South Carolina, and for such other orthodox Anglican churches and organizations as the Trustees determine are appropriate beneficiaries of this Trust from time to time.

ARTICLE TWO: The Trustees may receive and accept interests in property by way of purchase, gift, bequest, or devise, from any person, firm, trust or corporation, whomsoever, whether any such addition or contribution be by intervivos transfer, by transfer from any trust fund, by testamentary disposition, by

exercise of any power of appointment, or otherwise; provided that no assets received in any manner from any corporation shall be used in any place other than within the United States or any of its possessions, as set out in Section 170(c)(2) of the Internal Revenue Code of 1986, as now in force or as hereafter amended; and further provided that no gift, bequest, devise, or transfer of any property shall be received and accepted if it be conditioned or limited in such a manner as shall require the disposition of its income or its principal to any person or organization that is not engaged in Christian ministry, or if such disposition shall jeopardize the federal income tax exemption of this Trust pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as now in force or as hereafter amended.

ARTICLE THREE: A. All property received and accepted by the Trustees to be administered under this Indenture of Trust and all income derived therefrom shall be held in trust by the trustees and shall be used to acquire, improve, and maintain facilities for Christian worship and missions at St. James Church. Income or principal derived from contributions shall be distributed by the Trustees to or for the benefit of St. James Church and its missions. No part of the net earnings of this Trust shall inure or be payable to or for the benefit of any private individual as defined by Treasury Regulation 1.50(a)(1)-1(c), and no

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substantial part of the activities of this Trust shall be the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted by Section 501(h) of the Internal Revenue Code of 1986, as now in force or as hereafter amended. No part of the activities of this Trust shall be the participation in, or intervention in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

B. In this Indenture of Trust and in any amendments to it, the phrase "for charitable purposes" shall mean providing a ministry center and other facilities for orthodox Anglican ministry and missions at or under the direction of St. James Church.

C. In this Indenture of Trust and in any amendments to it, reference to "charitable organization" shall mean St. James Church and other organizations selected by the Trustees from time to time whose primary purpose is orthodox Anglican ministry and missions; provided however that all said organizations must also qualify for exemption from federal income tax under Section 170(b)(1)(a)(ii) of the Internal Revenue Code of 1986, and Section 509 (a)(3) as amended from time to time.

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ARTICLE FOUR: This Indenture of Trust may be amended by written instrument or instruments signed by all of the Trustees then serving; provided however, no amendment shall alter the purpose of this Trust which shall always be to provide a Christian ministry center and other facilities for Christian ministry and missions for St. James Church. An amendment of the provisions of this ARTICLE FOUR shall be valid only if and to the extent that such amendment does not power to alter the aforestated purpose of the Trust. All instruments amending this Indenture of Trust shall be attached to the executed original of this Indenture of Trust or a certified copy thereof.

ARTICLE FIVE: The undersigned Trustees shall serve as the initial Trustees of this Trust. No less than five (5) individuals shall serve as Trustees of this Trust, and at all times, two (2) of the trustees shall be the then serving Rector or Senior Pastor and the then serving Senior Warden of St. James Church. If any one or more of the initial trustees, or their successors, is unable or unwilling to continue serving as Trustee, then successor trustees may be elected by a majority vote of the members in attendance at the annual meeting or at a special meeting of the members of St. James Church corporation called for that purpose. If at any time none of the initial Trustees, or their successors, are willing or able to continue serving, then St. James Church corporation may serve as the sole Trustee. If

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St. James Church corporation is no longer in existence or is unable or unwilling to serve, then the Charleston County Probate Court shall appoint one or more successor Trustees of this Land Trust. No court proceeding shall be necessary for the appointment of successor Trustees that are elected by the communicants of St. James Church at and annual or special meeting called for that purpose.

Any Trustee may resign at any time by delivery of written notice of such resignation to the other then serving Trustees. No Trustee shall be required to furnish bond or other security.

A Trustee may be removed by a majority vote of the then serving Trustees.

No Trustee shall be liable for any act or omission of any other Trustee or of any custodian, agent, depository or counsel selected by the Trustees with reasonable care, and no Trustee shall be required to audit the accounts of any other Trustee.

The Trustees shall receive no compensation for their services rendered to this Land Trust. Provided however, the Trustees shall be entitled to reimbursement from this Land Trust for reasonable expenses incurred by them for the benefit of the Trust.

Lindsay and Lindsay, LLC, 4707 Oleander Drive, Myrtle Beach, South Carolina, its successors or designees, shall serve as the Trust Protector of this Land Trust as such term is defined and

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described in the South Carolina Uniform Trust Code as amended from time to time.

ARTICLE SIX: The Trustees shall have the powers enumerated in the South Carolina Uniform Trust Code as amended from time to time. In addition to the said statutory powers, the Trustees shall have the specific powers described hereafter in this Article Six. Provided however, that neither the said statutory powers nor the specific powers enumerated below shall in any manner limit the use of the Trust property by the ordained clergy persons of St. James Church. The Rector's and Ordained Clergy Persons' exclusive rights and duties to provide worship services and facilities to and for the members of St. James Church are hereby specifically affirmed. Without limiting or compromising the said rights and duties of the ordained clergy persons in any manner, the Trustees shall have the following rights, duties, and powers:

(a) To keep records of all receipts and disbursements by and from the Trust;

(b) To hold, possess, manage and control all the assets of the Trust, or appropriate evidences of ownership thereof;

(c) To receive, collect and recover the principal of the Trust and the rents, dividends, interest, income, issues and profits thereof;

(d) To retain for such reasonable periods as the Trustees

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shall see fit, any and all property, real or personal, that may at any time belong to the Trust in the form of the investment or property in which the Trustees shall receive or acquire the same, without any liability whatsoever for any decrease or diminution in the value of any such property and without any obligation on the part of the Trustees to diversify the investments of the Trust and regardless of any limitation imposed by law with respect to the investments or the diversification of the investments of a Trust;

(e) To sell, exchange, lease, transfer, convey and otherwise deal with and dispose of, any and all property, real or personal, that may at any time belong to the Trust, whenever and from time to time as the Trustees in their absolute discretion, may deem appropriate, and upon such terms and for such consideration, and for cash or upon credit, as to the Trustees may seem advantageous to the Trust; provided however, that such a sale or transfer is expressly prohibited if such a sale or transfer would change the nature and purpose of this Land Trust to something other than the furtherance of Christian ministry and missions.

(f) To make contracts and grant options with respect to any of the property of the Trust, and to execute and deliver good and sufficient deeds, transfers and conveyances of any of the assets of the Trust;

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(g) To borrow money and to secure the payment of any money so borrowed by mortgages, deeds or trust or pledges of any property, real or personal, that may at any time belong to the Trust; provided however, that two-thirds of the then serving Trustees must consent to encumbering the property of this Land Trust and the proceeds from any loans that are secured by property of this Land Trust must be used exclusively to maintain or improve existing trust property or to acquire additional trust property for the purpose of facilitating Christian ministry and missions;

(h) To keep any and all securities or other property of the Trust in the custody of any Trustee, or in the custody of any bank, brokerage or trust company or other type of financial institution in the United States which the Trustees may select, and to keep any and all of the real estate, securities, or other property of the Trust registered in the name of one or more of the Trustees or in the name of any other person, partnership or corporation that the Trustees may designate, without in any such case, the necessity of revealing the existence of the Trust, or the fact that any such registrant is a nominee, or to keep any and all such securities unregistered;

(i) To compromise and adjust any and all claims that may arise in favor of or against this Land Trust, or any of the property thereof, upon such terms and conditions as the Trustees

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may see fit, or to abandon any claim or right in favor of the Trust which in the opinion of the Trustees is worthless;

(j) To make certain that this Land Trust and the operation thereof complies with all provisions of the Uniform Trust Code as adopted by the South Carolina, Section 62-7 of the Code of Laws of South Carolina, 1986, as amended.

(k) To engage and pay out of the Trust all necessary agents and counsel, including legal counsel, and to pay out of income or principal all expenses of the Trust and all income and other taxes that may be assessed against or imposed upon the Trustees or the Trust or any of the assets thereof;

(l) With respect to any real property at any time held by the Trustees, to construct, add to, repair and raze any improvements thereof; to manage, insure, preserve and protect the same and any portion thereof; and to execute such easements, restrictive agreements, dedications, instruments creating subdivisions and other documents in connection therewith as the Trustees shall at any time deem appropriate in order to facilitate Christian Ministry;

(m) To invest and reinvest the funds of the Trust, including the proceeds of sale, in such income bearing property, real or personal, within or without the United States of America, including, but not limited to, shares of corporate stock, both common and preferred, bonds and notes, secured and unsecured,

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debentures, leases, land trust or fee ownership shares or certificates, shares in investment trusts of stocks or bonds, shares or participation in common trust funds, real estate bonds or mortgages, bonds of the United States of America or of any state, municipality, school or public improvement district, and any other kind or class or securities whatsoever, as the Trustees, in their absolute discretion, shall from time to time deem proper without any liability whatsoever for any decrease or diminution in the value of any such investments and without any obligation to diversify the investments of the Trust; and

(n) The Trustees are empowered and authorized to exercise any and all of the foregoing for the due and proper administration of the Trust, whenever and as often as they in their absolute discretion shall deem it fit and proper so to do, as effectually as the Trustees could do and perform the same if they were the absolute individual owners of the assets of the Trust; and the Trustees shall be fully authorized and empowered to do and perform any and all of the foregoing in person or by attorney or attorneys-in-fact, provided that the Trustees shall exercise any of the foregoing powers in a manner that shall facilitate Christian Ministry and shall not jeopardize the federal income tax exemption of this Trust as defined in the Internal Revenue Code of 1986, as now in force or hereafter amended.

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ARTICLE SEVEN: This Indenture of Trust is to be governed in all respects by the laws of the State of South Carolina generally and the South Carolina Uniform Trust Code specifically.

ARTICLE EIGHT:

A. The purposes for which this organization is organized are exclusively religious and are within the meaning of Section 501(c)(3) and 509(a)(3) of the Internal Revenue Code of 1986, as amended from time to time.

B. Notwithstanding any other provision of these articles, this organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended from time to time.

C. If this Trust is ever terminated, all of its assets shall be distributed to one or more orthodox Anglican churches or other organizations recognized by the Primates of the Anglican Communion who also meet the requirements of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

D. No part of the net earnings of this Land Trust shall inure to the benefit of, or be distributable to its Trustees. No substantial part of the activities of this Land Trust shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in any political campaign on behalf of any

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candidate for public office. This Land Trust shall not engage in any activities or purposes which would result in the termination of its tax exempt status pursuant to Section 501(c)(3) or 509 (a)(3) of the Internal Revenue Code, as amended from time to time.

E. This Land Trust is organized exclusively for charitable and religious purposes, including, for such purposes, the provision of facilities for Christian worship for St. James Church and other orthodox Anglican organizations that qualify as exempt organizations from Federal income tax pursuant to Section 501(c)(3) of the Internal Revenue Code as amended from time to time.

ARTICLE NINE: St. James Church and any other orthodox Anglican organizations that use the trust property shall, at their expense, maintain the trust property and pay all occupancy costs associated therewith including but not limited to: repairs; routine and capital maintenance; property and casualty insurance on the land, building, and contents; liability insurance; and ad valorem property taxes, if any. The trustees shall have no financial responsibility with respect to the acquisition or maintenance of the property. The sole duties of the trustees shall be to hold bare legal title to the property and to insure that the property is made available to the beneficiary for use as an orthodox Anglican ministry center.

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IN WITNESS WHEREOF, the undersigned initial Trustees have executed this Indenture of Trust the day and year first above written.

Witnesses:

Barta P. Pucklaher

Barta P. Pucklaher

Barta P. Pucklaher

Barta P. Pucklaher

Barta P. Pucklaher

BONUM WILSON, JR., Trustee

Mailing Address:
215 Stono Drive
Charleston, S.C. 29412

JOHN MIKELL, Trustee

Mailing Address:
914 Paul Revere Road
Charleston, S.C. 29412

GRESHAM MEGGETT, Trustee

Mailing Address:
1029 Oceanview Road
Charleston, S.C. 29412

REV. ARTHUR JENKINS, Trustee
Senior Pastor

Mailing Address:
1476 Harborsun Drive
Charleston, S.C. 29412

BRUCE W. MACDONALD, Trustee
Senior Warden

Mailing Address:
11 Brockman Drive
Charleston, S.C. 29412

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The above named Initial Trustees of the St. James Church Land Trust acknowledged before me that they did execute this Indenture of Trust this 28 day of March, 2010.

Notary Public for South Carolina
My Commission Expires: July 18, 2015

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Charleston County, SC

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CONSTITUTION

of the

Parish of St. James', James Island, South Carolina
Approved by the members of St. James' at the Congregational Meeting
January 10th, 1993

ARTICLE I

The Parish of St. James' accedes to and adopts the Constitution and Canons of the Protestant Episcopal Church in the United States of America (PECUSA) and to the Constitution and Canons of the Diocese of South Carolina (Diocese of S.C.). This Constitution incorporates PECUSA "Revised by the Convention of 1988" and Diocese of SC "amended and revised through 1989".

ARTICLE II

This Parish began as a Chapel of Ease to St. Andrew's Parish, Charleston County, being separated therefrom in 1831, and was incorporated under the name of St. James' Church, James Island.

ARTICLE III

Members of Saint James' Church are defined as Baptized and attending persons listed in the Parish Register of Saint James'.

ARTICLE IV

Only confirmed communicant members of Saint James' Church who are seventeen years of age or over and who have communed at least three times during the past year shall be entitled to vote at any Parish meeting.

ARTICLE V

Section I: An annual meeting of the members of this Parish shall be held in accordance with Canon VI of the Diocese of South Carolina.

Section 1. There shall be an annual meeting of the members of each Parish on the second Monday in January, or some other day to be appointed upon not less than one week's notice, given by the Rector, or the Vestry, if there be no Rector, for the purpose of electing Wardens, members of the Vestry, and Lay Deputies to the Convention, as provided by the Constitution; and of transacting such other business as may be brought before it; PROVIDED, however, if the Constitution or by-laws of the Parish so provide, Wardens may be elected by the Vestry.

Section 2. At least thirty (30) days prior to the annual meeting the Rector shall compile and publish a list of the communicants of the Parish in good standing as defined by the Canons of this Diocese and of the Episcopal Church, and shall indicate which are confirmed communicants.

Section 3. At these meetings the Rector shall preside; but if there be no Rector, or if he be absent, then a presiding officer all be chosen, and a Secretary appointed.



Section 4. The elections shall be by ballot, and the qualifications of those who may vote shall be prescribed by the by-laws of the Parish; PROVIDED, that at such meetings and elections none shall vote except members who have attained the age of seventeen years.

Section 5. The Vestry shall make to this meeting an annual report of their official acts during the year.

Section II: The election of Wardens, Vestrymen and Lay Deputies shall be by majority vote. Lay Deputies, or their alternates, shall represent the Parish at any Deanery meetings called during their terms of office.

ARTICLE VI

The Vestry shall consist of twelve voting members of the parish, aged 21 years or over, who shall serve, upon being elected, for a term of three years. Four members shall be elected each year. The Vestry, at its discretion, shall arrange to have vacancies filled by calling a congregational meeting for the purpose of filling unexpired terms. No vestryman shall be eligible to re-election for the space of one year after the expiration of the term to which he was elected. At a congregational meeting the first four persons receiving the highest number of votes will be elected to fill three-year terms. In the event there are unexpired terms to be filled, the person receiving the next highest number will be elected to the longer unexpired term.

The qualifications of those who are to be elected as Wardens and Vestrymen are as set forth in Canon VII, Section 1, of the Diocese of South Carolina.

"Section 1. In every Parish there shall be a Vestry composed of two Wardens, and not less than three (3) or more than fifteen (15) persons as the Vestry, members of the Parish, to continue in office for the term elected, which shall not exceed five years, and until their successors are elected. The Wardens shall always be confirmed communicants of the Church who have attained the age of 21 years and who have communicated at least three times in the year preceding their election. The Vestry shall always be confirmed communicants of the Church who have attained the age of 18 years and who have communicated at least three times in the year preceding their election."

The Senior Warden and Junior Warden shall be elected by the Vestry.

The Clerk/Secretary, Treasurer's, and any other officers, shall be elected by the Vestry.

ARTICLE VII

Section I: The duties and office of the Vestry are set forth in Canon VII, Sections 3,4,5,6,7, and 8, Diocese of South Carolina.

"Section 3. The Wardens, and Vestry, thus elected, together with the Rector, if there be one, and if not, then themselves, shall constitute the Vestry, and shall be the official representative of the Parish. The Rector shall preside at all meetings, and in case of his absence one of the Wardens shall preside.

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Section 4. The Vestry shall have charge of the temporalities of the Church which shall include those listed as follows:

(1) They shall provide for all repairs to the Church owned properties and insurance thereof;

(2) They shall pay salaries to all employees who have, prior to appointment, been authorized by the Vestry, to be paid with Church funds. No employee of the Church, except an Assistant Rector, shall be employed without the consent and financial support of the Vestry, but the Rector shall have the right to employ, supervise and fire all employees of the Parish whose duties are concerned with the spiritual mission of the Church, or whose duties, while not primarily of a spiritual or sacerdotal nature, have such bearing on the ability of the Rector to perform his or her duties that the hiring and supervision of those employees should be the Rector's responsibility. While the employment of an Assistant Rector does not require the consent of the Vestry, his or her employment is subject to the financial support of the Vestry given prior to appointment.

(3) They shall pay current expenses which they have approval to be paid or which they, in their discretion deem necessary to be paid.

(4) They shall take all necessary steps to raise funds annually or periodically for the support of the Church and its programs.

(5) They shall keep a proper account of all monies received by the Church and expended by it and make an annual report of the financial condition of the Church at each annual congregational meeting.

(6) They shall employ, supervise and have the rights to fire those employees who are employed to give advice to the Vestry on matters of finance, longterm planning for the use of Church property, and investment of Church monies.

(7) They shall execute all duties which are now, or may hereafter be imposed upon them by any General Convention of the Diocese.

Section 5. It shall be the especial duty of the Wardens to provide whatever may be necessary for the due celebration of divine worship (as books, vestments, etc.); also for the decency and comfort of the church buildings and furniture, books for church records, and the elements of the Lord's Supper, and to put down all disorder during the public worship. They shall be ready to collect "the alms and other devotions of the people, and in case the Parish or Church is without a Minister shall disburse them; and also provide for public worship by occasional clerical services, or by lay reading, as circumstances will permit. They shall also, during such vacancy, take charge of the church plate, records, etc., and shall present to the Bishop, at each Annual Convention, a report of the Parish. It shall also be their further duty to aid the Rector or Minister in all agencies and efforts for the advancement of the Church - as Sunday Schools, etc. - and they may report to the Bishop any irregularities in the mode of conducting

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public worship, and all offenses by their Ministers, or by any other officiating for him, against Rubrics or Canon, faith or morals.

Section 6. The pastoral connection shall not be dissolved except as provided for by Canon XXVII of this Diocese.

Section 7. When a Parish is vacant, it shall be the duty of the Vestry to notify the bishop of the fact, and also to elect and invite a Rector; but not without due regard to the ascertained wishes of the congregation and the approval of the Bishop.

Section 8. All church buildings and the personal property contained therein shall be insured in a reliable insurance company or companies for an amount to be determined by the Vestry or other governing body having ownership or supervision of the property.

Section II: A quorum of the Vestry shall consist of a simple majority of the Vestry. Regular and special meetings of the Vestry shall be called only after due notice.

Section III: The Junior Warden shall be the assistant to the Senior Warden and shall act in the capacity of the Senior Warden in case of his absence.

Section IV: The Clerk/Secretary shall keep the minutes and conduct the correspondence of the Vestry and will give due notice to each member of the Vestry of all meetings to be held.

Section V: The Treasurer/s, subject to the direction and control of the Vestry, shall collect and receive all monies due and belonging to the Parish and shall have the custody, in trust for the Parish, of all funds, securities and title deeds thereof. The Treasurer/s shall pay all bills as authorized under the provision of Title I, Canon 7 of PECUSA.

Sec. 1. In every Diocese, Parish, Mission, and Institution, connected with this Church, the following standard business methods shall be observed:

(1) Funds held in trust, endowment and other permanent funds, and securities represented by physical evidence of ownership or indebtedness, shall be deposited with a National or State Bank, or a Diocesan Corporation, or with some other agency approved in writing by the Finance Committee or the Department of Finance of the Diocese, under a deed of trust, agency or other depository agreement providing for at least two signatures on any order of withdrawal of such funds or securities.

But this paragraph shall not apply to funds and securities refused by the depositories named as being too small for acceptance. Such small funds and securities shall be under the care of the persons or corporations properly responsible for them.

This paragraph shall not be deemed to prohibit investments in securities issued in book entry form or other manner that dispenses with the delivery of a certificate evidencing the ownership of the securities or the indebtedness of the issuer.

ROA_ 7304

(2) Records shall be made and kept of all trust and permanent funds showing at least the following:

(a) Source and date

(b) Terms governing the use of principal and income.

(c) To whom and how often reports of condition are to be made.

(d) How the funds are invested.

(3) Treasurers and custodians, other than banking institutions, shall be adequately bonded; except treasurers of funds that do not exceed five hundred dollars at any one time during the fiscal year.

(4) Books of account shall be so kept as to provide the basis for satisfactory accounting.

(5) All accounts of the Diocese shall be audited annually by an independent Certified Public Accountant. All accounts of Parishes, Mission or other institutions shall be audited annually by an independent Certified Public Accountant, or independent Licensed Public Accountant, or such audit committee as shall be authorized by the Finance Committee, Department of Finance, or other appropriate diocesan authority.

All reports of such audits, including any memorandum issued by the auditors or audit committee regarding internal controls or other accounting matters, together with a summary of action taken or proposed to be taken to correct deficiencies or implement recommendations contained in any such memorandum, shall be filed with the Bishop or Ecclesiastical Authority not later than 30 days following the date of such report, and in no event, no later than September 1st of each year, covering the financial reports of the previous calendar year.

(6) All buildings and their contents shall be kept adequately insured.

(7) The Finance Committee or Department of Finance of the diocese may require copies of any or all accounts described in this Section to be filed with it and shall report annually to the Convention of the Diocese upon its administration of this Canon.

(8) The fiscal year shall begin January 1st.

Sec. 3. No Vestry, Trustee, or other Body, authorized by Civil or Canon law to hold, manage, or administer real property for any Parish, Mission, Congregation, or Institution, shall encumber or alienate the same or any part thereof without the written consent of the Bishop and Standing Committee of the Diocese of which the Parish, Mission, Congregation, or Institution is a part, except under such regulations as may be prescribed by Canon of the Diocese.

Sec. 4. All real and personal property held by or for the benefit of any Parish, Mission or Congregation is held in trust for the Church

and the Diocese thereof in which such Parish, Mission or Congregation otherwise existing over such property so long as the particular Parish, Mission or Congregation remains a part of, and subject to, this Church and its Constitution and Canon.

SECTION VI. All securities shall be kept in a bank safe deposit box, and the Treasurer/s shall be accompanied by one of the Wardens when opening the box.

SECTION VII. The Vestry shall make such By-Laws as it may deem necessary for the transaction of its business provided that no By-Laws may be in conflict with the Constitution.

ARTICLE VIII

SECTION I. There shall be six standing committees to be known as:

1) The Finance Committee, 2) The Committee on Buildings and Grounds, 3) The Cemetery Committee, 4) The Land Committee, 5) The Investment Committee, and 6) The Memorial and Gifts Committee. Each Committee is to have not less than three members and not more than five members. These Committees are to be appointed by the Rector with the approval of the Vestry. These terms of office are to be provided for by the Vestry.

(a) The Finance Committee shall, subject to the control and direction of the Vestry, exercise general supervision of the financial affairs of the Parish, in accordance with the Provisions of Title I, Canon 7, PECUSA. Prior to the commencement of the fiscal year it shall prepare and submit to the Vestry a budget covering the estimated expenses of the Parish for the coming year. It shall make, or cause to be made, at least once a year, an examination of the accounts of the Treasurer. The chairman of the Finance Committee shall be the Senior Warden, and the Treasurer/s shall also be members of this committee.

(b) The Committee on Buildings and Grounds, subject to the discretion and control of the Vestry, shall see that the Church grounds are at all times kept clean and neat-appearing and that all driveways, walks, etc., for which the Parish is properly responsible, are maintained in good condition. The chairman of the Building and Grounds Committee shall be the Junior Warden.

(c) The Land Committee is to administer, subject to the direction of the Vestry, all Church properties with the exception of the immediate grounds surrounding the Church and buildings thereon, and the Cemetery.

(d) The Cemetery Committee, subject to the direction and control of the Vestry, shall be responsible for the assignment of any cemetery lots or graves and the business connected therewith. All monies received or paid out by the Cemetery Committee shall go through the Treasurer/s of the Parish. The Cemetery Committee shall be responsible for the enforcing of all regulations concerning the cemetery as enacted by the Vestry.

(e) The Investment Committee, subject to the direction and control of the Vestry, shall invest, or cause to be invested, all Church funds

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other than funds used for the operating budget and funds designated as memorials.

ARTICLE IX

Section I: At each annual meeting called in accordance with Article V, hereof Lay Deputies and their alternates to the Diocesan Convention and to Deanery Meetings shall be elected in accordance with Constitution, Article III, Section 3 of the Diocese of South Carolina.

Section II: Subject to these provisions, the following conditions shall apply to such elections:

1) The Senior and Junior Wardens shall be Lay Deputies.

2) The Communicant member who shall obtain the greatest number of votes shall be elected for a period of two years and shall, with the member so elected at the previous year's meeting, serve as the other two Lay Deputies.

3) The four communicant members who receive the next greatest number of votes shall serve as alternates in the order so elected for a period of one year.

4) In the event that any Lay Deputy elected in accordance with 2) above is subsequently elected Warden, or is unable to continue to serve, his or her unexpired term shall be filled by the alternate having the greatest number of votes at the immediately preceding annual meeting.

Consequential Resolution:

Trasitional arrangements will be necessary to give effect to the two year rotation envisaged in the above Constitutional Amendment.

That Dr. Victor Burrell shall serve as Lay Deputy for a further period of one year. In the event that Dr. Burrell be elected Warden, Mrs. Francie Egleston shall serve for a second year.

ARTICLE X

SECTION I: There shall be a minister for the congregation styled as Rector of St. James' Church who shall be entitled to receive a fixed salary from the Church. The Rector shall be chosen and elected by the Vestry, in accordance with Canon VII, Section 7, Diocese of South Carolina and Title III, Canon 18, PECUSA:

Sec. 1. When a Parish is without a Rector, the Churchwardens or other proper officers shall notify the fact to the Bishop. If the authorities of the Parish shall for thirty days have failed to make provision for the services, it shall be the duty of the Bishop to take such measures as he may deem expedient for the temporary maintenance of Divine Services therein.

Sec. 2. No election of a Rector shall be had until the name of the Member of the Clergy whom it is proposed to elect has been m de known to the bishop, if there be one, and sufficient time, not exc eding thirty days, has been given to him to communicate with the V stry

thereon, nor until such communication, if made within that period has been considered by the Parish or Vestry at a meeting only called and held for that purpose.

Sec. 3. Written notice of the election, signed by the Churchwardens, shall be sent to the Ecclesiastical Authority of the Diocese. If the Ecclesiastical Authority be satisfied that the person so chosen is a duly qualified Priest and that he has accepted the office, the notice shall be sent to the Secretary of the Convention, who shall record it And such record shall be sufficient evidence of the relation between the Presbyter and the Parish.

Sec. 4. A Rector is settled, for all purposes here or elsewhere mentioned in these Canons, who has been engaged permanently, or for any term not less than one year, by any Parish, according to the rules of the Diocese in which such Parish is located, provided that two-thirds of the entire Vestry must concur in any choice and election.

SECTION II: The duties of the Minister shall be those enumerated in Title III, Canon 14 of PECUSA.

ARTICLE XI

No alterations shall take place in this Constitution except by a majority vote at a Congregational Meeting, provided that notice is given at least thirty (30) days prior to such Congregational Meeting, that an amendment or change is to be voted on.

ARTICLE XII

Sturgis' Rules of Order shall govern all procedure in Congregational Meetings.

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CONSTITUTION

of the

Parish of St. James', James Island, South Carolina
As approved by the members of St. James' at the Congregational
Meeting of January 10, 1993 and as thereafter amended at the
Congregational Meeting of August 20, 1995

ARTICLE I

The Parish of St. James' accedes to and adopts the Constitution and Canons of the Protestant Episcopal Church in the United States of America (PECUSA) and to the Constitution and Canons of the Diocese of South Carolina (Diocese of S.C.). This Constitution incorporates PECUSA "Revised by the Convention of 1988" and Diocese of SC "amended and revised through 1989".

ARTICLE II

This Parish began as a Chapel of Ease to St. Andrew's Parish, Charleston County, being separated therefrom in 1831, and was incorporated under the name of St. James' Church, James Island.

ARTICLE III

Members of Saint James' Church are defined as Baptized and attending persons listed in the Parish Register of Saint James'.

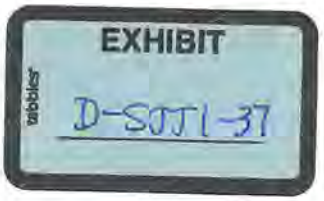
ARTICLE IV

Only confirmed communicant members of Saint James' Church who are seventeen years of age or over and who have communed at least three times during the past year shall be entitled to vote at any Parish meeting.

ARTICLE V

Section 1: An annual meeting of the members of this Parish shall be held in accordance with Canon VI of the Diocese of South Carolina.

> "*Section 1.* There shall be an annual meeting of the members of each Parish on the second Monday in January, or some other day to be appointed upon not less than one week's notice, given by the Rector, or the Vestry, if there be no Rector, for the purpose of electing Wardens, members of the Vestry, and Lay Deputies to the Convention, as provided by the Constitution; and of transacting such other business as may be brought before it; PROVIDED, however, if the Constitution or by-laws of the Parish so provide, Wardens may be elected by the Vestry."



"Section 2. At least thirty (30) days prior to the annual meeting the Rector shall compile and publish a list of the communicants of the Parish in good standing as defined by the Canons of this Diocese and of the Episcopal Church, and shall indicate which are confirmed communicants."

"Section 3. At these meetings the Rector shall preside; but if there be no Rector, or if he be absent, then a presiding officer shall be chosen, and a Secretary appointed."

"Section 4. The elections shall be by ballot, and the qualifications of those who may vote shall be prescribed by the by-laws of the Parish; PROVIDED, that at such meetings and elections none shall vote except members who have attained the age of seventeen years."

"Section 5. The Vestry shall make to this meeting an annual report of their official acts during the year."

Section II: The election of members of the Vestry shall be by majority vote.

ARTICLE VI

The Vestry shall consist of twelve voting members of the parish, aged 21 years or over, who shall serve, upon being elected, for a term of three years. Four members shall be elected each year. The Vestry, at its discretion, shall arrange to have vacancies filled by calling a congregational meeting for the purpose of filling unexpired terms. No vestryman shall be eligible to re-election for the space of one year after the expiration of the term to which he was elected. At a congregational meeting the first four persons receiving the highest number of votes will be elected to fill three-year terms. In the event there are unexpired terms to be filled, the person receiving the next highest number will be elected to the longer unexpired term.

The qualifications of those who are to be elected as Wardens and Vestrymen are as set forth in Canon VII, Section 1, of the Diocese of South Carolina.

"Section 1. In every Parish there shall be a Vestry composed of two Wardens, and not less than three (3) or more than fifteen (15) persons as the Vestry, members of the Parish, to continue in office for the term elected, which shall not exceed five years, and until their successors are elected. The Wardens shall always be confirmed communicants of the Church who have attained the age of 21 years and who have communicated at least three times in the year preceding their election. The Vestry shall always be confirmed communicants of the Church who have attained the age of 18 years and who have communicated at least three times in the year preceding their election."

The Senior Warden and Junior Warden shall be elected by the Vestry.

The Clerk/Secretary, Treasurer/s, and any other officers, shall be elected by the Vestry.

ARTICLE VII

Section I: The duties and office of the Vestry are set forth in Canon VII, Sections 3,4,5,6,7, and 8, Diocese of South Carolina.

"Section 3. The Wardens, and Vestry, thus elected, together with the Rector, if there be one, and if not, then themselves, shall constitute the Vestry, and shall be the official representative of the Parish. The Rector shall preside at all meetings, and in case of his absence one of the Wardens shall preside."

"Section 4. The Vestry shall have charge of the temporalities of the Church which shall include those listed as follows:

(1) They shall provide for all repairs to the Church owned properties and insurance thereof;

(2) They shall pay salaries to all employees who have, prior to appointment, been authorized by the Vestry, to be paid with Church funds. No employee of the Church, except an Assistant Rector, shall be employed without the consent and financial support of the Vestry, but the Rector shall have the right to employ, supervise and fire all employees of the Parish whose duties are concerned with the spiritual mission of the Church, or whose duties, while not primarily of a spiritual or sacerdotal nature, have such bearing on the ability of the Rector to perform his or her duties that the hiring and supervision of those employees should be the Rector's responsibility. While the employment of an Assistant Rector does not require the consent of the Vestry, his or her employment is subject to the financial support of the Vestry given prior to appointment.

(3) They shall pay current expenses which they have approval to be paid or which they, in their discretion deem necessary to be paid.

(4) They shall take all necessary steps to raise funds annually or periodically for the support of the Church and its programs.

(5) They shall keep a proper account of all monies received by the Church and expended by it and make an annual report of the financial condition of the Church at each annual congregational meeting.

(6) They shall employ, supervise and have the rights to fire those employees who are employed to give advice to the Vestry on matters of finance, long-term planning for the use of Church property, and investment of Church monies.

(7) They shall execute all duties which are now, or may hereafter be imposed upon them by any General Convention of the Diocese."

"*Section 5.* It shall be the especial duty of the Wardens to provide whatever may be necessary for the due celebration of divine worship (as books, vestments, etc.); also for the decency and comfort of the church buildings and furniture, books for church records, and the elements of the Lord's Supper, and to put down all disorder during the public worship. They shall be ready to collect "the alms and other devotions of the people, and in case the Parish or Church is without a Minister shall disburse them; and also provide for public worship by occasional clerical services, or by lay reading, as circumstances will permit. They shall also, during such vacancy, take charge of the church plate, records, etc., and shall present to the Bishop, at each Annual Convention, a report of the Parish. It shall also be their further duty to aid the Rector or Minister in all agencies and efforts for the advancement of the Church - as Sunday Schools, etc. - and they may report to the Bishop any irregularities in the mode of conducting public worship, and all offenses by their Ministers, or by any other officiating for him, against Rubrics or Canon, faith or morals."

"*Section 6.* The pastoral connection shall not be dissolved except as provided for by Canon XXVII of this Diocese."

"*Section 7.* When a Parish is vacant, it shall be the duty of the Vestry to notify the bishop of the fact, and also to elect and invite a Rector; but not without due regard to the ascertained wishes of the congregation and the approval of the Bishop."

"*Section 8.* All church buildings and the personal property contained therein shall be insured in a reliable insurance company or companies for an amount to be determined by the Vestry or other governing body having ownership or supervision of the property."

Section II: A quorum of the Vestry shall consist of a simple majority of the Vestry. Regular and special meetings of the Vestry shall be called only after due notice.

Section III: The Junior Warden shall be the assistant to the Senior Warden and shall act in the capacity of the Senior Warden in case of his absence.

Section IV: The Clerk/Secretary shall keep the minutes and conduct the correspondence of the Vestry and will give due notice to each member of the Vestry of all meetings to be held.

Section V: The Treasurer/s, subject to the direction and control of the Vestry, shall collect and receive all monies due and belonging to the Parish and shall have the custody, in trust for the Parish, of all funds, securities and title deeds thereof. The Treasurer/s shall pay all bills as authorized under the provision of Title I, Canon 7 of PECUSA.

"Sec. 1. In every Diocese, Parish, Mission, and Institution, connected with this Church, the following standard business methods shall be observed:

(1). Funds held in trust, endowment and other permanent funds, and securities represented by physical evidence of ownership or indebtedness, shall be deposited with a National or State Bank, or a Diocesan Corporation, or with some other agency approved

in writing by the Finance Committee or the Department of Finance of the Diocese, under a deed of trust, agency or other depository agreement providing for at least two signature on any order of withdrawal of such funds or securities.

But this paragraph shall not apply to funds and securities refused by the depositories named as being too small for acceptance. Such small funds and securities shall be under the care of the persons or corporations properly responsible for them.

This paragraph shall not be deemed to prohibit investments in securities issued in book entry form or other manner that dispenses with the delivery of a certificate evidencing the ownership of the securities or the indebtedness of the issuer.

(2). Records shall be made and kept of all trust and permanent funds showing at least the following:

(a) Source and date
(b) Terms governing the use of principal and income.
(c) To whom and how often reports of condition are to be made.
(d) How the funds are invested.

(3). Treasurers and custodians, other than banking institutions, shall be adequately bonded; except treasurers of funds that do not exceed five hundred dollars at any one time during the fiscal year.

(4). Books of account shall be so kept as to provide the basis for satisfactory accounting.

(5). All accounts of the Diocese shall be audited annually by an independent Certified Public Accountant. All accounts of Parishes, Mission or other institutions shall be audited annually by an independent Certified Public Accountant, or independent Licensed Public Accountant, or such audit committee as shall be authorized by the Finance Committee, Department of Finance, or other appropriate diocesan authority.

All reports of such audits, including any memorandum issued by the auditors or audit committee regarding internal controls or other accounting matters, together with a summary of action taken or proposed to be taken to correct deficiencies or implement recommendations contained in any such memorandum, shall be filed with the Bishop or Ecclesiastical Authority not later than 30 days following the date of such report, and in no event, no later than September 1st of each year, covering the financial reports of the previous calendar year.

(6). All buildings and their contents shall be kept adequately insured.

(7). The Finance Committee or Department of Finance of the diocese may require copies of any or all accounts described in this Section to be filed with it and shall report annually to the Convention of the Diocese upon its administration of this Canon.

(8). The fiscal year shall begin January 1st."

"Sec. 3. No Vestry, Trustee, or other Body, authorized by Civil or Canon law to hold, manage, or administer real property for any Parish, Mission, Congregation, or Institution, shall encumber or alienate the same or any part thereof without the written consent of the Bishop and Standing Committee of the Diocese of which the Parish, Mission, Congregation, or Institution is a part. except under such regulations as may be prescribed by Canon of the Diocese."

"Sec. 4. All real and personal property held by or for the benefit of any Parish, Mission or Congregation is held in trust for this Church and the Diocese thereof in which such Parish, Mission or Congregation otherwise existing over such property so long as the particular Parish, Mission or Congregation remains a part of, and subject to, this Church and its Constitution and Canon."

Section VI. All securities shall be kept in a bank safe deposit box, and the Treasurer/s shall be accompanied by one of the Wardens when opening the box.

Section VII. The Vestry shall make such By-Laws as it may deem necessary for the transaction of its business provided that no By-Laws may be in conflict with the Constitution.

ARTICLE VIII

Section I. There shall be six standing committees to be known as:

1) The Finance Committee
2) The Committee on Buildings and Grounds
3) The Cemetery Committee
4) The Land Committee
5) The Investment Committee
6) The Memorials and Gifts Committee

Each Committee is to have not less than three members and not more than five members. These Committees are to be appointed by the Rector with the approval of the Vestry. These terms of office are to be provided for by the Vestry.

(a) The Finance Committee shall, subject to the control and direction of the Vestry, exercise general supervision of the financial affairs of the Parish, in accordance with the Provisions of Title I, Canon 7, PECUSA. Prior to the commencement of the fiscal year it shall prepare and submit to the Vestry a budget covering the estimated expenses of the Parish for the coming year. It shall make, or cause to be made, at least once a year, an examination of the accounts of the Treasurer. The chairman of the Finance Committee shall be the Senior Warden, and the Treasurer/s shall also be members of this committee.

(b) The Committee on Buildings and Grounds, subject to the discretion and control of the Vestry, shall see that the Church grounds are at all times kept clean and neat-appearing and that all driveways, walks, etc., for which the Parish is properly responsible, are maintained in good condition. The chairman of the Building and Grounds Committee shall be the Junior Warden.

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(c) The Land Committee is to administer, subject to the direction of the Vestry, all Church properties with the exception of the immediate grounds surrounding the Church and buildings thereon, and the Cemetery.

(d) The Cemetery Committee, subject to the direction and control of the Vestry, shall be responsible for the assignment of any cemetery lots or graves and the business connected therewith. All monies received or paid out by the Cemetery Committee shall go through the Treasurer/s of the Parish. The Cemetery Committee shall be responsible for the enforcing of all regulations concerning the cemetery as enacted by the Vestry.

(e) The Investment Committee, subject to the direction and control of the Vestry, shall invest, o cause to be invested, all Church funds other than funds used for the operating budget and funds designated as memorials.

(f) The Memorials and Gifts Committee, subject to the direction and control of the Vestry, shall receive and evaluate donations and requests for memorials.

ARTICLE IX

Section I: At each annual meeting called in accordance with Article V hereof, Lay Deputies and their alternates to the Diocesan Convention and to Deanery Meetings shall be elected in accordance with the provisions of Article III, Section 3 of the Constitution of the Diocese of South Carolina and of Section 2 of Canon IV of the Diocese of South Carolina.

Section II: In accordance with those provisions, Lay Deputies shall be elected by ballot from among the confirmed communicants of the parish. The four persons who receive the greatest number of votes shall serve as the Lay Deputies for a period of one year, and the six persons who receive the next greatest number of votes shall serve as alternates in the order so elected for a period of one year.

Section III: In connection with such election of Lay Deputies and their alternates, anyone entitled to vote therein may nominate the Senior Warden or the Junior Warden, separately, by title with the words appended to the nomination "or his/her successor". Any such nomination shall be treated as the nomination of a communicant as provided for in Article III, Section 3 of the Constitution of the Diocese of South Carolina and shall be voted on as though it were the nomination of a named communicant.

Section IV: In the event that any person elected by name shall also be elected by title, by virtue of his or her subsequent election as Senior Warden or Junior Warden, his or her role in one of such capacities shall be filled by the alternate determined on the basis of the order of election referred to in Section II of this Article IX.

ARTICLE X

Section I: There shall be a minister for the congregation styled as Rector of St. James' Church who shall be entitled to receive a fixed salary from the Church. The Rector shall be chosen and elected by the Vestry, in accordance with Canon VII, Section 7, Diocese of South Carolina and Title III, Canon 18, PECUSA:

"Sec. 1. When a Parish is without a Rector, the Churchwardens or other proper officers shall notify the fact to the Bishop. If the authorities of the Parish shall for thirty days have failed to make provision for the services, it shall be the duty of the Bishop to take such measures as he may deem expedient for the temporary maintenance of Divine Services therein."

"Sec. 2. No election of a Rector shall be had until the name of the Member of the Clergy whom it is proposed to elect has been made known to the bishop, if there be one, and sufficient time, not exceeding thirty days, has been given to him to communicate with the Vestry thereon, nor until such communication, if made within that period has been considered by the Parish or Vestry at a meeting only called and held for that purpose."

"Sec. 3. Written notice of the election, signed by the Church wardens, shall be sent to the Ecclesiastical Authority of the Diocese. If the Ecclesiastical Authority be satisfied that the person so chosen is a duly qualified Priest and that he has accepted the office, the notice shall be sent to the Secretary of the Convention, who shall record it. And such record shall be sufficient evidence of the relation between the Presbyter and the Parish."

"Sec. 4. A Rector is settled, for all purposes here or elsewhere mentioned in these Canons, who has been engaged permanently, or for any term not less than one year, by any Parish, according to the rules of the Diocese in which such Parish is located, provided that two-thirds of the entire Vestry must concur in any choice and election."

Section II: The duties of the Minister shall be those enumerated in Title III, Canon 14 of PECUSA.

ARTICLE XI

No alterations shall take place in this Constitution except by a majority vote at a Congregational Meeting, provided that notice is given at least thirty (30) days prior to such Congregational Meeting, that an amendment or change is to be voted on.

ARTICLE XII

Sturgis' Rules of Order shall govern all procedure in Congregational Meetings.

4/12/96

CONSTITUTION

of the

Parish of St. James', James Island, South Carolina
As approved by the members of St. James' at the Congregational Meeting of January 10th, 1993 and amended at the Congregational Meeting of August 20, 1995 and further amended at the Congregational Meeting of January 10, 2001

ARTICLE I

The Parish of St. James' accedes to and adopts the Constitution and Canons of the Protestant Episcopal Church in the United States of America (PECUSA) and to the Constitution and Canons of the Diocese of South Carolina (Diocese of S.C.). This Constitution incorporates PECUSA "Revised by the Convention of 1988" and Diocese of SC "amended and revised through 1989".

ARTICLE II

This Parish began as a Chapel of Ease to St. Andrew's Parish, Charleston County, being separated therefrom in 1831, and was incorporated under the name of St. James' Church, James Island.

ARTICLE III

Members of Saint James' Church are defined as Baptized and attending persons listed in the Parish Register of Saint James'.

ARTICLE IV

Only confirmed communicant members of Saint James' Church who are seventeen years of age or over and who have communed at least three times during the past year shall be entitled to vote at any Parish meeting.

ARTICLE V

Section I: An annual meeting of the members of this Parish shall be held in accordance with Canon VI of the Diocese of South Carolina.

> "*Section 1.* There shall be an annual meeting of the members of each Parish on the second Monday in January, or some other day to be appointed upon not less than one week's notice, given by the Rector, or the Vestry, if there be no Rector, for the purpose of electing Wardens, members of the Vestry, and Lay Deputies to the Convention, as provided by the Constitution; and of transacting such other business as may be brought before it: PROVIDED, however, if the Constitution or by-laws of the Parish so provide, Wardens may be elected by the Vestry."



"*Section 2.* At least thirty (30) days prior to the annual meeting the Rector shall compile and publish a list of the communicants of the Parish in good standing as defined by the Canons of this Diocese and of the Episcopal Church, and shall indicate which are confirmed communicants."

"*Section 3.* At these meetings the Rector shall preside: but if there be no Rector, or if he be absent, then a presiding officer shall be chosen, and a Secretary appointed."

"*Section 4.* The elections shall be by ballot, and the qualifications of those who may vote shall be prescribed by the by-laws of the Parish; PROVIDED, that at such meetings and elections none shall vote except members who have attained the age of seventeen years."

"*Section 5.* The Vestry shall make to this meeting an annual report of their official acts during the year."

ARTICLE VI

The Vestry shall consist of twelve voting members of the parish, aged 18 years or over, who shall serve, upon being elected, for a term of three years. Four members shall be elected each year. The Vestry, at its discretion, shall arrange to have vacancies filled by calling a congregational meeting for the purpose of filling unexpired terms. No vestryman shall be eligible to re-election for the space of one year after the expiration of the term to which he was elected. At each annual congregational meeting the election of members of the Vestry shall be by majority vote with the first four persons receiving the highest number of votes being elected to a three year term. In the event there are unexpired terms to be filled, the person receiving the next highest number will be elected to the longer unexpired term.

The qualifications of those who are to be elected as Wardens and Vestrymen are as set forth in Canon VII, Section 1, of the Diocese of South Carolina.

"*Section 1.* In every Parish there shall be a Vestry composed of two Wardens, and not less than three (3) or more than fifteen (15) persons as the Vestry, members of the Parish, to continue in office for the term elected, which shall not exceed five years, and until their successors are elected. The Wardens shall always be confirmed communicants of the Church who have attained the age of 21 years and who have communicated at least three times in the year preceding their election. The Vestry shall always be confirmed communicants of the Church who have attained the age of 18 years and who have communicated at least three times in the year preceding their election."

The Senior Warden and Junior Warden shall be elected by the Vestry.

The Clerk/Secretary, Treasurer/s, and any other officers shall be elected by the Vestry.

"*Section 2.* Nominations of candidates for election to the vestry at each Annual Meeting shall be invited no less than 25 days prior to this meeting. No less than ten days prior to this meeting the Congregation shall be provided with details of each candidate and their nominators prior to the election.

ROA_ 7318

ARTICLE VII

Section I: The duties and office of the Vestry are set forth in Canon VII, Sections 3,4,5,6,7, and 8, Diocese of South Carolina.

"*Section 3.* The Wardens, and Vestry, thus elected, together with the Rector, if there be one, and if not, then themselves, shall constitute the Vestry, and shall be the official representative of the Parish. The Rector shall preside at all meetings, and in case of his absence one of the Wardens shall preside."

"*Section 4.* The Vestry shall have charge of the temporalities of the Church, which shall include those listed as follows:

(1) They shall provide for all repairs to the Church owned properties and insurance thereof;

(2) They shall pay salaries to all employees who have, prior to appointment, been authorized by the Vestry, to be paid with Church funds. No employee of the Church, except an Assistant Rector, shall be employed without the consent and financial support of the Vestry, but the Rector shall have the right to employ, supervise and fire all employees of the Parish whose duties are concerned with the spiritual mission of the Church, or whose duties, while not primarily of a spiritual or sacerdotal nature, have such bearing on the ability of the Rector to perform his or her duties that the hiring and supervision of those employees should be the Rector's responsibility. While the employment of an Assistant Rector does not require the consent of the Vestry, his or her employment is subject to the financial support of the Vestry given prior to appointment.

(3) They shall pay current expenses which they have approval to be paid or which they, in their discretion deem necessary to be paid.

(4) They shall take all necessary steps to raise funds annually or periodically for the support of the Church and its programs.

(5) They shall keep a proper account of all monies received by the Church and expended by it and make an annual report of the financial condition of the Church at each annual congregational meeting.

(6) They shall employ, supervise and have the rights to fire those employees who are employed to give advice to the Vestry on matters of finance, long-term planning for the use of Church property, and investment of Church monies.

(7) They shall execute all duties which are now, or may hereafter be imposed upon them by any General Convention of the Diocese."

ROA_ 7319

"*Section 5.* It shall be the especial duty of the Wardens to provide whatever may be necessary for the due celebration of divine worship (as books, vestments, etc.); also for the decency and comfort of the church buildings and furniture, books for church records, and the elements of the Lord's Supper, and to put down all disorder during the public worship. They shall be ready to collect "the alms and other devotions of the people, and in case the Parish or Church is without a Minister shall disburse them; and also provide for public worship by occasional clerical services, or by lay reading, as circumstances will permit. They shall also, during such vacancy, take charge of the church plate, records, etc., and shall present to the Bishop, at each Annual Convention, a report of the Parish. It shall also be their further duty to aid the Rector or Minister in all agencies and efforts for the advancement of the Church - as Sunday Schools, etc. - and they may report to the Bishop any irregularities in the mode of conducting public worship, and all offenses by their Ministers, or by any other officiating for him, against Rubrics or Canon, faith or morals."

"*Section 6.* The pastoral connection shall not be dissolved except as provided for by Canon XXVII of this Diocese."

"*Section 7.* When a Parish is vacant, it shall be the duty of the Vestry to notify the bishop of the fact, and also to elect and invite a Rector; but not without due regard to the ascertained wishes of the congregation and the approval of the Bishop."

"*Section 8.* All church buildings and the personal property contained therein shall be insured in a reliable insurance company or companies for an amount to be determined by the Vestry or other governing body having ownership or supervision of the property."

Section II: A quorum of the Vestry shall consist of a simple majority of the Vestry. Regular and special meetings of the Vestry shall be called only after due notice.

Section III: The Junior Warden shall be the assistant to the Senior Warden and shall act in the capacity of the Senior Warden in case of his absence.

Section IV: The Clerk/Secretary shall keep the minutes and conduct the correspondence of the Vestry and will give due notice to each member of the Vestry of all meetings to be held.

Section V: The Treasurer/s, subject to the direction and control of the Vestry, shall collect and receive all monies due and belonging to the Parish and shall have the custody, in trust for the Parish, of all funds, securities and title deeds thereof. The Treasurer/s shall pay all bills as authorized under the provision of Title I, Canon 7 of PECUSA.

"Sec. 1. In every Diocese, Parish, Mission, and Institution, connected with this Church, the following standard business methods shall be observed:

(1) Funds held in trust, endowment and other permanent funds, and securities represented by physical evidence of ownership or indebtedness, shall be deposited with a National or State Bank, or a Diocesan Corporation, or with some other agency approved

in writing by the Finance Committee or the Department of Finance of the Diocese, under a deed of trust, agency or other depository agreement providing for at least two signatures on any order of withdrawal of such funds or securities.

But this paragraph shall not apply to funds and securities refused by the depositories named as being too small for acceptance. Such small funds and securities shall be under the care of the persons or corporations properly responsible for them.

This paragraph shall not be deemed to prohibit investments in securities issued in book entry form or other manner that dispenses with the delivery of a certificate evidencing the ownership of the securities or the indebtedness of the issuer.

(2). Records shall be made and kept of all trust and permanent funds showing at least the following:

(a) Source and date
(b) Terms governing the use of principal and income.
(c) To whom and how often reports of condition are to be made.
(d) How the funds are invested.

(3). Treasurers and custodians, other than banking institutions, shall be adequately bonded; except treasurers of funds that do not exceed five hundred dollars at any one time during the fiscal year.

(4). Books of account shall be so kept as to provide the basis for satisfactory accounting.

(5). All accounts of the Diocese shall be audited annually by an independent Certified Public Accountant. All accounts of Parishes, Mission or other institutions shall be audited annually by an independent Certified Public Accountant, or independent Licensed Public Accountant, or such audit committee as shall be authorized by the Finance Committee, Department of Finance, or other appropriate diocesan authority.

All reports of such audits, including any memorandum issued by the auditors or audit committee regarding internal controls or other accounting matters, together with a summary of action taken or proposed to be taken to correct deficiencies or implement recommendations contained in any such memorandum, shall be filed with the Bishop or Ecclesiastical Authority not later than 30 days following the date of such report, and in no event, no later than September 1st of each year, covering the financial reports of the previous calendar year.

(6). All buildings and their contents shall be kept adequately insured.

(7). The Finance Committee or Department of Finance of the diocese may require copies of any or all accounts described in this Section to be filed with it and shall report annually to the Convention of the Diocese upon its administration of this Canon.

(8). The fiscal year shall begin January 1st.

"Sec. 3. No Vestry, Trustee, or other Body, authorized by Civil or Canon law to hold, manage, or administer real property for any Parish, Mission, Congregation, or Institution, shall encumber or alienate the same or any part thereof without the written consent of the Bishop and Standing Committee of the Diocese of which the Parish, Mission, Congregation, or Institution is a part, except under such regulations as may be prescribed by Canon of the Diocese."

"Sec. 4. All real and personal property held by or for the benefit of any Parish, Mission or Congregation is held in trust for this Church and the Diocese thereof in which such Parish, Mission or Congregation otherwise existing over such property so long as the particular Parish, Mission or Congregation remains a part of, and subject to, this Church and its Constitution and Canon."

Section VI. All securities shall be kept in a bank safe deposit box, and the Treasurer/s shall be accompanied by one of the Wardens when opening the box.

Section VII. The Vestry shall make such by-laws as it may deem necessary for the transaction of its business provided that no by-laws may be in conflict with the Constitution.

ARTICLE VIII

The Vestry shall form and charge such Committees, Groups and Teams in the Worship, Outreach, Fellowship, Discipleship and Service Areas of Ministry as are required to fulfill our mission of "Proclaiming the Grace of God in Jesus Christ." The Vestry shall publish by-laws governing the election or selection of members, terms of service, rotation, chairmanship, number of members and all other matters necessary for the good operation and control of each committee, group or team. The Service Area of Ministry shall include Standing Committees for the proper care and operation of our Buildings and Grounds, Cemetery, Finances, Investments, Land, Memorials and Gifts, and other physical and financial assets.

ARTICLE IX

Section I: At each annual meeting called in accordance with Article V, hereof Lay Deputies and their alternates to the Diocesan Convention and to Deanery Meetings shall be elected in accordance with provisions of Article III, Section 3 of the Constitution of the Diocese of South Carolina and of Section 2 of Canon IV of the Diocese of South Carolina.

Section II: In accordance with those provisions, Lay Deputies shall be elected by ballot from among the confirmed communicants of the parish. The four persons who receive the greatest number of votes shall serve as the Lay Deputies for a period of one year commencing on the day after the next following Diocesan Convention, and the four persons who receive the next greatest number of votes shall serve as alternates in the order so elected for a period of one year.

Section III: In connection with such election of Lay Deputies and their alternates, anyone entitled to vote therein may nominate the Senior Warden or the Junior Warden, separately, by title with the words appended to the nomination "or his/her successor". Any such nomination shall be treated as the

nomination of a communicant as provided for in Article III, Section 3 of the Constitution of the Diocese of South Carolina and shall be voted on as though it were the nomination of a named communicant.

Section IV: In the event that any person elected by name shall also be elected by title, by virtue of his or her subsequent election as Senior Warden or Junior Warden, his or her role is one of such capacities shall be filled by the alternate determined on the basis of the order of election referred to in Section II of this Article IX.

ARTICLE X

Section I: There shall be a minister for the congregation styled as Rector of St. James' Church who shall be entitled to receive a fixed salary from the Church. The Rector shall be chosen and elected by the Vestry, in accordance with Canon VII, Section 7, Diocese of South Carolina and Title III, Canon 18, PECUSA:

> "Sec. 1. When a Parish is without a Rector, the Churchwardens or other proper officers shall notify the fact to the Bishop. If the authorities of the Parish shall for thirty days have failed to make provision for the services, it shall be the duty of the Bishop to take such measures as he may deem expedient for the temporary maintenance of Divine Services therein."
>
> "Sec. 2. No election of a Rector shall be had until the name of the Member of the Clergy whom it is proposed to elect has been made known to the bishop, if there be one, and sufficient time, not exceeding thirty days, has been given to him to communicate with the Vestry thereon, nor until such communication, if made within that period has been considered by the Parish or Vestry at a meeting only called and held for that purpose."
>
> "Sec. 3. Written notice of the election, signed by the Churchwardens, shall be sent to the Ecclesiastical Authority of the Diocese. If the Ecclesiastical Authority be satisfied that the person so chosen is a duly qualified Priest and that he has accepted the office, the notice shall be sent to the Secretary of the Convention, who shall record it. And such record shall be sufficient evidence of the relation between the Presbyter and the Parish."
>
> "Sec. 4. A Rector is settled, for all purposes here or elsewhere mentioned in these Canons, who has been engaged permanently, or for any term not less than one year, by any Parish, according to the rules of the Diocese in which such Parish is located, provided that two-thirds of the entire Vestry must concur in any choice and election."

Section II: The duties of the Minister shall be those enumerated in Title III, Canon 14 of PECUSA.

ARTICLE XI

No alterations shall take place in this Constitution except by a majority vote at a Congregational Meeting, provided that notice is given at least thirty (30) days prior to such Congregational Meeting, that an amendment or change is to be voted on.

ARTICLE XII

Sturgis' Rules of Order shall govern all procedure in Congregational Meetings.

The Church of St. Luke and St. Paul, Radcliffeboro

7/10/14 Trial Transcript

pp. 480, line 7 thru 498, line 4

Exhibits SLP 1 thru 17. D-SLP-13

would have been made on terms more favorable than St. Luke's might have received from a regular commercial bank?

A. I have no knowledge of that.

MS. KOSTEL: Okay. Nothing further. Thank you.

THE COURT: All right. You may come down.

Call your next witness, please.

MR. MARVEL: Your Honor, David Marvel for The Church of St. Luke and St. Paul Radcliffeborough, we call Alonso Galvan.

(Plaintiff's Exhibits SLP-1 through SLP-17 premarked for identification.)

ALONSO MENDIETA GALVAN,

being first duly sworn, testified as follows:

THE COURT: Your witness, Mr. Marvel.

MR. MARVEL: Your Honor, we have exhibits that are marked SLP-1 through 17 that I believe are admissible by agreement, with the exception that we are going to replace SLP-2 at some point following today with a more legible copy.

THE COURT: All right. Is that correct?

MR. TISDALE: That is correct.

MS. KOSTEL: Yes.

(Plaintiff's Exhibits SLP-1 through SLP-17 admitted into evidence.)

MR. MARVEL: May I approach the witness, Your Honor?

THE COURT: Yes.

DIRECT EXAMINATION BY MR. MARVEL:

Q. Mr. Galvan, where do you live?

A. I live in Charleston, South Carolina.

Q. How long have you lived in Charleston, South Carolina?

A. About ten years.

Q. And how did you come to live in Charleston, South Carolina?

A. My wife and I, we were not married at the time, I moved here, and after being married in 2005, she moved here, been here ever since.

Q. Okay. And what is your educational background?

A. I graduated from Wheaton College, studied economics and then got a master's in business administration from Yale and took a first job in New York and then from there moved here.

Q. Okay. Where do you go to church?

A. Go to The Cathedral Church of St. Luke and St. Paul, technically The Church of St. Luke and St. Paul Radcliffeborough.

Q. Okay. What is your understanding of what it means to be The Cathedral of St. Luke and St. Paul?

A. We were designated The Cathedral as far as I understand it, in 1963 by virtue of the fact that the diocese bestowed that upon us and also made it the seat of the bishop.

MR. MARVEL: And we've got some photographs for the Court's edification if --

THE COURT: All right.

MR. MARVEL: -- it should come up.

Q. And if you could describe what we're looking at in this photograph.

A. The tall building with the truncated steeple that was never completed is the main worship center for The Cathedral.

Q. Okay. And the next photograph, please?

A. That is the front of The Cathedral, the portico visible from Coming Street.

Q. Okay. And this is the corner of Coming and Vanderhorst, correct?

A. Correct.

Q. And next photo, please.

A. It's the inside of the worship hall of The Cathedral itself.

Q. Okay. The next photograph?

A. That is the view from the front of the worship hall to the back. The large brown structure is the organ.

Q. Okay. And the last photograph, please?

A. That's the view from the entrance on Coming Street down the main center aisle.

Q. Now, in the course of being a member of the church of -- The Cathedral Church of St. Luke and St. Paul have you held any leadership positions?

A. Yes, I have.

Q. Could you tell the Court about those, please?
A. In 2007 I was elected to the vestry and served three years, 2007, 2008, and 2009; and then I was the treasurer subsequently in 2011. In 2012 and terminating February 2nd of this year I was the senior warden.
Q. Okay. And in the course of your service on the vestry and generally to St. Luke and St. Paul have you come to have a general knowledge of the history of the parish?
A. Somewhat, yes.
Q. Okay. And have you come to be familiar with the corporate structure of The Church of St. Luke and St. Paul, Radcliffeborough?
A. Yes, I have.
Q. Okay. So what -- and, again, you said this, but what is the official corporate name of the church?
A. The Church of St. Luke and St. Paul, Radcliffeborough.
Q. And it goes by in common parlance?
A. The Cathedral Church of St. Luke and St. Paul.
Q. Okay. And in the course of that, has the word Episcopal ever been used in the name of The Church of St. Luke and St. Paul?
A. Not as it currently exists. In the origination back in the 1800s of St. Paul's, they did use the Protestant Episcopal Church of St. Paul, Radcliffeborough.
Q. Okay. Give us a general overview of how the parish got

started.
A. In 1809 some families, as I understand it, from St. Philip's and potentially from St. Michael's got together and formed what would become later the parish of St. Paul's. Some land was donated on the corner of Vanderhorst and Coming, and in 1814 the corporation the Protestant Episcopal Church of St. Paul was recognized by the State of South Carolina.

St. Luke's was a separate church and it started, I believe, in the 1850s as St. Luke's Episcopal Church. We have it in here, the official name. Those two entities -- that entity did not survive. It ceased being a parish and then was resurrected in the early 1900s. And in 1849 the two congregations got together and decided to merge, that was culminated in 1951.

Q. You said 1849?
A. Sorry, 1949. And that was culminated in a certificate of incorporation in 1951. And since then it has been known as The Church of St. Luke and St. Paul, Radcliffeborough.
Q. Okay. If you could look at what's been marked as SLP-1, plaintiffs' exhibit.
A. Yes.
Q. And if you could tell us what that document is, please.
A. This is the registry of corporation, as I understand it, from South Carolina at the time in 1814. And on my last page

of that it declares that the Protestant Episcopal Church of St. Paul in Radcliffeborough to be recognized as a body politic, presumably a corporation.

Q. Okay. And if you could turn to SLP-2 and tell me what that document is.

A. This is a similar registry of corporations that are recognized by the state in which St. Luke's is recognized. I believe on the second page in the middle it says, St. Luke's Church in the City of Charleston, again, recognized by the state as a corporation in 1858.

Q. Okay. If you could turn to SLP-3 and describe for us what that document is.

A. SLP-3 and then a subsequent document, this is the -- essentially the articles of incorporation of the documents, a merger agreement between the two signed April 7, 1951, at which point the two become St. Luke and St. Paul -- or The Church of St. Luke and St. Paul, Radcliffeborough.

Q. Okay. This is the petition for merger that was filed with the Secretary of State?

A. Yes.

Q. And what is your understanding of the current significance of that document?

A. This begins, really, the joint life and the entity as we know it now, the corporate entity, it serves as its founding document.

Q. Okay. And if you could turn to page 2 of SLP-3.
A. Yes.
Q. And if you could review that and tell me if you find the word Episcopal anywhere in that document.
A. No, I do not.
Q. And I believe you stated that you referred to it as a subsequent document, but Plaintiffs' Exhibit SLP-4, can you tell the Court what that document is?
A. SLP-4 is the certificate of incorporation provided by the Secretary of State of South Carolina recognizing The Church of St. Luke and St. Paul, Radcliffeborough as a corporation.
Q. Okay. And what is the purpose of the organization as stated in that document?
A. In the fourth clause it says it's formed by a merger agreement between St. Luke's Church Charleston and the Protestant Episcopal Church of St. Paul in Radcliffeborough. The purpose is to merge those two entities.
Q. Okay. It refers you back to the merger agreement that's marked as Exhibit 3, correct?
A. Yes, see original merger agreement file 3685, which is Exhibit SLP-3.
Q. Okay. If you could turn to SLP-5 and explain to the Court what that document is.
A. SLP-5 is the original deed we termed the Radcliffe deed

that provided the first parcel of land on which the -- I believe The Cathedral church now stands. This was in 18 -- I believe it was between 1809 and 1814 offered to the group that would become the corporation in 1814.

Q. If you could tell the Court what SLP-6 is, please.

A. SLP-6 is the Whiteman deed. This gave the land adjacent to The Cathedral, which is where the graveyard now is, also offered around in similar time, I believe. And, again, that -- those two parcels of land together is what we understand -- or what we occupy now between Vanderhorst and Warren Street.

Q. And SLP-7 is another public document, if you could tell the Court what that document represents.

A. Make sure I'm looking at the right one. Just a second. These, I believe, are the original bylaws of the church.

Q. Are you looking at SLP-7?

A. I'm sorry. I'm sorry, this is the deed transferring the land. Those two previous deeds, this transfers it to the corporation which is the Protestant Episcopal Church of St. Paul in Radcliffeborough. It happened immediately prior to that land being then transferred because of the merger into The Church of St. Luke and St. Paul, Radcliffeborough.

Q. Okay. But this deed conveys the property to the Protestant Episcopal Church of St. Paul in Radcliffeborough, correct?

A. Yes.
Q. If you could tell the Court what SLP-8 is.
A. SLP-8 is the acquisition in August of 1972 of what is now the parking -- excuse me -- the parking lot from J C Long that was acquired for the sum of $22,500.
Q. And, again, that deed reflects that the property is titled in the name of The Church of St. Luke and St. Paul, Radcliffeborough, correct?
A. Correct.
Q. All right. To your knowledge did the national church, which is how we've been referring to the Episcopal Church in the United States of America throughout this litigation, to your knowledge did the national church contribute any funds to the acquisition of any of these parcels of property?
A. Not to my knowledge.
Q. If you could review SLP-9 and SLP-10 and explain to the Court what those documents represent, please.
A. SLP-9 is a quitclaim deed that we received in July of 2011 and we recorded in November of 2011. This was offered by the Protestant Episcopal Church in the Diocese of South Carolina to The Cathedral Church of St. Luke and St. Paul, effectively our d/b/a, our doing business as name. It was provided by Paul C. Fuener and recognized that on the parcel of lands described the diocese had no claim whatsoever to that property.

Q. Okay. How about SLP-10?
A. SLP-10 is a quitclaim deed substantially the same form but signed instead by Bishop Mark Lawrence certifying the same, that the diocese had no claim to the property. This was received, again, in 2010.
Q. Do you know how it came about that The Church of St. Luke and St. Paul, Radcliffeborough came into possession of those deeds?
MR. TISDALE: Excuse me, Dave, could you say that again?
Q. Do you know how it came about that The Church of St. Luke and St. Paul came into possession of those deeds?
A. My understanding is these deeds were offered to us by the diocese. The first deed, again, my understanding is that we were in communication with them and it was produced by them to our benefit.
The second one was produced and offered to us, not unilaterally, but they offered it to us for no consideration.
Q. Now, the deeds that we have marked as exhibits, which are the public record of the ownership of the property owned by The Church of St. Luke and St. Paul, Radcliffeborough, reflect The Church of St. Luke and St. Paul, Radcliffeborough as the titled owner of the property, correct?
A. Correct.
Q. All right. Did The Church of St. Luke and St. Paul, Radcliffeborough believe the diocese had any property

interest in that property?
A. No, not at all.
Q. Okay. Other than -- the diocese to some extent occupies some portion of the property, correct?
A. Yes, it does.
Q. And how is it that the diocese occupies a portion of the property owned by The Church of St. Luke and St. Paul?
A. By virtue of a lease agreement that we signed, which I believe is an exhibit as well, the diocese negotiated and we granted them permission to build a structure on the land and occupy it and we would maintain the rest of the land and work very closely to use the other elements that are particular to The Church of St. Luke and St. Paul, Radcliffeborough, such as the parish hall and The Cathedral building, the worship hall itself, and parking lot, etc.

But it was a lease that was executed and, I think, expires in 99 years from its execution.
Q. Okay. And might be jumping around a little bit, but that is -- is that document what is marked as SLP-16?
A. It is.
Q. And to your knowledge are the terms of that, the lease as stated in SLP-16, is that what is currently transpiring between the church and --
A. The practice has changed. The diocese pays us $1,000 a month now, and that's not reflected in the lease, and we have

a very tight relationship on how to resolve any mutual needs that might come up.

Q. Okay. Turn to what has been marked as SLP-11, please.

A. The bylaws of The Cathedral Church of St. Luke and St. Paul amended March 6, 2011.

Q. Is that a copy of the bylaws as they existed March 6th, 2011?

A. Yes, it is.

Q. Okay. At the time these bylaws were enacted what is your understanding of the relationship between St. Luke and St. Paul, Radcliffeborough and the national church?

A. My understanding is that we had no direct relationship ever with the national church. Only by a function of being part of the diocese and the diocese being affiliated with the national church did we have any relationship whatsoever.

Q. Okay. Did The Church of St. Luke and St. Paul, Radcliffeborough have any direct input into the constitution and canons of the Protestant Episcopal Church in the United States?

A. Not that I know of.

Q. Please turn to SLP-12 and explain for the Court what that document is.

A. SLP-12 are the bylaws of the church as amended on September 9th, 2012.

Q. Okay. How did it come to be that these particular

bylaws were amended to the document that is here exhibited as SLP-12?

A. We had at our annual meeting -- I'm sorry, yes, at our annual meeting in January of 2012 we had an initial reading of proposed amendments to the bylaws; that reading culminated in a special annual meeting that occurred in September of 2012 to vote on and ratify the proposed changes; that was attended by a quorum of the members of the corporation which was sufficient to duly enact the bylaws. And in that session we approved, by a large majority, the amendments.

Q. How is notice of an annual meeting published generally by The Cathedral?

A. It's published in a number of ways now. Certainly described or notified in services well in advance, at least one month, if not more, as well as in parish newsletters and e-mails that go out. And in the past I know there were physical letters that went out notifying of those meetings.

Q. Okay. And to your recollection were those procedures generally followed as to the January meeting in 2012?

A. All of those except for physical letters. At this point we began to use all e-mail and notices on websites and notices from the pulpit.

Q. Okay. And the annual meeting occurs after what service on Sunday?

A. It occurs after -- anytime after a specific feast day, I

think the Feast of St. Paul in January, so there's some flexibility. But there is typically a joint service, normally we have three services, but we'll have one service, and after that we'll have the annual meeting with the members that are present and stay.

Q. Okay. So there's some endeavor that goes into bringing these three services into one service?

A. Yes, it's not a small meeting.

Q. And then any -- is that the case with any congregational meeting?

A. Yes. They're not necessarily always held after one joint service, but they're always publicized. And I think many in the last few years have been combined into one service and then a meeting directly following.

Q. Okay. Now, explain to me what the amendments were that appear in what's been marked as SLP-12 as of September 9th, 2012.

A. The substance of these amendments was to remove references to the Episcopal Church, national, from the bylaws and clarify that we were part of the Protestant Episcopal Church in the Diocese of South Carolina. In our discussion in the vestry, as well as discussion in the meeting with the congregation, we wanted to make very clear that this is an understanding we have always had, and these changes simply clarified that for the record. We're a member of the diocese

and we don't have any direct relationship, never did, with the national church apart from our membership through the diocese.

Q. Can you turn to SLP-13, please --

A. Yes.

Q. -- and explain to the Court what this document is.

A. SLP-13, this is the minutes from that annual meeting in January of 2012, part of which, amongst other things, the general business of the church to elect folks on the vestry and the general convention -- or national -- I'm sorry, the diocesan convention, and many other things.

Part of that was the first reading of the bylaw changes that culminated in the September 9, 2012, meeting. But these are the minutes from that meeting.

Q. And if you could tell the Court what SLP-14 is.

A. These are the minutes from the special annual meeting of the church held on September 9, 2012, where we effected the changes to the bylaws.

Q. And this meeting was held for what specific purpose?

A. This was specifically for the purpose of voting on and approving the changes to the bylaws.

Q. Were these the same changes that had been discussed in January of 2012?

A. Correct. We tried to follow -- we're not bound to them, but we try to follow some rules of order where we have

multiple readings, especially to changes to the bylaws, to give ample notice when anything might be changed, for discussion, for any questions that come from parishioners, for revisions to those, and then a final approval sometime after.

Q. The document that's been marked as SLP-15 is stated as to the commitment to continued diocesan relationship.

A. Yes.

Q. Can you tell the Court what this document is.

A. This document was produced by the vestry around November of 2012. It was in response to the national church taking action against our bishop, Mark Lawrence. We produced this resolution, again, voted on and approved by the vestry, asserting that we would -- or declaring that we were committed to remaining within the diocese and expressing clearly our support for Mark Lawrence during the accusations that were coming against him and the movement that the presiding bishop took to restrict his ministry.

Q. Okay. And how did this come to be a resolution of the vestry?

A. The resolution with respect to the deliberation within the vestry or...

Q. How exactly was it enacted and ratified?

A. Oh, we had a special conference call that was called to order, and we couldn't all be together, but we had an

official meeting of the vestry. We voted unanimously to approve this resolution, and then subsequently we presented it to the congregation for their affirmation and also to explain the actions of the vestry and to allow them a chance to ask questions and understand better what was going on.

Q. What response did you get from the congregation in that?

A. We took a voice vote and there was unanimous voice acclamation at the time in support of the resolution.

Q. If you could turn to what has been marked as SLP-17 and explain to the Court what that document is.

A. SLP-17 are the bylaws as amended February 2nd, 2014. These are the most current bylaws that we have at The Cathedral.

Q. Okay. And, generally, what was the purpose of the amendment that was in place as of February 2nd, 2014?

A. There were two amendments -- there were two substantial changes. One reduced the vestry from 12 to 9 members. It had originated with the merger with 25 members, unwieldy group, that got reduced down to 15. In 2011 we reduced from 15 to 12, and then this reduced it from 12 to 9. That was one part.

The second substantial change were administrative changes to the endowment, how it was run, how people were elected to it, and how, effectively, money managers were selected. It was all fairly administrative stuff.

Q. But these are the current bylaws as they exist for The Church of St. Luke and St. Paul, Radcliffeborough?
A. Correct.
Q. And in your recollection, was there any way in which the word Episcopal was displayed in advertisements for The Cathedral Church of St. Luke and St. Paul?
A. At what time?
Q. In your recent memory.
A. In my recent memory, we had a sign in the front of the building that said The Cathedral Church of St. Luke and St. Paul, and underneath it had in parenthesis, Episcopal, which our understanding is that simply meant we had a bishop and happened to be his seat in our cathedral. When I originally got to the church around 2005, I believe we had an Episcopal flag in the building, but that is no longer there. And other than that, I don't believe we used the seal of the Episcopal Church national in other literature, not that I recall.
Q. Okay. Has that flag been in use since 2012?
A. No.
Q. Is the word Episcopal currently displayed on the outside of The Cathedral anywhere?
A. No.
Q. Okay. To your recollection was there ever a sign that said, The Episcopal Church welcomes you or anything along

those lines pointing to The Cathedral?

A. No.

MR. MARVEL: Thank you very much. Those are all the questions I have.

THE COURT: All right. Yes, ma'am.

MR. HOLMES: Your Honor, may I leave the courtroom for a moment for a logistical matter?

THE COURT: Sure.

MR. HOLMES: Thank you.

MS. KOSTEL: Your Honor?

THE COURT: Yes.

MS. KOSTEL: There are documents that I would like to show the witness and, potentially, they're in our exhibits. I only have them electronically today. Mr. Holmes is trying to go get copies of them now. I'd like to go over to that podium and show them to him, but if -- I'd like your guidance on whether I can move them in if I don't have a hard copy. I'm willing to wait to move them in. We'll provide everyone with either a hard copy or an electronic --

THE COURT: Have these documents been provided in discovery, I would ask.

MS. KOSTEL: Yes, they were provided by the plaintiffs, actually, to us.

THE COURT: Oh, okay, okay.

MS. KOSTEL: Yes.

and the said Protestant Episcopal Church, shall pay to the Methodist and Baptist churches, established in the said town, the one half of the sum to which said lots shall be appraised, as aforesaid, to be equally divided between them, for the purpose of enabling them to finish and complete their said churches.

Charleston Fire Company of Axe-men incorporated.

XIX. *Whereas*, Edward Shrewsberry, President, and others, members of the Charleston Fire Company of Axe-men, have petitioned the Legislature to be incorporated. *Be it therefore enacted* by the authority aforesaid, That the Charleston Fire company of Axe-men, and the several persons who now are, or may hereafter be, officers and members thereof, and their successors, officers and members, be, and they are hereby declared to be, a body corporate and politic, in deed and in law, by the name and style of "The Charleston Fire Company of Axe-men;" and that the said corporation, and the Franklin Library Society hereinbefore mentioned, by their respective corporate names, shall sue and be sued, implead and be impleaded, in the courts of law and equity in this State; and shall be able and capable in law, severally, to purchase, have, hold, enjoy, possess and retain, in perpetuity or for any term of years, any goods, chattels, lands, tenements or real estates, of what kind or nature soever; and the same, or any part thereof, to sell, alien or convey, at their will and pleasure; *provided, however*, that the property so to be had, held, enjoyed or possessed by the said Charleston Fire Company of Axe-men, and the property so to be had, held, enjoyed or possessed by the said Franklin Library Society, shall not exceed the annual value of five thousand dollars; and the said corporations shall have power to make common seals, respectively, with powers to change and alter the same, as often as they shall deem necessary.

Duration.

XX. *And be further enacted* by the authority aforesaid, That all and every of the societies aforesaid, intended to be incorporated, shall be incorporated for the term of fourteen years, and until the next meeting of the Legislature thereafter, and no longer.

In the Senate House, the eighteenth day of December, in the year of our Lord one thousand eight hundred and thirteen, and in the thirty-eighth year of the American Independence.

SAVAGE SMITH, *President of the Senate.*
JOHN GEDDES, *Speaker of the House of Representatives.*

AN ACT TO INCORPORATE THE SEVERAL SOCIETIES THEREIN MENTIONED; AND FOR OTHER PURPOSES. No. 2048.

Mount Pisgah Baptist church incorporated.

I. *Be it enacted*, by the Honorable the Senate and House of Representatives, now met and sitting in General Assembly, and by the authority of the same, That the society formed for the promotion of religion and morals in the county of Claremont, and all those who may hereafter become members of that society, shall be, and they are hereby declared to be, a body corporate, in deed and in law, by the name of "Mount Pisgah Baptist Church."

II. *And be it further enacted* by the authority aforesaid, That all those persons who have associated themselves together for the purposes of divine

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PLAINTIFF'S EXHIBIT SLP-1

Mount Bethel church incorporated.

worship, in the district of Fairfield, and all those who may hereafter become members of the said society, shall be, and they are hereby declared to be, a body corporate, in deed and in law, by the name and style of "The Mount Bethel Episcopal Methodist Society."

Literary and Philosophical Society incorporated.

III. And *whereas*, Stephen Elliott, President, William Johnson, jr., and Robert Dewar, Vice Presidents, Dr. James E. B. Finly, Martin Stroble, Benjamin Elliott, and Dr. Richard L. Latham, curators, of the Literary and Philosophical Society of the State of South Carolina, have, by their petition, prayed for an Act of incorporation on behalf of said society. *Be it further enacted* by the authority aforesaid, That the said Stephen Elliott, William Johnson, jr., Robert Dewar, James E. B. Finly, Martin Stroble, Benjamin Elliott, and Dr. Richard L. Latham, and all those who now belong to, and all those who may hereafter become members of, the said society, shall be, and are hereby declared to be, a body politic and corporate, by the name and style of "The Literary and Philosophical Society of South Carolina;" and, by the same name, shall have perpetual succession of officers and members; and a common seal, with power to change, alter, break and make new the same, as often as the said corporation shall judge expedient; and the said corporation, and its successors, shall be able and capable in law, to purchase, have, hold, receive, enjoy, and possess, and retain, to itself and its successors, in perpetuity or for any term of years, any estate or estates, lands, tenements or hereditaments, of what kind or nature soever; and to sell, alien or lease the same, or any part thereof, as they shall think proper; and may, by their said name, sue and be sued, implead and be impleaded, answer and be answered unto, in any court of law or equity in this State; and to make such rules and by-laws, (not repugnant to the laws of the land,) for the benefit of the said corporation, and for the order, rule, good government and management of the said corporation, as shall, from time to time, be agreed upon by a majority of the members of the said corporation.

Ladies' Benevolent society incorporated.

IV. And *whereas*, Ann E. Mitchell, Superintendant, Hannah Drayton, jr., Superintendant, and S. M. Drayton, Secretary and Treasurer, of the Ladies' Benevolent Society, have, by their petition to the Legislature, prayed for an Act of incorporation. *Be it therefore enacted* by the authority aforesaid, That all those persons who now compose the said society in Charleston, and all those who may hereafter become members of the same, shall be, and they are hereby declared to be, a body corporate and politic, by the name and style of "The Ladies' Benevolent Society."

Claremont Library society incorporated.

V. *And be it further enacted* by the authority aforesaid, That the persons who now compose the Claremont Library Society, and all those who may hereafter become members of the same, shall be, and they are hereby declared to be, a body corporate and politic, in deed and in law, by the name and style of "The Claremont Library Society."

Uranian Society of Columbia incorporated.

VI. *And be it further enacted* by the authority aforesaid, That all the persons who now compose the Uranian Society, and all those persons who may hereafter become members of the same, shall be, and they are hereby declared to be, a body politic and corporate, in deed and in law, by the name and style of "The Uranian Society at Columbia."

Laurens Library Society incorporated.

VII. *And be it further enacted* by the authority aforesaid, That the persons who now compose the Laurens Library Society, and all those persons who may hereafter become members thereof, shall be, and they are hereby declared to be, a body corporate and politic, by the name and style of "The Laurens Library Society."

Pendleton Circulating Library Society incorporated.

VIII. *Whereas*, the incorporated commissioners of the Pendleton Circulating Library Society, have petitioned the Legislature of this State, so to amend the Act of incorporation of the said commissioners, as to enable them to apply the funds of the said society to the endowment of an Academy at Pendleton Court House. *Be it therefore enacted* by the authority aforesaid, That the said society, or a majority of them, be, and they are hereby, authorized and empowered to vest all the funds of the said society, in such way, and in such persons, as to them shall seem expedient, for the purposes of endowing or aiding in the maintenance and support of an Academy at Pendleton Court House.

Baptist Church of Camden incorporated.

IX. *And be it further enacted* by the authority aforesaid, That the persons who now compose the Baptist Church in the Town of Camden, and all those who may hereafter become members of that church, shall be, and they are hereby declared to be, a body corporate, in deed and in law, by the name and style of "The Baptist Church of Camden."

Powers and privileges.

X. *And be it further enacted* by the Authority aforesaid, That the several societies and churches hereinbefore incorporated, shall, by their several and respective names, be able and capable in law, severally, to purchase, have, hold, receive, enjoy, possess and retain, to their respective incorporations, in perpetuity or for term of years, any lands, tenements or hereditaments, of what nature or kind soever; and their said lands, tenements or hereditaments, so by them, respectively, to be held, enjoyed and possessed, and the said corporations may, respectively, alien, sell, lease, demise or exchange, as the said respective corporations shall think proper; *provided, however*, that the lands, tenements and hereditament, so to be had, held, enjoyed and possessed, by each or any of the said societies and churches, shall not exceed the annual value of five thousand dollars; and any monies, goods or chattels, which they severally and respectively do now, or may hereafter own, the said corporate bodies may retain, possess and enjoy, or sell, alien or convey, as they shall severally think convenient.

May have succession of officers, &c.

XI. *And be it further enacted* by the authority aforesaid, That the said several societies and churches, herein mentioned and incorporated, shall, respectively, have perpetual succession of officers and members; and common seals of their respective corporate bodies, with power, respectively, to change and alter the same, as they or any of them may think proper; and may make such by-laws, rules and regulations, (not repugnant to the laws of the land,) as they shall respectively deem necessary for the good order and government of their said respective corporations.

Coranaca Circulating Library Society incorporated.

XII. *And be it further enacted* by the authority aforesaid, That all those persons who now compose the Coranaca Circulating Library Society, and all those who may hereafter become members thereof, shall be, and they are hereby declared to be, a body corporate and politic, in deed and in law, by the name and style of "The Coranaca Circulating Library Society."

May hold property.

XIII. *And be it further enacted* by the authority aforesaid, That the said corporation shall be capable in law, to purchase, have, hold, receive, enjoy, possess and retain, to itself, in perpetuity or for any term of years, any lands, tenements or hereditaments, or other property, of what nature soever, not exceeding five thousand dollars; and to sell or alien the same, as the said corporation shall think fit; and, by its said name, to sue and be sued, implead and be impleaded, answer and be answered unto, in any court of law or equity in this State; and to make such rules and by-laws,

(not repugnant to the laws of the Land,) as for the order, rule, good government and management thereof may be thought necessary and expedient.

Public Act.

XIV. *And be it further enacted* by the authority aforesaid, That this Act shall be deemed a public Act, and, as such, shall be judicially noticed in all the courts of this State.

Episcopal church in Ratcliff borough incorporated.

XV. *And be it further enacted* by the authority aforesaid, That the Episcopal Church in Ratcliff borough, near Charleston, and the several persons who now are, or shall hereafter become, members thereof, and their successors, officers and members, shall be, and they are hereby declared to be, a body corporate and politic, in deed and in law, by the name and style of "The Protestant Episcopal Church of Saint Paul, in Ratcliff borough;" and, by the said name, shall have perpetual succession of officers and members; and a common seal, with power to alter, change, break and make new the same, as often as the said last mentioned corporation shall deem expedient; and the said corporation shall be able and capable in law, to purchase, have, hold, receive, enjoy, possess and retain, to itself, in perpetuity or for any term of years, any estate or estates, goods or chattels, lands, tenements or hereditaments, of what kind or nature soever, not exceeding the sum of five thousand dollars per annum; and to sell, alien, exchange, demise or lease the same, or any part thereof, as they shall think proper; and may, by its said name, sue and be sued, plead and be pleaded unto, answer and be answered unto, in any court of law or equity in this State; and the wardens and vestry of the said church are hereby vested with all the powers and authorities which are vested in any other established Episcopal Church in this State.

Duration.

XVI. *And be it further enacted* by the authority aforesaid, That all and every of the societies aforesaid, shall be incorporated for the term of fourteen years, and until the next meeting of the Legislature thereafter, and no longer.

In the Senate House, the twenty-first day of December, in the year of our Lord one thousand eight hundred and fourteen, and in the thirty-ninth year of the Independence of the United States of America.

JAMES R. PRINGLE, *President of the Senate.*
THOS. BENNETT, *Speaker of the House of Representatives.*

No. 2053. AN ACT FOR INCORPORATING THE GRAND LODGE OF SOUTH CAROLINA

WHEREAS, Thomas W. Bacot, Grand Master, Jervis H. Stevens, Deputy Grand Master, Charles Kershaw, sr., Grand Warden, Samuel Wilson, jr., Grand Warden, Rev'd. A. W. Leland, Grand Chaplain, John H. Mitchell, Grand Secretary, Simon Magood, Past Grand Master, Honorable John Drayton, Past Grand Master, and others the officers and members of the Grand Lodge of South Carolina, in behalf of the said Grand Lodge, and of the several Lodges under the jurisdiction thereof, have, by their petition, prayed that the Legislature would pass an Act incorporating the aforesaid grand lodge, together with all the lodges under its jurisdiction, into one body, by the name and style of "The Grand Lodge of South Carolina."

A. D. 1858.

or Equity whatsoever, in all suits and actions; may have a mon seal, and the same alter at pleasure, and may purchase, or convey, real estate, and enjoy and have all the privileges dent to corporations.

Meetings.

That the first meeting of said corporation may be called by persons named in this Act at such time and place as may be ed upon by the persons named in this Act; and at said meeting, all other meetings legally notified, said corporation may make, and repeal such by-laws and regulations for the management he business of said corporation as a majority of the stockholders direct, not repugnant to the laws of this State or the United es.

Stock.

That the said corporation may divide their original stock into such number of shares, and provide for the sale and transfer hereof in such manner and form as said corporation shall from time ime deem expedient; and the said corporation may levy and ollect assessments, forfeit and sell delinquent shares, declare and ay dividends on the shares in such manner as the by-laws may irect.

Stockholders.

That the Directors shall cause a book to be kept containing he names of all persons who are stockholders of said company, howing their places of residence and the number of shares of stock held by each respectively, and the time when they became respectively the owners of said shares, and the amount of stock actually paid in, which book shall, during the business hours of each secular day, be open at the place of business of said company, for the inspection of the stockholders and creditors of the company and their representatives.

Capital.

That the capital stock of said company shall be one hundred housand dollars, and no debt shall be contracted by said company until twenty-five thousand dollars is paid in, no part of which shall be withdrawn, or in any manner diverted from the business of the company, and shall not contract debts at any time to an amount exceeding the amount of capital stock actually paid in.

Duration.

That this Act shall be deemed a public Act, and continue in force for twenty-one years.

In the Senate House, the twenty-first day of December, in the year of our Lord one thousand eight hundred and fifty-eight, and in the eighty-third year of the sovereignty and independence of the United States of America.

WILLIAM D. PORTER, President of the Senate.
JAMES SIMONS, Speaker House of Representatives.

No. 4403.

AN ACT TO INCORPORATE CERTAIN RELIGIOUS AND CHARITABLE SOCIETIES, AND SOCIETIES FOR THE ADVANCEMENT OF EDUCATION, AND TO RENEW AND AMEND THE CHARTERS OF OTHERS HERETOFORE GRANTED.

I. *Be it enacted* by the Senate and House of Representatives, now met and sitting in General Assembly, and by the authority of the same, That all free white persons who now are, or hereafter may

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PENGAD 800-631-6989

A. D. 1858.

Titles of Societies incorporated.

become, members of the following societies, viz: The Mount Olivet Church, in Pickens District; St. Mark's Church, in the town of Chester; Ebenezer Church, in Greenville District; The Second Baptist Church, in Pickens District; The Shady Grove Presbyterian Church, in Laurens District; The Baptist Church of Long Branch, in Barnwell District; The Beaver Creek Presbyterian Church, in Kershaw District; The Harmony Methodist Episcopal Church, South, in Edgefield District; Rehoboth Church, in Abbeville District; The Williamston Presbyterian Church, in Anderson District; The Shiloh Methodist Episcopal Church, South, in Abbeville District; The Bethlehem Baptist Church, in Edgefield District; Bethel Church, in Greenville District; Dorchester Baptist Church, in Anderson District; The Columbia Baptist Church, in Greenville District; Neal's Creek Baptist Church, in Anderson District; The Baptist Church, at Manning; The Presbyterian Church, at Manning; Cheraw Lodge, No. 15, Ancient Free Masons, of South Carolina; Hammond Lodge, No. 7, Independent Order of Sons of Malta; Bennettsville Lodge, No. 88, Ancient Free Masons; Winnsborough Lodge, No. 11, Ancient Free Masons; The Orangeburg Missionary Union, of Orangeburg District; The Mount Bethel Baptist Church, in Anderson District; The Baptist Church, at Chester, South Carolina; St. Luke's Church, in the city of Charleston; The Bethesda Baptist Church, in Anderson District; The Providence Methodist Episcopal Church; The First Creek Baptist Church, in Anderson District; Williston Academy, in Barnwell District; Fairfield Division, No. 13, Sons of Temperance, are hereby declared and constituted bodies corporate and politic.

Williamston Male Academy.

II. That John T. Broyles, B. F. Mauldin, James D. Smith, Archy M. Smith and F. A. Hoke, and their successors in office, be, and they are hereby, declared and constituted a body politic and corporate, by the name and style of "The Trustees of the Williamston Male Academy," and by that name may sue and be sued, plead and be impleaded in any court of law or equity in this State; may have a common seal, and the same may alter at pleasure; may make such by-laws, rules and regulations, not inconsistent with the laws of the land, for the organization and government of the said corporation, as may be deemed necessary or expedient, and generally may have and enjoy all the rights, powers and privileges incident to corporations.

Officers, and duties.

III. That the said churches, societies and associations shall have succession of Trustees, Vestry and Wardens, officers and members, according to their respective by-laws; and shall have power, respectively, to make by-laws not repugnant to the laws of the land, and to have, use and keep a common seal, and the same to alter at will; to sue and be sued in any court in this State, and to have and enjoy every right, power and privilege incident to such corporations; and they are hereby empowered to hold, retain, possess and enjoy all such property, real and personal, as they may now severally have and possess, or be entitled to, or which shall hereafter be given, bequeathed or devised to them respectively, or in any manner acquired by them, and to sell, alien, or transfer the same, or any part thereof: *Provided*, That the amount so held shall in no case exceed the sum of twenty thousand dollars.

A. D. 1858.

Charters renewed.

That the charters of Grace Church, Camden; the Darling- Presbyterian Church; the Milford Baptist Church of Green- District; "the Trustees of the Rock Church," in Abbeville ict; the Pacolet Baptist Church, in Union District, be, and ame are hereby, renewed, with all the rights, powers and pri- heretofore granted to them respectively.

That the Right Reverend Thomas F. Davis, Peter J. Shand, Roberts, C. P. Gadsden, Henry D. Lesesne, A. P. Aldrich and eph B. Kershaw, and their successors in office, be, and they are y declared and constituted a body politic and corporate, by ame and style of "The Theological Seminary of the Protes- Episcopal Church in the Diocese of South Carolina," and by ame may sue and be sued, plead and be impleaded in any of law or equity in this State; may have a common seal, and ame may alter at pleasure; may make such by-laws, rules and ations, not inconsistent with the laws of the land, for the or- ization and government of the said corporation, as may be ed necessary or expedient, and generally may have and en- all the rights, powers and privileges incident to corporations.

Episcopal Theological Seminary.

Power.

That the said corporation shall have power to appoint all officers and instructors as may be deemed advisable for the est of the said Seminary, and may confer and award all such nctions, honors, licenses and degrees as are usually conferred warded in Theological Universities of the United States.

May hold property.

That the said corporation shall be, and is hereby, author- and empowered to hold, possess and enjoy all such property, or personal, as may be given, devised or bequeathed to it, or any manner acquired by it, and to sell, alien or transfer the or any part thereof: *Provided*, That the value of such real e shall not exceed the sum of one hundred thousand dollars.

Privileges conferred.

That all the powers, rights and privileges granted to the holders of "The Spartanburg Female Association," by an entitled "An Act to incorporate the Spartanburg Female lege," ratified the twenty-first day of December, in the year of Lord one thousand eight hundred and fifty-four, be, and the is hereby, conferred upon the South Carolina Annual Con- ence of the Methodist Episcopal Church, South," and that the rter of the said Spartanburg Female College Association be, the same is hereby, so altered and amended as to conform to charter heretofore granted to the "Columbia Female College," an Act entitled "An Act to incorporate the Columbia Female lege," ratified on the twenty-first day of December, in the year Lord one thousand eight hundred and fifty-four.

Rock Church.

That an Act entitled "An Act to incorporate the Presby- an Church in Abbeville District, heretofore known as the Rock ek Church," ratified the eighteenth day of December, in the of our Lord one thousand eight hundred and forty-four, be, the same is hereby, so amended that the name and style reof shall be "The Rock Church," in Abbeville District, and the male white communing members, together with the Pastor the said church for the time being, be, and the same are eby, declared and constituted the corporators of said church.

That the Trustees of said church shall be elected every four

A. D. 1858.

Trustees.

years, and should there, at any time, be an omission
years to elect said Trustees, the property held by
shall be, and the same is hereby, vested in the Pres
which the said church is located.

Amount of property.

XI. That the said corporation be, and the same
thorized to hold property to the amount of ten thou
with the increase thereof.

Retreat Church.

XII. That the white communing members for the
the Presbyterian Church in Pickens District, know
Church, (being a Presbyterian congregation, holding
minster Confession of Faith, and connected with the
General Assembly of the Presbyterian Church of the
of America,) be authorized to elect three Trustees by
of votes, and that the said Trustees and their succes
pointed as hereinafter directed, shall be, and they are
ated a body politic, by the name and style of "The
Retreat Church," whose duty it shall be to take cha
agement of the lands, buildings and other temporal
perty of the said church, in trust, according to the
Act.

Trustees, how elected.

XIII. That so long as the said church, (or any con
be organized in its stead from time to time, as herein
for,) shall hold the said Confession of Faith, and sha
solved by the superior judicatories to which it is attache
ject, nor become extinct, every vacancy which may
time occur among the said Trustees, by death, remov
State, or resignation, shall be filled by an election to
the white communing members in the manner aforesaid

Duty of Trustees.

XIV. That in case said church (or any congrega
ganized in its stead, as in this Section is hereinafter provi
at any time cease to hold said Confession of Faith, or be
aforesaid, or become extinct, the Trustees shall thence
manage the said lands, buildings, temporalities and
trust for said church or congregation, as may, from time
afterwards duly organized at or near the present church
according to discipline of the Old School Presbyterian
the United States of America; and in the interim, viz.
a cessation to hold said Confession of Faith, or from
as aforesaid, or from extinction, the said church, or any
tion organized in its stead, as aforesaid, is not authorized
going provisions to fill the same,) the filling of vacan
number of said Trustees shall belong to such Presby
denomination as shall include the site of the church
the time being within its boundaries.

Duration.

XV. That the congregation hereby established be all
property upon trust, aforesaid, to the value of five thou
exclusive of the increase, and also the increase value of
after its acquisition by them, and the Act remain and
force for and during the term of fourteen years from the
thereof.

XVI. That B. Manly, J. B. Kendrick, B. C. Pres
Johnson, J. C. Furman, J. G. Landrum, T. P. Lide
Brooks, C. J. Elford, J. M. Chiles, A. Walker, G. W

A. D. 1858.

Pritchard, Thomas Stocks, W. P. Chiltan, M. W. Low, R. B. C. Howell, D. R. Campbell, James E. Burleson, A. L. Hay, W. M. McPhenan, and their office, Trustees of "The Southern Baptist Theological Institution of learning to be located at Greenville, shall be, and they are hereby, created and constituted and corporate by the name and style of "The Baptist Theological Seminary," and by said name shall succession of officers and members, according to the may establish; and for that purpose the said corporate power to ordain all such by-laws for the regulation and government, and for the organization and of the said institution of learning as they may deem inconsistent with the Constitution and laws of this the United States; to have, use and keep a common name to break and alter at will; to sue and be sued, impleaded, answer and be answered unto, in any court in this State, or the United States, and to have and right, power and privilege incident to such corporation; said corporation is hereby empowered to have, hold, and enjoy all such property, real and personal, as or are entitled to, or which shall hereafter be given, devised thereto, or in any manner acquired thereby, and alien or transfer at pleasure: *Provided*, That the sum not at any one time, exceed in value the sum of five thousand dollars.

Southern Baptist Theological Seminary.

Rights and powers.

That Robert Adger, Archibald Campbell, and their associates, successors, male white communing members of the Zion Church of Charleston, be, and they are hereby, constituted politic and corporate, with all the rights, powers and incident and appertaining thereto, by the name and style Presbyterian Church, of Charleston; which said corporate have, hold, possess, enjoy, mortgage, sell, alien and transreal and personal, to an amount not exceeding two thousand dollars.

Zion Presbyterian Church.

That Albert Evans, Leonidas Lowry, Evander David, Jackson Miller, and their associates and successors, are hereby declared to be, a body politic and corporate by the name and style of the "White Plains Educational Chesterfield District;" and that said corporation may sue and plead and be impleaded in any court of law or State; may adopt and use a common seal, and the at pleasure; may make, and from time to time alter by-laws, rules and regulations, not inconsistent with land, for the organization and regulation of the said may be deemed necessary or expedient; may be capable any real estate, not exceeding the value of fifty and generally may have and enjoy all the rights incident to bodies corporate.

Educational Society.

May hold real estate.

That Thomas E. Powe, William Godfrey, John J. Westerfield, Harrell and Henry W. Harrington, Vestrymen, and Pollock and James Gillespie, Wardens of St. David's town of Cheraw, and their successors in office, forever

St. David's Church, Cheraw.

A. D. 1858.

be, and they are hereby, constituted and declared ... in deed and in law, under the name and title ... Church, Cheraw." The said corporation shall have ... all needful by-laws, rules and regulations for its gov... administration of its affairs, not repugnant to the ... or the canons of the Protestant Episcopal Church ... to provide for perpetual succession of officers and m... use and keep a common seal, and the same to alter ... and make new, as often as it may be deemed expe... corporate name aforesaid to sue and be sued, implea... pleaded, answer and be answered unto, in any court ...

Powers.

and shall have and enjoy every other power, authority ... lege which is vested by law in any other Episcopal ... State. The said corporation shall be able and ca... purchase, have, hold, receive, enjoy, possess and re... perpetuity, or for any term of years, any estates ... lands or tenements of what kind or nature soever ... the value of fifty thousand dollars; and to sell, alien ... same, or any part thereof, or to grant or convey any ... in the same, or any part thereof, as to the said ... seem proper.

Duration.

XX. That this Act shall be deemed and taken ... Act, and continue in force for twenty-one years.

In the Senate House, the twenty-first day of Decem... of our Lord one thousand eight hundred and ... in the eighty-third year of the sovereignty ... ence of the United States of America.

WILLIAM D. PORTER, President of ...
JAMES SIMONS, Speaker House of ...

No. 4404. AN ACT TO AUTHORIZE THE FORMATION OF A NEW COMPANY OF ARTILLERY WITHIN THE LIMITS OF THE FIFTEENTH REGIMENT OF INFANTRY, SOUTH CAROLINA MILITIA.

I. *Be it enacted* by the Senate and House of Repres... met and sitting in General Assembly, and by the ... same, That the Adjutant and Inspector General ... South Carolina be, and he is hereby, empowered ... receive into the Fifteenth Regiment of Infantry ... Militia, a new Volunteer Company of Artillery ...

Washington Artillery.

"Washington Artillery Company," any law to the ... withstanding.

II. The said Company shall have attached to ... Captain, two Lieutenants, one Ensign, four Sergea... rals, one Clerk, and two Musicians, and shall con...

Officers, &c.

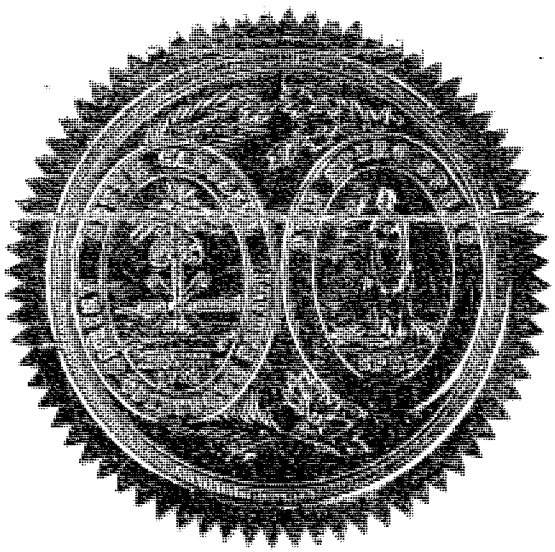
than eighty men, nor less than thirty, including of... missioned officers and privates, any law to the ... standing. And whenever reduced below the numb... above required, and it shall not recruit to such num...

STATE OF SOUTH CAROLINA,)
)
COUNTY OF CHARLESTON.)

I, the undersigned O. Frank Thornton, Secretary of State of South Carolina, hereby certify that the attached plan of consolidation of "St. Luke's Church, Charleston" and "The Protestant Episcopal Church of St. Paul in Radcliffeboro", is a true copy of said plan filed in my office, as authorized by Act of the General Assembly, approved the 11th day of May, 1950, entitled "An Act to Provide for the Merger and Consolidation of Church Corporations".

O. Frank Thornton (SEAL)
Secretary of State of South Carolina.

DATED: April 7, 1951.



PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
SLP-3
ROA 7355

PROPOSALS FOR A MERGER OF THE CONGREGATIONS OF
ST. LUKE'S CHURCH AND ST. PAUL'S CHURCH, CHARLESTON.

1. The name of the church shall be "The Church of St. Luke and St. Paul, Radcliffeboro."

2. The constitution and by-laws of both congregations shall be nullified and a new constitution for the new church written.

3. All assets and liabilities of the two Church corporations shall become those of the new Church Corporation.

4. The building and grounds of the present Saint Paul's Church shall be the location of the new congregation with the understanding that, consistent with the original deeds to the property, the church building and grounds shall be controlled completely by the new congregation and no traditions or customs of usage thereof shall in any way interfer with the decisions of the said new congregation. Saint Luke's Church building will not be sold without the consent of the Vestry and congregation of the new Church.

5. The present Rector of Saint Luke's Church shall be the Rector of the new congregation.

6. All memorials, including the windows, altars, reredos', lecturns, pulpits, etc., shall be used in some way if possible, but their use shall be dictated by considerations of good architecture and good taste and from no other considerations.

7. The 14 members of Saint Luke's Vestry and the 11 members of Saint Paul's Vestry shall unite to form a new Vestry of 25 members, and a rotating plan instituted which will allow more vacancies to occur at each annual election than are filled by new members until the Vestry shrinks to the size required by the canon law of the Diocese, and that the annual convention of the Diocese be petitioned in 1950 to allow this plan to be put in effect on a legal basis. The 4 Wardens shall serve jointly until the new constitution sets forth the manner and form of election of Wardens. The Auxiliary, Altar Guild, Church School, Layman's League, Young People's Service League, and other organizations of the church shall be brought into union by plans set forward by the Rector.

8. The first undertaking of the new congregation shall be the erection of a Parish House. Immediate plans shall be made for a building fund.

9. The handsome Rhett memorial window shall be moved to Saint Paul's Church if architectually and economically feasible.

Charleston, S. C., Office of Register
Mesne Conveyance
Filed, Indexed and Recorded this
April 9 A. D. 19 51
at 2:10 o'clock P. M.
Book W52 page 462
S. C. Doc. Stamp none affixed.
U. S. Doc. Stamp none affixed.
Within Merger
Fee $1.25 Pd
J. E. Bogan
Register Mesne Conveyance

~~Recorded~~ Entered 1.25

STATE OF SOUTH CAROLINA.

April 9. 1951 at 2:10

CERTIFICATE

OF

O. FRANK THORNTON, SECRETARY OF STATE OF SOUTH CAROLINA.

The Church of St. Luke and St. Paul, Radcliffeboro.

Apr. 7 - 1951

ROA_ 7357

3685

The State of South Carolina

EXECUTIVE DEPARTMENT

CERTIFICATE OF INCORPORATION
BY THE SECRETARY OF STATE

WHEREAS,

two or more of the officers or agents appointed to supervise or manage the affairs of

which has been duly and regularly organized, did on the day of , A. D. , file with the Secretary of State a written declaration setting forth:

That, at a meeting of the aforesaid organization held pursuant to the by-laws or regulations of the said organization, they were authorized and directed to apply for incorporation.

That, the said organization holds, or desires to hold, property in common for Religious, Educational, Social, Fraternal, Charitable or other eleemosynary purpose, or any two or more of said purposes, and is not organized for the purpose of profit or gain to the members, otherwise than is above stated, nor for the insurance of life, health, accident or property; and that three days' notice in the , a newspaper published in the County of , has been given that the aforesaid Declaration would be filed.

AND WHEREAS, *Said Declarants and Petitioners* further declared and affirmed:

FIRST: Their names and residences are as above given.

SECOND: The name of the proposed Corporation is

THE CHURCH OF ST. LUKE AND ST. PAUL, RADCLIFFEBORO

THIRD: The place at which it proposes to have its headquarters or be located is CHARLESTON, S.C.

FOURTH: The purpose of the said proposed Corporation is

Formed by merger agreement between St. Luke's Church, Charleston, and The Protestant Episcopal Church of St. Paul in Radcliffeboro, (See original merger agreement in File No.3685.

FIFTH: The names and residences of all Managers, Trustees, Directors or other officers are as follows:

SIXTH: That they desire to be incorporated:

Now, THEREFORE, I, , Secretary of State, by virtue of the authority in me vested, by Chapter 158, Article III, Code of 1942, and Acts amendatory thereto, do hereby declare the said organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities conferred by said Chapter 158, Article III, Sections 8158-8159 and 8168, Code of 1942, and Acts amendatory thereto.

GIVEN under my hand and the seal of the State, at Columbia, this 7th. day of April in the year of our Lord one thousand nine hundred and fifty-one and in the one hundred and seventy-fifth year of the Independence of the United States of America.

O. FRANK THORNTON

W. D. BLACKWELL,

Secretary of State.

PEARGAD 800-631-6989

PLAINTIFF'S EXHIBIT SLP-4

ROA_ 7358

REPRODUCED FROM DOCUMENT IN
SOUTH CAROLINA DEPARTMENT OF ARCHIVES AND HISTORY
COLUMBIA, S. C.

Records of the Secretary of State
Corporations Division
Eleemosynary File No. 3685

ROA_ 7359

257 Sheriff of Charleston district do make sure to the aforesaid James Fisher or his Heirs or Assigns or Assignment of Freehold and Inheritance according to the directions of the Last mentioned act Now this Indenture Witnesseth that the said Charles John Freedman Sheriff of Charleston district aforesaid for and in consideration of the Sum of Three hundred and Eighty Pounds Sterling money to him in hand well and truly paid or secured to be paid by the said James Fisher at and before the sealing and delivery of these presents the receipt whereof he hereby acknowledged and the said Charles John Freedman Sheriff aforesaid thereof and of and from every part and parcel thereof doth acquit release and for ever discharge the said James Fisher his Heirs and Assigns and every of them by these presents he the said Charles John Freedman Sheriff aforesaid hath granted bargained sold conveyed and confirmed and by these presents doth grant bargain sell convey and confirm unto the said James Fisher and to his Heirs and Assigns for ever All those eight Lots of Land situate on Boundary Smith and Vanderhorst streets in the Town mentioned and described together with the Houses Out houses and all and singular other the hereditaments rights members and appurtenances And the Reversion and Reversions Remainder and Remainders Rents Issues and Profits thereof and of every part and parcel thereof And also all the Estate right title interest use possession property profit benefit claim and demand whatsoever both in Law and Equity which the said Philip Gadsden testator had and which he the said Charles John Freedman Sheriff as aforesaid can and legally may grant convey and assure unto the said James Fisher To have and to hold the said Lots of Land and all and singular other the premises hereinbefore mentioned and meant or intended to be hereby granted and conveyed with their rights members and appurtenances unto the said James Fisher to the only proper use and behoof of the said James Fisher his Heirs and Assigns for ever In testimony whereof the said Charles John Freedman Sheriff as aforesaid hath hereunto set his hand and affixed his Seal at Charleston on the day and in the year first above written Charles Jn. Freedman (L.S.)
Signed Sealed and delivered in the presence of John Jeannerett. Thos. Giles.
Received on the day of the date of the within written Indenture of said James Fisher the within named Three hundred and eighty pounds in full for the Consideration money within mentioned. Charles Jn. Freedman (L.S.)
Witness John Jeannerett. Thos. Giles. South Carolina. Charleston district.
Personally appeared John Jeannerett who being duly sworn made Oath that he was present and saw the within deed signed Sealed and delivered by Charles John Freedman and acknowledged as his act and deed as Sheriff of Charleston district for the purpose therein mentioned for the consideration money and that he the deponent with T. Giles subscribed their names as Witnesses to the due execution of the same Sworn to before me 1st April 1811. Wm. Logan J.P.
Recorded and Examined 4th April 1811. Wm. Logan Regr.

Lucretia C Radcliffe
to
Chas. Lining and Thomas Grimke.
Conveyance in trust for building a Church

The State of South Carolina.
Know all Men by these presents that Lucretia C Radcliffe of Charleston in the State aforesaid widow for the advancement of Religion and Public Worship and in consideration of one cent to me in hand paid by Charles Lining and Thomas Smith Grimke of Charleston in the State aforesaid Esquires have granted bargained and sold and by these presents do grant bargain and sell unto the said Charles Lining and Thomas Smith Grimke their Heirs and Assigns All those four pieces parcels or lots of land situate lying and being on Radcliffe Borough near the City of Charleston in the said District and known and distinguished on a Plat of the said

PLAINTIFF'S EXHIBIT SLP-5
PENGAD 800-631-6989

[illegible] fifty six (56) Fronting and Bounding to the East partly on Lot Number forty nine (49) and partly on Lot Number forty eight (48) to the West on Queen Street to the North on Lot Number fifty seven (57) and to the South on Wentworth Street the said four Lots containing from North to South Two hundred feet and from East to West One hundred and seventy nine feet be the same more or less Together with all and singular the Rights members 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 Charles Loring and Thomas Smith Grimke their Heirs and Assigns for ever In Trust nevertheless and for the following uses and purposes that is to say, In Trust that they will permit and suffer the members of that Religious Congregation now worshipping at present in the French Church on Church Street in Charleston aforesaid and styling themselves the Third Episcopal Church to erect and build a House on the said Lots of Land and from time to time to worship therein and also to inclose the said Lots of Land with a Brick Wall so soon as they have it in their power. Provided however moreover that the said four Lots or any one or more of them the given as above for the building of a Church shall never be used in any manner whatever for a burying ground unless it shall hereafter seem right to release this reservation and grant such permission. And also In Trust that as soon as the said Congregation or its Officers as they may prefer shall have been incorporated by an Act of the State aforesaid then their Legislature then that the said Charles Loring and Thomas Smith Grimke and the survivor of them his Heirs and Assigns shall and will well and sufficiently convey the said Lots of Land with the rights members and appurtenances thereof unto such Corporate Body by whatever name the same shall be called in their successors for ever In Trust only for the uses and purposes aforesaid and not for any other uses or purposes whatever Provided always however that in such deed there be expressed a Clause that if the said Corporate Body should ever become extinct then and in such case that such deed shall be wholly void and that it shall be lawful for my self my Heirs and Assigns to enter upon hold and enjoy the said Lots of Land with their rights members and appurtenances in the same estate as in which I held them before the sealing of these presents. In Witness whereof I have hereunto set my Hand and Seal the fifteenth day of February in the year of our Lord One Thousand eight hundred and eleven and in the thirty fifth year of the Independence of the United States of America. Ratified (D) Signed Sealed and Delivered in the presence of John Parker Junr. Frederick Grimke. South Carolina. Personally appeared before me Frederick Grimke one of the Witnesses to the within deed who being duly sworn made Oath that he was present and saw Theophilus Ellsworth the within named Grantor sign seal and deliver the within instrument as his act and deed unto the within Grantees Thomas Smith Grimke and Charles Loring and that he and John Parker Junr. the other witness thereto subscribed their names as witnesses thereto. Sworn to before me the 15th April 1811. Thomas Ravenel and Examined April 2nd 1811 Wm Logan Register Kennedy M.

Theophilus Ellsworth
to
Henry O'Hara
Conveyance

The State of South Carolina. Know all Men by these presents That I Theophilus Ellsworth of Charleston in the State aforesaid for and in Consideration of the Sum of One Thousand Dollars to me paid by Henry O'Hara Merchant of Charleston in the State aforesaid have granted bargained sold and released and by these presents do grant bargain sell and release unto the said Henry O'Hara All that Lot piece or parcel of land situate in front on Union Street in the City of Charleston State aforesaid

Union

Ba

Floyd Bryant his mark (x) State of South 1843
Carolina Charleston District } Be it known I the Subscriber one of the Magistrates
of the said District do hereby certify unto all whom it may
concern that Edaline Ballentine the Wife of George Ballentine and
Ann and Caroline Bradham the Wife of the within named
George Ballentine James Bradham did this day appear
before me and upon being privately and separately examined
did declare that they do freely voluntarily and without any
compulsion dread or fear of any person or persons whomsoever
renounce release and forever relinquish unto the within named
Benjamin Godfrey his heirs and assigns all their right
and claim of dower of in or to all and singular the premises
in the within mentioned and released Given under my hand and
seal this Twelfth day of Feb.y 1843. Edaline Ballentine
Rd Eagleson Magistrate Ann (her mark) Bradham
State of South Carolina } Personally appeared James Bradham
Charleston District } and Jacob Chubb who being duly sworn
maketh oath and saith that they saw present and did see the
within named Jacob Chubb George Ballentine and Floyd (his mark) Willis
Floyd Mary Bradham Caleb Floyd James Bradham Junr
Henry Bradham John Bradham Eleazer Bradham Charles
Backelon Jacob Boyle Henry Bibb and James Bradham Junr Dorcas
Chubb and R.d Bradham sign seal and as their act and deed
deliver the within written Deed of Conveyance for the uses
Therein mentioned and that they this deponent saw the said
Twelfth day of Feb.y 1843 James Bradham Junr
Rd Eagleson Ma Jacob Chubb Jr
State of South Carolina } I Richard Eagleson one of the Justices
Charleston District } of the said State do hereby certify
unto all whom it may concern that Dorcas Chubb the wife
of the said Jacob Chubb did this day appear before me and upon being privately and
separately examined by me did declare that she did freely voluntarily and
without any compulsion dread or fear of any person or persons
whomsoever renounce release and forever relinquish unto
the said Benjamin Godfrey his heirs and assigns all her interest
in and claim and also all her right and claim of Dower
of in to all and singular the premises within mentioned and
released given under my hand and seal the 12th Feb.y 1843
Rd Eagleson Magistrate Dorcas (her mark) Chubb

Executors of Estate
Wm Nightingale dec.d
To
The Protestant Episcopal
Church of Saint Paul
in Radcliffe Borough
Conveyance

The State of South Carolina This Indenture made the seventh day of June in the year of our Lord One thousand eight hundred and thirty six and in the sixtieth year of the Sovereignty and Independence of the United States of America Between Edward Rootes and Edward Rootes Physicians and

J. Fraser Brokie Executors of the last Will and Testament of

PLAINTIFF'S EXHIBIT SLP-6
PENGAD 800-631-6989
SLP Stipulation Exhibit B
7362

Lib 7

Wightman deceased of the City of Charleston in the State aforesaid of the one part and the Protestant Episcopal Church of Saint Paul in Radcliffe Borough in the District of Charleston and State aforesaid of the other part Whereas the aforesaid William Wightman departed this life having first duly made and executed his last Will and Testament bearing date the fourth day of June in the year One thousand eight hundred and thirty five and thereby appointed the aforesaid Edward P. North Edward North and Thomas F. Pearse Executors who have duly proved the said Will and qualified thereon and Whereas for the purpose of paying his debts and discharging the legacies bequeathed in his aforesaid last Will and Testament the said William Wightman did in and by his said last Will and Testament direct that all moneys owing to him should be collected in and all his Estate real and personal in this State and in Georgia or elsewhere should be sold by his executors or by such one or more of them as should prove his Will which will more fully appear by reference to the said Will recorded in the Ordinary's Office for Charleston District in Book A page 132 &c the tenth day of July in the year One thousand eight hundred and thirty five Now this Indenture Witnesseth that the said Edward P. North, Edward North and Thomas F. Pearse Executors as aforesaid for and in consideration of the sum of Four thousand Dollars to them in hand paid by the said The Protestant Episcopal Church of Saint Paul in Radcliffe Borough at and before the sealing and Delivery of these presents the Receipt whereof is hereby acknowledged Have granted bargained Sold and released and by these presents Do grant bargain sell and release unto the said The Protestant Episcopal Church of Saint Paul in Radcliffe Borough all that Lot piece or parcel of Land divided into two Lots (with the two Two Story Wooden Houses thereon) situate lying and being on the South side of Warren Street in Radcliffe Borough in the District of Charleston and State aforesaid measuring and containing in front from West to East on Warren Street aforesaid Fifty Feet (50 feet) and on the back line from West to East Forty eight feet seven inches (48 feet 7 inches) and in depth from North to South on the West side one hundred and fifty feet (150 feet) and from North to South on the East side One hundred and forty seven feet four inches (147 feet 4 inches) be the same more or less Butting and Bounding to the North on Warren Street aforesaid to the South on Land belonging to the Estate of Timothy Ford deceased to the East on Land belonging to Mr Tee & Stones and to the West on Land belonging to the said the Protestant Episcopal Church of Saint Paul in Radcliffe Borough which will more fully appear by reference to a plan of the aforesaid two lots surveyed by Edwin R. Sarrill at the request of the said Executors of the Estate of William Wightman deceased in May in the year One thousand eight hundred and thirty five and hereto annexed To have and to hold 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 the said Lot piece or parcel of Land

James W Gray
Master in Equity
To
Joseph McInger
Conveyance.

State of South Carolina To all to whom
these presents shall come or be made Known
or whom the same may in anywise Concern
I James W Gray Master of the Honorable
Court of Equity for the District aforesaid
in the United State send Greeting. Whereas
Peter W Perry and Arabella Perry an infant by her next
friend & father Peter W Perry on or about the twenty sixth day
of July in the year One thousand eight hundred and forty one
did exhibit their Bill in the Court of Equity at Charleston
in the District of Charleston and State aforesaid against
Joseph McInger and Elizabeth his wife James De Bow and
Francis De Bow in which it was stated that Mrs Mary B
Debow lately died seized and possessed of a considerable
Estate Real and personal leaving surviving her four Children
viz the said Elizabeth Inger the wife of the said Joseph M
Inger Arabella Amanda Jane James and Francis Debow the
only persons entitled to have distribution of her Estate and
Bill prayed a partition and Sale of the said Estate and
cause being at issue before the Honorable Court aforesaid and
ordered to be heard at January sitting one thousand eight hundred
and forty two when the said Court after full hearing thereof and
deliberation on the premises did order adjudge and decree that the
Lot of land herein after mentioned and described should be sold
at Public Auction by the Master of the said Court in the Room and
for the purpose in the Report in these proceedings mentioned
that is to say the Lot of land situate lying and being in the County of Berkeley

PLAINTIFF'S EXHIBIT SLP-7
PENGAD 800-631-6989
ROA_7365

Recorded this 5th day of April 1951
In Book A7 Page 108 Fee $2.00
Auditor Charleston County

Apr. 5, 1951 at 5:35 and 2.00

STATE OF SOUTH CAROLINA.

THE PROTESTANT EPISCOPAL CHURCH OF ST. PAUL IN RADCLIFFEBORO, AN UNINCORPORATED RELIGIOUS ASSOCIATION,

-to-

THE PROTESTANT EPISCOPAL CHURCH OF ST. PAUL IN RADCLIFFEBORO, A CORPORATION.

DEED OF CONVEYANCE.

Charleston, S. C., Office of Register
Mesne Conveyance
Filed, Indexed and Recorded this
April 5 A.D. 1951
at 5:35 P.M.
Book R-53 page 595
S. C. Doc. Stamps none affixed.
U. S. Doc. Stamps none affixed.
Fee 2.00 Pd. J. E. Eggerall R. M. C.

Register Mesne Conveyance

STATE OF SOUTH CAROLINA.

WHEREAS, at a duly called meeting of the congregation of The Protestant Episcopal Church of St. Paul in Radcliffeboro, an unincorporated religious association, held at Charleston, S. C. on the 1st day of April, 1951, the following resolution was unanimously adopted:

"WHEREAS, title to the real property hereinafter described has for many years been vested in the members of the congregation worshipping at The Protestant Episcopal Church of St. Paul in Radcliffeboro, as an unincorporated religious association; and

WHEREAS, the Supreme Court of South Carolina, in the case of Jeffery vs. Ehrhardt, 43 S. E. (2nd) 483, has recognized the power of an unincorporated religious association to transfer title to its property in the manner hereinafter provided; and

WHEREAS, upon application of officers of the said association, a charter was issued to a Church Corporation known as 'The Protestant Episcopal Church of St. Paul in Radcliffeboro' by the Secretary of State of South Carolina under date of February 20, 1948, but through oversight no steps have heretofore been taken to transfer title to the real property hereinafter described, and to other assets of the said congregation as an unincorporated religious association, to the new corporation chartered as aforesaid; and

8/24 x 111

WHEREAS, the members of the congregation now desire to transfer title not only to the real property hereinafter described, but to all property, real and personal, held by the said congregation as an unincorporated religious association;

NOW, THEREFORE, BE IT RESOLVED: That The Protestant Episcopal Church of St. Paul in Radcliffeboro, an unincorporated religious association, by John Q. Beckwith, its Rector, and John Q. Beckwith, as Rector of The Protestant Episcopal Church of St. Paul in Radcliffeboro, an unincorporated religious association, do convey unto The Protestant Episcopal Church of St. Paul in Radcliffeboro, a corporation, the real property hereinafter described, to-wit:

ALL that lot, piece or parcel of land, with the Church edifice and other improvements thereon, in the City of Charleston, State of South Carolina, consisting of Lots 46, 48, 53, 54, 55, 56, 57, and 58 on the plan of Radcliffeboro, and BUTTING AND BOUNDING to the North on Warren Street two hundred thirty (230') feet; to the East on property of

sundry owners three hundred (300') feet; to the South on Vanderhorst Street two hundred thirty (230') feet; and to the West on Coming Street three hundred (300') feet, be all of said dimensions a little more or less, the said property being bordered by a masonry wall wholly within the property lines on all boundary lines, subject, however, to such rights in certain portions thereof used for burial purposes as have been acquired from time to time by third parties.

ALSO, all other assets, real and personal, of The Protestant Episcopal Church of St. Paul in Radcliffeboro, an unincorporated religious association, upon the payment by the said corporation of the sum of ONE ($1.00) DOLLAR."

NOW, KNOW ALL MEN BY THESE PRESENTS, THAT The Protestant Episcopal Church of St. Paul in Radcliffeboro, an unincorporated religious association, by John Q. Beckwith, its Rector, and John Q. Beckwith, as Rector of The Protestant Episcopal Church of St. Paul in Radcliffeboro, an unincorporated religious association, in consideration of the sum of ONE ($1.00) DOLLAR to The Protestant Episcopal Church of St. Paul in Radcliffeboro, an unincorporated religious association, in hand paid at and before the sealing of these presents by The Protestant Episcopal Church of St. Paul in Radcliffeboro, a corporation, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said The Protestant Episcopal Church of St. Paul in Radcliffeboro, a corporation:

ALL that lot, piece or parcel of land, with the Church edifice and other improvements thereon, in the City of Charleston, State of South Carolina, consisting of Lots 46, 48, 53, 54, 55, 56, 57, and 58 on the plan of Radcliffeboro, and BUTTING AND BOUNDING to the North on Warren Street two hundred thirty (230') feet; to the East on property of sundry owners three hundred (300') feet; to the South on Vanderhorst Street two hundred thirty (230') feet; and to the West on Coming Street three hundred (300') feet, be all of said dimensions a little more or less, the said property being bordered by a masonry wall wholly within the property lines on all

ROA_ 7367

boundary lines, subject, however, to such rights in certain portions thereof used for burial purposes as have been acquired from time to time by third parties.

ALSO, all other assets, real and personal, of The Protestant Episcopal Church of St. Paul in Radcliffeboro, an unincorporated religious association.

TOGETHER, with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said The Protestant Episcopal Church of St. Paul in Radcliffeboro, a corporation, its successors and assigns forever.

IN WITNESS WHEREOF, The Protestant Episcopal Church of St. Paul in Radcliffeboro, an unincorporated religious association, by John Q. Beckwith, its Rector, and John Q. Beckwith, as Rector of The Protestant Episcopal Church of St. Paul in an unincorporated religious association, Radcliffeboro, have hereunto set their hands and seals this 5th day of April, in the year of our Lord one thousand nine hundred and fifty-one, and in the one hundred and seventy-fifth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Floy L. Bruist

Josie Stewart

The Protestant Episcopal Church of St. Paul in Radcliffeboro, an unincorporated religious association,

by John Q. Beckwith
its Rector.

John Q. Beckwith

as Rector of The Protestant Episcopal Church of St. Paul in Radcliffeboro, an unincorporated religious association.

BOOK R 53 PAGE 598

-4-

STATE OF SOUTH CAROLINA,)
)
COUNTY OF CHARLESTON.)

PERSONALLY appeared before me Josie Stewart and made oath that She saw the within named The Protestant Episcopal Church of St. Paul in Radcliffeboro, an unincorporated religious association, by John Q. Beckwith, its Rector, and John Q. Beckwith, as Rector of The Protestant Episcopal Church of St. Paul in Radcliffeboro, an unincorporated religious association, sign, seal, and as their act and deed, deliver the within written Deed, and that She with George C. Bunt witnessed the execution thereof.

Josie Stewart

SWORN to before me, this 5th day of April, A. D. 1951.

Pauline I. Steinmeyer (SEAL)
Notary Public for South Carolina.

PAULINE I. STEINMEYER NOTARY PUBLIC SOUTH CAROLINA

ROA_ 7369

1.10
45.00
24.75
71.50

State of South Carolina,

J. C. LONG

TO
THE CHURCH OF ST. LUKE AND
ST. PAUL, RADCLIFFEBORO

TITLE TO REAL ESTATE

Filed ..... day

of ..... A. D. 19 .....

at ..... o'clock ..... M.

and recorded in Book .....

Page ....., Fee, $.....

R. M. C. or Clerk Court C. P. & G. S.

..... County, S. C.

Recorded this 14 day

of August, 1972

in Book Y 29 Page 316

Fee, $ 3

Pauline S. Fogarty

Auditor Charleston County, S. C.

Filed, Indexed and Recorded
Aug 14 1972 1:50
DATE TIME
Book W99 Page 429
Register Mesne Conveyance
Charleston County, S. C.

BOOK W 99 PAGE 429

SOUTH CAROLINA DOCUMENTARY TAX

PLAINTIFF'S EXHIBIT SLP-8
PENGAD 800-631-6989

ROA_ 7370

Burnt, moore, Sinkville & McMillan

Form 14—Title to Real Estate Revised 1925

Walker, Evans & Cogswell Co., Chas., S. C.

STATE OF SOUTH CAROLINA,

Address of Grantee
126 Coming St
Charleston S.C.

BOOK W 99 PAGE 429

KNOW ALL MEN BY THESE PRESENTS, THAT

I, J. C. LONG,

in the State aforesaid in consideration of the sum of TWENTY TWO THOUSAND FIVE HUNDRED AND NO/100 ($22,500.00)---------DOLLARS, to me in hand paid at and before the sealing of these presents by The Church of St. Luke and St. Paul, Radcliffeboro

in the State aforesaid _____ the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said The Church of St. Luke and St. Paul, Radcliffeboro:

PARCEL NO. ONE

ALL that lot of land, situate, lying and being on the west side of Coming Street, in the block between Vanderhorst and Warren Streets, in the City of Charleston, County of Charleston, State aforesaid, opposite The Church of St. Luke and St. Paul, Radcliffeboro and known by the street number 131. Measuring in front on Coming Street fifty-eight (58') feet; and in depth from east to west one hundred sixty eight (168') feet; be the said dimensions more or less. BUTTING AND BOUNDING to the north on Parcel No. Two hereinafter described; to the east on Coming Street; to the south on lands late of Anna R. Simonton; and to the west on lands of _____.

The above described property being the same property conveyed to J. C. Long by Maxine T. Zucker, individually and as executrix of the estate of Max S. Zucker and Julius M. Zucker, said deed dated the 14th. day of April, 1970, and recorded in Book H94, page 171, in the R. M. C. Office for Charleston County.

PARCEL NO. TWO

ALL that lot, piece or parcel of land, situate, lying and being on the west side of Coming Street, in the block between Vanderhorst and Warren Streets, in the City of Charleston, County of Charleston, State aforesaid, opposite the Church of St. Luke and St. Paul, Radcliffeboro and known by the street number 133, and shown on a plat thereof by Joseph Needle, C. E., dated August 30, 1965, and recorded in Plat Book T, page 141, in the R. M. C. Office for Charleston County, South Carolina.

The above described property, according to the said plat, butts and bounds to the north on property of Ruth C. Peeples, et al, Gertrude Smalls and Charles Lucas, one hundred sixty nine and eight-tenths (169.8') feet, to the east on Coming Street forty four (44') feet, to the south on property of Lillie Mae Mitchell (Parcel No. 1 hereby conveyed), one hundred sixty nine and eight tenths (169.8') feet and to the west on property of Ruth C. Peeples, et al, forty two and three-tenths (42.3') feet.

The above described property is the property conveyed to J. C. Long by Morton Needle and Sam Appel by deed dated November 8, 1965 and recorded in Book G84, page 321, in the R.M.C. Office for Charleston County, S. C.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said The Church

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said The Church of St. Luke and St. Paul, Radcliffeboro, its successors ~~Heirs~~ and Assigns forever.

AND I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend. all and singular, the said Premises unto the said The Church of St. Luke and St. Paul, Radcliffeboro, its successors ~~Heirs~~ and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS My Hand and Seal, this 10th day of August in the year of our Lord one thousand nine hundred and seventy two and in the one hundred and ninety seventh year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Ruth B. Grubb

Charlotte L. Richardson

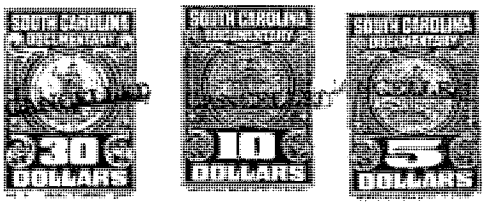
J. C. LONG

By Eunice S. Kearney (L. S.)

J. C. Long by Eunice S. Kearney, Atton in fact under Power of Attorney Book L-3 May 5 1965 and recorded May 12 1965

Charlotte S. Richardson

J. C. Long by Eunice S. Kearney, Attorney in fact under Power of Attorney dated May 5, 1965 and recorded May 12, 1965 in Book W-82, Page 108 in the R. M. C. Office for Charleston County, South Carolina (L. S.)



THE STATE OF SOUTH CAROLINA,
Charleston County.

PERSONALLY appeared before me Ruth B. Grubb

and made oath that she saw the within named J. C. Long by Eunice S. Kearney, Attorney in fact.

sign, seal, and as his act and deed, deliver the within written Deed,

and that she with Charlotte S. Richardson

witnessed the execution thereof.

SWORN to before me, this 10th day of August A. D. 1972

Notary Public of South Carolina (SEAL)
My Commission Expires: Oct. 20, 1979

Ruth B. Grubb

RENUNCIATION OF DOWER

THE STATE OF SOUTH CAROLINA,
Charleston County.

I, Ruth B. Grubb, a Notary Public for South Carolina

do hereby certify unto all whom it may concern, that Mrs. Alberta S. Long

the wife of the within named J. C. Long

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named The Church of St. Luke and St. Paul, Radcliffeboro, its successors

~~Heirs~~ and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 10th day of August Anno Domini 1972

Ruth B. Grubb (SEAL)
Notary Public of South Carolina
My Commission Expires: Oct. 20, 1979

Alberta S. Long
Mrs. Alberta S. Long

ROA_ 7375

BP0218037

RMC Bk 0218 Pg 037 : pg 1 *

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

QUIT CLAIM DEED

WHEREAS, the Grantor herein, The Protestant Episcopal Church in the Diocese of South Carolina, a South Carolina nonprofit religious corporation, by and through its President, Paul C. Fuener, is desirous of executing the within Quitclaim Deed to provide record notice that the Grantor claims no ownership interest in the real property hereinafter described and to further provide record notice that the Grantee herein, The Cathedral Church of St. Luke and St. Paul, is the fee simple owner of said real property;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT

The Protestant Episcopal Church in the Diocese of South Carolina

hereinafter referred to as the "Grantor," for good and valuable consideration, paid to it on this date by

The Cathedral Church of St. Luke and St. Paul

hereinafter referred to as the "Grantee," has granted, quitclaimed, bargained, and conveyed, and does hereby grant, quitclaim, bargain, and convey unto the Grantee, their heirs, successors and assigns, all of the Grantor's interests, if any, in and to the following real property:

ALL that lot, piece or parcel of land, with the Church edifice and other improvements thereon, in the City of Charleston, State of South Carolina, consisting of Lots 46, 48, 53, 54, 55, 56, 57, and 58 on the plan of Radcliffeboro, and butting and bounding to the North on Warren Street two hundred thirty (230') feet; to the East on property of sundry owners three hundred (300') feet; to the South on Vanderhorst Street two hundred thirty (230') feet; and to the West on Coming Street three hundred (300') feet, be all of said dimensions a little more or less. Said lots are located on the Eastern side of Coming Street, between Warren Street and Vanderhort Street, and are more fully shown on a plat of certain lots in Radcliffeboro, which plat is recorded in the RMC Office for Charleston County in Plat Book B at Page 121.

TMS# 460-16-01-078

TOGETHER with the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the Grantee, their heirs, successors and assigns, forever, so that neither the Grantor nor any other person or persons claiming under the Grantor, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT SLP 9
ROA_7376

RMC Bk 0218 Pg 037 : pg 2 *

WITNESS THE Grantor's Hand and Seal this 11TH day of July, 2011.

IN THE PRESENCE OF:

THE PROTESTANT EPSICOPAL CHURCH IN THE DIOCESE OF SOUTH CAROLINA

BY: Paul C. Fuener
Paul C. Fuener
Its President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me first (undersigned) witness and made oath that s/he saw the Grantor herein, ***THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF SOUTH CAROLINA***, by its President, Paul C. Fuener, sign, seal, and as its act and deed, deliver the within-written Quitclaim Deed, and that s/he with the second witness witnessed the execution thereof.

SWORN to before me as of the
11 day of July, 2011

Notary Public for South Carolina
My commission expires: 3-10-2013

RMC Bk 0218 Pg 037 : pg 3 *

STATE OF SOUTH CAROLINA }
COUNTY OF CHARLESTON } AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property was transferred by The Protestant Episcopal Church in the Diocese of South Carolina to The Cathedral Church of St. Luke and St. Paul on July 11, 2011.

3. Check one of the following: The deed is
   (A) [ ] subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (B) [ ] subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity , or is a transfer to a trust or as distribution to a trust beneficiary.
   (C) [X] exempt from the deed recording fee because (See Information section of affidavit): 12 Quit Claim (Explanation required)
   (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)
   If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes [ ] or No [ ]

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
   (A) [ ] The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
   (B) [ ] The fee is computed on the fair market value of the realty which is _____.
   (C) [ ] The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check YES [ ] or NO [X] to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.

6. The deed recording fee is computed as follows:
   (A) Place the amount listed in item 4 above here: _____
   (B) Place the amount listed in item 5 above here: _____
   (If no amount is listed, place zero here.)
   (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____.

8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney.

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

_____
Responsible Person Connected with the Transaction

Print or Type Name: DAVID L. DeVANE
ATTORNEY AT LAW
110 N. MAIN STREET
SUMMERVILLE SC 29483

Sworn this 16th day of Nov 2011
_____
Notary Public for SC
My Commission Expires: 5-23, 2016

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
DAVID L DEVANE

110 N MAIN STREET
SUMMERVILLESC 29483

RECORDED

Date:	November 16, 2011
Time:	2:06:39 PM

Book	Page	DocType
0218	037	Q/Claim

Charlie Lybrand, Register
Charleston County, SC

MAKER:
PROTESTANT EPISCOPAL ETC

RECIPIENT:
CATHEDRAL CHURCH ST ETC

Original Book:

Original Page:

Note:

# of Pages: 4

Recording Fee	$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	$ -
Postage	$ 0.50
Chattel	$ -
TOTAL	$ 10.50

DRAWER	Drawer 2
CLERK	SLW

AUDITOR STAMP HERE
RECEIVED FROM RMC
NOV 18 2011
PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

UPDATED
PID VERIFIED BY ASSESSOR
REP NOV 17 2011
DATE ASTRJB
31

0218	037	11/16/2011	4
Book	Page	Recorded Date	# Pgs

		D	14:06:39
Original Book	Original Page	Doc Type	Recorded Time

RMC Bk 0218 Pg 037 : pg 4 *

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

QUITCLAIM DEED

WHEREAS, the Grantors herein, namely, The Right Reverend Mark J. Lawrence, Bishop of the Episcopal Diocese of South Carolina and The Standing Committee of the Episcopal Diocese of South Carolina are desirous of executing the within Quitclaim Deed to provide record notice that they claim no ownership interest in the real property hereinafter described and to further provide record notice that the Grantee herein, The Cathedral Church of St. Luke and St. Paul, is the fee simple owner of said real property;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT

The Right Reverend Mark J. Lawrence, Bishop of the Episcopal Diocese of South Carolina and The Standing Committee of the Episcopal Diocese of South Carolina,

hereinafter referred to collectively as the "Grantors," for good and valuable consideration, paid to them on this date by

The Cathedral Church of St. Luke and St. Paul

hereinafter referred to as the "Grantee," have granted, quitclaimed, bargained and conveyed, and do hereby grant, quitclaim, bargain and convey, unto the Grantee, their heirs, successors and assigns, all of the Grantors' interests, if any, in and to the following real property:

ALL that lot, piece or parcel of land, with the Church edifice and other improvements thereon, in the City of Charleston, State of South Carolina, consisting of Lots 46, 48, 53, 54, 55, 56, 57, and 58 on the plan of Radcliffeboro, and butting and bounding to the North on Warren Street two hundred thirty (230') feet; to the East on property of sundry owners three hundred (300') feet; to the South on Vanderhorst Street two hundred thirty (230') feet; and to the West on Coming Street three hundred (300') feet, be all of said dimensions a little more or less. Said lots are located on the Eastern side of Coming Street, between Warren Street and Vanderhorst Street, and are more fully shown on a plat of certain lots in Radcliffeboro, which plat is recorded in the RMC Office for Charleston County in Plat Book B at Page 121.

TMS # 460-16-01-078

TOGETHER with the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the Grantee, their heirs, successors and assigns, forever, so that neither the Grantors nor any other person or persons, claiming under the Grantors, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

PLAINTIFF'S EXHIBIT
PENGAD 800-631-6989
ROA 7380

WITNESS the Grantors' Hands and Seals on the dates stated below.

IN THE PRESENCE OF:

+ Mark J. Lawrence

The Right Reverend Mark J. Lawrence, Bishop of the Episcopal Diocese of South Carolina

The Standing Committee of the Episcopal Diocese of South Carolina

By: Jeffrey A. Miller +, President
Its Authorized Committee Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me first (undersigned) witness and made oath that s/he saw ***The Right Reverend Mark J. Lawrence, Bishop of the Episcopal Diocese of South Carolina***, sign, seal, and as his act and deed, deliver the within-written Quitclaim Deed, and that s/he with the second witness witnessed the execution thereof.

SWORN to before me as of the
10 day of February, 2010.

Notary Public of South Carolina
My Commission Expires: Feb 25 2013

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me first (undersigned) witness and made oath that s/he saw Jeffrey D. Miller, the authorized committee member of ***The Standing Committee of the Episcopal Diocese of South Carolina***, sign, seal, and as his act and deed, deliver the within-written Quitclaim Deed, and that s/he with the second witness witnessed the execution thereof.

SWORN to before me as of the
11th day of February, 2010.

Notary Public of South Carolina
My Commission Expires: 5-30-2010

BY-LAWS OF THE CATHEDRAL CHURCH OF ST. LUKE AND ST. PAUL
as amended March 6, 2011

ARTICLE I

SECTION 1. This Parish is organized for the purpose of operating an Episcopal Church pursuant to the Constitution and Canons of the Protestant Episcopal Church in the United States now in force or as hereafter may be adopted.

ARTICLE II

SECTION 1. Every person who has been a communicant of this Church, and who has regularly contributed to the support of the Parish for the previous three months and has reached the age of 18 years shall be entitled to a seat and vote in every business meeting of this congregation.

ARTICLE III

MEETING OF THE CONGREGATION

SECTION 1. There shall be an Annual Meeting of the members of the congregation in the Church on the Sunday in January following the Feast of the Conversion of St. Paul in each year, or on some other day that may be appointed by the Vestry upon not less than one week's notice to the congregation.

SECTION 2. Notice must be given by the Dean, Priest-In-Charge or Vestry, if there be no clergy in charge, of all meetings of the congregation.

SECTION 3. At all meetings of the congregation the Dean shall preside; but if there be no Dean, or if he be absent, then a presiding officer shall be chosen. A secretary shall be appointed by the presiding officer.

SECTION 4. At all Annual Meetings of the congregation the following shall be the order of business:

1. Reading minutes of last meeting.
2. Election of Vestry and Wardens.
3. Election of deputies to the Annual Diocesan Convention.
4. Report of Vestry and Treasurer.

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
SCP-11
ROA_ 7383

5. Reports of committees.

6. Old Business

7. New and unfinished business.

SECTION 5. At all meetings of the congregation those qualified members present shall constitute a quorum.

SECTION 6. For the purpose of these By-Laws all persons entitled to vote shall be communicants in good standing as defined by the Constitution and Canons of the Diocese of South Carolina and of the Protestant Episcopal Church in the United States of America.

ARTICLE IV

VESTRY

SECTION 1. The Vestry shall be composed of two (2) Wardens and twelve (12) vestrypersons and the Dean, if there be one. At the Annual Meeting of the congregation, four (4) vestrypersons shall be elected for a term of three (3) years.

The Wardens shall be elected for two (2) year terms, so arranged that both Wardens will not regularly retire in the same year. In case a vacancy occurs in the office of Warden, an election by the Vestry shall be held within ninety (90) days to fill the unexpired term.

SECTION 2. No Warden shall be eligible to succeed himself, or be eligible for election to the Vestry, until after the expiration of one (1) year from and after his previous term of service on the Vestry shall have expired; provided however, that wardens or vestrypersons elected for unexpired terms of office shall be eligible for re-election to succeed themselves in office and further provided, that a member of the Vestry may be elected a Warden.

SECTION 3. All communicants in good standing who have attained the age of 21 years shall be qualified to hold office as Wardens; and all communicants in good standing who have attained the age of 21 years shall be qualified to hold office as a Vestry member and no person shall be elected to any office who is not entitled to vote at congregational meetings as herein before defined.

SECTION 4. The Vestry is hereby empowered to fill all vacancies and its membership for an unexpired term.

SECTION 5. The Vestry shall annually, at their first meeting after the Annual Congregational Meeting, elect a treasurer and a secretary. They may also elect such other officers and employees as they see fit, and prescribe their duties and compensation.

SECTION 6. The duties of Wardens and Vestrypersons shall be prescribed and directed

by these By-Laws and the Constitution and Canons of the Protestant Episcopal Church in South Carolina and of the Protestant Episcopal Church in the United Sates of America as they now exist and may hereafter be altered or amended.

SECTION 7. The Vestry shall be authorized and empowered to acquire and purchase such real and personal property as they may deem necessary, and to sell the same, mortgage, or otherwise dispose of it as they may deem expedient, so long as the same is done in accordance with the requirements of Canon XXVI of the Canons of the Diocese of South Carolina or any other requirement affecting said rights as may be hereinafter enacted by the Convention of the Diocese of South Carolina. All deeds, mortgages, notes and other instruments authorized to be executed by the Vestry shall be made in the name of the Cathedral Church of St. Luke and St. Paul by the Senior Warden or the Chancellor, provided, nevertheless, that the personal property of the parish without the same having been first submitted to the Vestry at a meeting thereof and having received the affirmative note thereof for such alienation or encumbrance, and no alienation of property shall be made without compliance with the Canons of the Church as they now or hereafter provide.

SECTION 8. The Vestry shall hold monthly meetings. Special meetings may be called at any time by the Dean or Priest-In-Charge at the request of one or more of the Vestry.

SECTION 9. Four lay delegates shall represent the Cathedral at Diocesan Conventions for a period of one year. These delegates shall consist of the Senior Warden, Junior Warden, two elected delegates, and four elected alternate delegates. These delegates shall be elected at the annual Meeting of the Parish. In the event that the delegates and/or alternates are unable to fulfill this duty, the Rector may appoint a delegate to fill the deputation.

ARTICLE V

DUTIES OF THE SECRETARY

SECTION 1. It shall be the duty of the secretary of the Vestry to keep a record of proceedings of the Vestry and also to keep a record of the proceedings of the meetings of the congregation, and generally to perform such other duties as may be established by the Vestry.

ARTICLE VI

DUTIES OF THE TREASURER

SECTION 1. It shall be the duty of the treasurer to provide for the reception of all contributions for the support of the parish, and all assessments, etc., and for the disbursement of the same upon the order of the Vestry.

It shall be his or her duty to make a report to each meeting of the Vestry and an annual report of all receipts and disbursements to the Vestry at their last meeting prior to

January 1st each year, which report shall be examined by the Vestry and presented by them to the congregation as a part of their annual report.

ARTICLE VII

COLLECTIONS

SECTION 1. All money collected by the parish shall be used as the Vestry directs for the operation of said parish, and in addition thereto, The Dean, if there be one, (or Priest-In-Charge) may maintain a Discretionary Fund into which he shall receive all funds designated by the Vestry of other persons for such purpose or from individuals or organizations contributing to the fund to be use din his discretion in the furtherance of his work.

ARTICLE VIII

TRUST FUNDS/TRUSTEES

SECTION I

FORMATION OF TRUSTEES OF THE Y. W. SCARBOROUGH CONSOLIDATED ENDOWMENT

a) Five (5) Trustees shall be elected annually by the Vestry to serve for a period of one (1) year. The Senior Warden and the Financial Officer of the Vestry shall be appointed annually by the Vestry as *ex officio* members of the Trustees. Trustees may be re-elected for additional terms at the discretion of the Vestry. If during any year a vacancy occurs, the Dean shall nominate a replacement subject to confirmation by the Vestry at their next regular meeting.

SECTION II

DUTIES OF THE TRUSTEES

a) To meet after the end of each calendar year as soon as convenient.

b) To meet at other times of the year or at the call of the Chairman, the Dean, or the Vestry.

c) The Trustees shall manage all existing trust funds, whether they be designated or undesignated, restricted or unrestricted, and in the administration of their powers to do so, shall exercise ordinary business care and prudence under the facts and circumstances prevailing at the time of the action or decision. In so doing, they shall consider long and short-term needs of the Cathedral in carrying out its religious, charitable or other eleemosynary purposes, its present and anticipated financial requirements, expected total return on its investments, price level trends, and general economic conditions.

d) The Trustees may hire, subject to Vestry approval, a qualified professional Broker and/or Money Manager to manage the funds under the supervision of the Trustees. The Chairman of the Trustees shall be the liaison and/or intermediary between the Money Manager and the Trustees. The Money Manager shall have the authority to make changes in the investment portfolio of the Trustees. At any time the Trustees have the right to terminate the Broker/Money Manager.

e) The Chairman of the Trustees is authorized to vote proxies of various investments owned by the Trustees.

f) The Chairman of the Trustees shall see that monthly reports are made to the Trustees and the Vestry, and that an Annual Report is made to the congregation at the Annual Meeting in January each year.

g) The Chairman of the Trustees shall appoint a nominating committee consisting of two (2) Trustees to nominate a chairman, a vice chairman, and a secretary of the Trustees.

SECTION III

MAINTENANCE AND/OR DISPOSITION OF TRUST FUNDS

a) Any existing or future trust fund which shall have a restricted and/or designated purpose shall be managed and/or disbursed solely for the purpose(s) as may be restricted by the donative instrument, be it the terms of a Will, need, trust or other instrument, such instrument conveying the fund.

All gifts to the Cathedral and/or the Trustees should be made to the Cathedral Treasurer who shall maintain records regarding from whom came the funds and for what purpose they were given. Income from the Trustees' investment accounts shall be deposited in the Cathedral Treasurer's Bank Account, thereby eliminating any reason for a Trustee Bank Account. All Trustee investments (certificates, etc.) shall be housed by Smith, Barney and by Raymond James, which firms, with Frank Lachicotte and with Christopher B. Staubes, Jr., Esq., handled the Bolger Charitable Remainder Trust. A copy of both statements are to be mailed to the Church Treasurer monthly and made available upon call to the Treasurer.

b) Any existing or future unrestricted/undesignated gifts or funds shall be invested at the discretion of the Trustees, along with the restricted/designated funds but may be expended in whole or in part as to principal, or income, or both, in the discretion of the Vestry, without restriction. The Vestry shall likewise have the authority to borrow from these undesignated/unrestricted trust funds. However, no such funds may be borrowed or otherwise expended without a 2/3 vote of the Vestry.

ARTICLE IX

SECTION 1. Upon any dissolution of this organization pursuant to the Canons of the

Protestant Episcopal Church in the Diocese of South Carolina, the officers of the Vestry and other offices of the corporation or association shall automatically become vacant, and the Standing Committee of the Protestant Episcopal Church in the Diocese of South Carolina shall become the managing body of the corporation or organization, with the authority to liquidate the property of the corporation or organization, to see or mortgage its property or any part thereof, to convey any or all of the corporation's or organization's property to the Trustees of the Protestant Episcopal Church in South Carolina, and upon complete liquidation of said corporation or organization to cancel the Charter of the Corporation, if said organization is a corporation.

ARTICLE X

SECTION 1. Any article or part of any article of these By-Laws which may be in conflict with the Constitution or Canons of the Diocese of South Carolina or the Protestant Episcopal Church in the United States are void.

SECTION 2. No amendment or repeal of these By-Laws shall be made, unless upon motion for that purpose made and passed by a two-thirds (2/3) majority at an annual meeting.

SECTION 3. All previous By-Laws and/or Constitutions of the Vestry and the Cathedral are hereby rescinded.

Adopted this 6th day of March.

A.D. 2011, at Charleston, South Carolina.

SENIOR WARDEN

CHANCELLOR

BY-LAWS OF THE CATHEDRAL CHURCH OF ST. LUKE AND ST. PAUL
as amended September 9, 2012

ARTICLE I

SECTION 1. This Parish is organized for the purpose of operating a Church pursuant to the Constitution and Canons of the Protestant Episcopal Church in the Diocese of South Carolina, now in force or as hereafter may be adopted.

ARTICLE II

SECTION 1. Every person who has been a communicant of this Church, and who has regularly contributed to the support of the Parish for the previous three months and has reached the age of 18 years shall be entitled to a seat and vote in every business meeting of this congregation.

ARTICLE III

MEETING OF THE CONGREGATION

SECTION 1. There shall be an Annual Meeting of the members of the congregation in the Church on the Sunday in January following the Feast of the Conversion of St. Paul in each year, or on some other day that may be appointed by the Vestry upon not less than one week=s notice to the congregation.

SECTION 2. Notice must be given by the Dean, Priest-In-Charge or Vestry, if there be no clergy in charge, of all meetings of the congregation.

SECTION 3. At all meetings of the congregation the Dean shall preside; but if there be no Dean, or if he be absent, then a presiding officer shall be chosen. A secretary shall be appointed by the presiding officer.

SECTION 4. At all Annual Meetings of the congregation the following shall be the order of business:

1. Reading minutes of last meeting.

2. Election of Vestry and Wardens.

3. Election of deputies to the Annual Diocesan Convention.

4. Report of Vestry and Treasurer.

5. Reports of committees.



6. Old Business

7. New and unfinished business.

SECTION 5. At all meetings of the congregation those qualified members present shall constitute a quorum.

SECTION 6. For the purpose of these By-Laws all persons entitled to vote shall be communicants in good standing as defined by the Constitution and Canons of the Protestant Episcopal Church in the Diocese of South Carolina.

ARTICLE IV

VESTRY

SECTION 1. The Vestry shall be composed of two (2) Wardens and twelve (12) vestrypersons and the Dean, if there be one. At the Annual Meeting of the congregation, four (4) vestrypersons shall be elected for a term of three (3) years.

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SECTION 2. No Warden shall be eligible to succeed himself, or be eligible for election to the Vestry, until after the expiration of one (1) year from and after his previous term of service on the Vestry shall have expired; provided however, that wardens or vestrypersons elected for unexpired terms of office shall be eligible for re-election to succeed themselves in office and further provided, that a member of the Vestry may be elected a Warden.

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SECTION 5. The Vestry shall annually, at their first meeting after the Annual Congregational Meeting, elect a treasurer and a secretary. They may also elect such other officers and employees as they see fit, and prescribe their duties and compensation.

SECTION 6. The duties of Wardens and Vestrypersons shall be prescribed and directed by these By-Laws and the Constitution and Canons of the Protestant Episcopal Church in the Diocese of South Carolina as they now exist and may hereafter be altered or amended.

SECTION 7. The Vestry shall be authorized and empowered to acquire and purchase

such real and personal property as they may deem necessary, and to sell the same, mortgage, or otherwise dispose of it as they may deem expedient, so long as the same is done in accordance with the requirements of Canon XXVI of the Canons of the Diocese of South Carolina or any other requirement affecting said rights as may be hereinafter enacted by the Convention of the Diocese of South Carolina. All deeds, mortgages, notes and other instruments authorized to be executed by the Vestry shall be made in the name of the Cathedral Church of St. Luke and St. Paul by the Senior Warden or the Chancellor, provided, nevertheless, that the personal property of the parish without the same having been first submitted to the Vestry at a meeting thereof and having received the affirmative note thereof for such alienation or encumbrance, and no alienation of property shall be made without compliance with the Canons of the Church as they now or hereafter provide.

SECTION 8. The Vestry shall hold monthly meetings. Special meetings may be called at any time by the Dean or Priest-In-Charge at the request of one or more of the Vestry.

SECTION 9. Four lay delegates shall represent the Cathedral at Diocesan Conventions for a period of one year. These delegates shall consist of the Senior Warden, Junior Warden, two elected delegates, and four elected alternate delegates. These delegates shall be elected at the annual Meeting of the Parish. In the event that the delegates and/or alternates are unable to fulfill this duty, the Rector may appoint a delegate to fill the deputation.

ARTICLE V

DUTIES OF THE SECRETARY

SECTION 1. It shall be the duty of the secretary of the Vestry to keep a record of proceedings of the Vestry and also to keep a record of the proceedings of the meetings of the congregation, and generally to perform such other duties as may be established by the Vestry.

ARTICLE VI

DUTIES OF THE TREASURER

SECTION 1. It shall be the duty of the treasurer to provide for the reception of all contributions for the support of the parish, and all assessments, etc., and for the disbursement of the same upon the order of the Vestry.

It shall be his or her duty to make a report to each meeting of the Vestry and an annual report of all receipts and disbursements to the Vestry at their last meeting prior to January 1st each year, which report shall be examined by the Vestry and presented by them to the congregation as a part of their annual report.

ARTICLE VII

COLLECTIONS

SECTION 1. All money collected by the parish shall be used as the Vestry directs for the operation of said parish, and in addition thereto, The Dean, if there be one, (or Priest-In-Charge) may maintain a Discretionary Fund into which he shall receive all funds designated by the Vestry of other persons for such purpose or from individuals or organizations contributing to the fund to be use din his discretion in the furtherance of his work.

ARTICLE VIII

TRUST FUNDS/TRUSTEES

SECTION I

FORMATION OF TRUSTEES OF THE
Y. W. SCARBOROUGH CONSOLIDATED ENDOWMENT

a) Five (5) Trustees shall be elected annually by the Vestry to serve for a period of one (1) year. The Senior Warden and the Financial Officer of the Vestry shall be appointed annually by the Vestry as *ex officio* members of the Trustees. Trustees may be re-elected for additional terms at the discretion of the Vestry. If during any year a vacancy occurs, the Dean shall nominate a replacement subject to confirmation by the Vestry at their next regular meeting.

SECTION II

DUTIES OF THE TRUSTEES

a) To meet after the end of each calendar year as soon as convenient.

b) To meet at other times of the year or at the call of the Chairman, the Dean, or the Vestry.

c) The Trustees shall manage all existing trust funds, whether they be designated or undesignated, restricted or unrestricted, and in the administration of their powers to do so, shall exercise ordinary business care and prudence under the facts and circumstances prevailing at the time of the action or decision. In so doing, they shall consider long and short-term needs of the Cathedral in carrying out its religious, charitable or other eleemosynary purposes, its present and anticipated financial requirements, expected total return on its investments, price level trends, and general economic conditions.

d) The Trustees may hire, subject to Vestry approval, a qualified professional Broker and/or Money Manager to manage the funds under the supervision of the Trustees. The Chairman of the Trustees shall be the liaison and/or intermediary between the Money Manager and the Trustees. The Money Manager shall have the authority to make changes in the investment portfolio of the Trustees. At any time the Trustees have the right to terminate the Broker/Money Manager.

e) The Chairman of the Trustees is authorized to vote proxies of various investments owned by the Trustees.

f) The Chairman of the Trustees shall see that monthly reports are made to the Trustees and the Vestry, and that an Annual Report is made to the congregation at the Annual Meeting in January each year.

g) The Chairman of the Trustees shall appoint a nominating committee consisting of two (2) Trustees to nominate a chairman, a vice chairman, and a secretary of the Trustees.

SECTION III

MAINTENANCE AND/OR DISPOSITION OF TRUST FUNDS

a) Any existing or future trust fund which shall have a restricted and/or designated purpose shall be managed and/or disbursed solely for the purpose(s) as may be restricted by the donative instrument, be it the terms of a Will, need, trust or other instrument, such instrument conveying the fund.

All gifts to the Cathedral and/or the Trustees should be made to the Cathedral Treasurer who shall maintain records regarding from whom came the funds and for what purpose they were given. Income from the Trustees' investment accounts shall be deposited in the Cathedral Treasurer's Bank Account, thereby eliminating any reason for a Trustee Bank Account. All Trustee investments (certificates, etc.) shall be housed by Smith, Barney and by Raymond James, which firms, with Frank Lachicotte and with Christopher B. Staubes, Jr., Esq., handled the Bolger Charitable Remainder Trust. A copy of both statements are to be mailed to the Church Treasurer monthly and made available upon call to the Treasurer.

b) Any existing or future unrestricted/undesignated gifts or funds shall be invested at the discretion of the Trustees, along with the restricted/designated funds but may be expended in whole or in part as to principal, or income, or both, in the discretion of the Vestry, without restriction. The Vestry shall likewise have the authority to borrow from these undesignated/unrestricted trust funds. However, no such funds may be borrowed or otherwise expended without a 2/3 vote of the Vestry.

ARTICLE IX

SECTION 1. Upon any dissolution of this organization pursuant to the Canons of the Protestant Episcopal Church in the Diocese of South Carolina, the officers of the Vestry and other offices of the corporation or association shall automatically become vacant, and the Standing Committee of the Protestant Episcopal Church in the Diocese of South Carolina shall become the managing body of the corporation or organization, with the authority to liquidate the property of the corporation or organization, to see or mortgage its property or any part thereof, to convey any or all of the corporation's or organization's property to the Trustees of the Protestant Episcopal Church in the Diocese South Carolina, and upon complete liquidation of said corporation or organization to cancel the Charter of the Corporation, if said organization is a corporation.

ARTICLE X

SECTION 1. Any article or part of any article of these By-Laws which may be in conflict with the Constitution or Canons of the Protestant Episcopal Church in the Diocese of South Carolina are void.

SECTION 2. No amendment or repeal of these By-Laws shall be made, unless upon motion for that purpose made and passed by a two-thirds (2/3) majority at an annual meeting.

SECTION 3. All previous By-Laws and/or Constitutions of the Vestry and the Cathedral are hereby rescinded.

Minutes for the Annual Meeting of the Cathedral of St. Luke and St. Paul.

January 29th, 2012

The Very Rev. R. Peet Dickinson, Dean and Rector, presiding

The Dean called the meeting to order, and read the minutes from the previous year. A motion was made by Phil Dixon to accept the minutes, with a second by Don Gerhardt. The motion passed unanimously.

The Dean called for the Junior Warden—Joe Mester—to offer his report. The Jr. Warden spoke of the building and grounds projects completed in 2011, and asked for an increased number of volunteers in 2012. He also discussed the Annual Convention to be held at the Cathedral on March 10, asking Parishioners to get involved in the scheduled workdays on February 12 and 26.

The Dean next called on the Senior Warden—Dr. Howard Holl—for his outgoing report. The Senior Warden encouraged parishioners to read his written report, and thanked a long list of many people who made his term a success. In addition, he sited the growth of the Cathedral over the past two years, especially in the area of young families. In closing he charged all Cathedralites to invite friends to church, and to formally pledge to the church, as pledges are greatly beneficial to accurate budgeting. The Senior Warden closed with a reading from Romans 12:4. Dr. Holl received a standing ovation.

Following the report, The Dean discussed the role of the Vestry, and encouraged the congregation to elect new Vestrypersons they felt could excel. He then thanked the outgoing Vestry: Stafford Stinson, Wray Lemke, Jeanne Gerhardt, and Ryn Henry.

The meeting then went on the elections, during which Alonso Galvan was elected Senior Warden by acclimation. The slate of Vestry nominees was presented, and the voting took place. Later in the meeting when the counting was completed, it was announced that the new Vestry members would be Charles Marshall, Kaye Wallace, Becky Johnston, and Adam Temple.

Following the Vestry ballots being collected, the Dean called the Treasurer—Alonso Galvan—to offer his report. The Treasurer expressed optimism about the Cathedral's overall financial trajectory, pointing out that the year began with an anticipated deficit of $180,000, yet ended with a deficit of only $76,000. (This included "making whole" a number of restricted accounts). The previous year the deficit was anticipated to be $100,000, and the year ended with no debt.

Regarding the coming year, Alonso commented on the following issues:

1) The Executive Finance Committee enthusiastically endorsed the 2012 budget.

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PLAINTIFF'S EXHIBIT
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2) The Cathedral may incur an increase in insurance coverage in 2012... possibly up to a 50% increase.
3) His research and analysis of the past years' budget numbers reveal a number of reasons to be optimistic about the future, with overall trends showing solid growth.
4) In 2008, The Cathedral had 6 families with children under 12. Today that number is 25 families.

In closing, The Treasurer referred to Vestryman Robert Russell's remark that, "We are still in a season of planting."

The Dean then discussed the amendments to the By-Laws, which would further emphasize the Bishop's stance that the "basic unit" of the church is the Diocese, and to that end we are a sovereign entity. Steven Jones offered a friendly amendment that the word "episcopal" remain as a descriptor, using a "lower case" letter "e." It was Mr. Jones contention that this word would simply indicate we are a church under the authority of a Bishop. The Dean accepted the friendly amendment.

During discussion about the proper procedure for voting, D. Bill Carter explained that the Annual Meeting would be considered "the first reading" of the proposed changes, and that subsequent readings would be required prior to voting.

Following the discussion regarding the By-Laws, the congregation voted on delegates for they convention. The delegates (in order) are: Senior Warden, Alonso Galvan, Junior Warden, Joe Mester, Wray Lemke, Kester Heaton, Henry Golabek, and Robert Russell.

The Dean the expressed gratitude for his Call to the Cathedral and his role as the congregation's shepherd... noting that we are all sheep of the Good Shepherd. He then concluded by recognizing the recently departed Colonel Harvey Dick, a long-time Cathedralite and a beloved friend.

The Dean then adjourned the meeting.

Respectfully submitted,

Prioleau Alexander
Secretary

Minutes for Special Annual Meeting of The Cathedral of St. Luke and St. Paul
September 9, 2012
The Dean Presiding
Per The Cathedral By-Laws, the members present constituted a quorum.

The meeting was called to order by Dean Peet Dickinson, after which The Dean read and reviewed the proposed changes to The Cathedral By-laws. The changes involved two things:

Changing the organizational purpose: **FROM:** The parish is organized for the purpose of operating an Episcopal Church pursuant to the Constitution and Canons of the Protestant Episcopal Church in the United States now in force or hereafter may be adopted. **TO:** The parish is organized for the purpose of operating a Church pursuant to the Constitution and Canons of the Protestant Episcopal Church in the Diocese of South Carolina now in force or hereafter may be adopted.

Changing hierarchical language: **FROM:** "The Protestant Episcopal Church in the United States." **TO:** "the Protestant Episcopal Church in the Diocese of South Carolina."

A motion to vote on the changes was offered by Phil Dixon and seconded by Kester Heaton.

Cam Stuhr requested clarification on how the issue would effect our relationship to other Episcopal and Anglican churches. The Dean responded that it has no effect: We are in communion with both The Episcopal Church of the United States and the World-wide Anglican communion.

Stephen Jones remarked that he was in favor of the motion, and he hoped this event would inspire us to continue to refine and identify what we as a church believe; our theology, church historicity, and creeds. Dean stated he felt this was an excellent idea.

Tom Jones spoke to voice his support.

Dorothy Carter expressed concerns that the proposed changes may put us into a gray area regarding the Anglican Communion. The Dean responded that her concern was very valid, but that relationship between TEC, ACNA, and the worldwide Anglican Communion is already in a gray area, and only time and prayer will clarify the situation.

Stephen Jones noted that the Diocese of San Joaquin seceded from the Episcopal Church, and asked if the Diocese of South Carolina was in a better position. The Dean stated that a ruling by the Supreme Court of South Carolina seems to indicate that South Carolina has a different perspective than California concerning property and its role in defining the Church.

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Willis Weber called for the question.

All members present cast their ballot with the instructions to vote YES to support the changes, and NO to oppose the changes. Junior Warden Joe Mester and Vestryman Willis Weber tallied the ballots, which resulted in 55 YES votes and 10 NO votes.

As a result, the changes were approved, and the By-laws are amended.

Betty Schaffer made a motion to adjourn the meeting, which was seconded by Charles Marshall.

Respectfully,

Prioleau Alexander
Secretary

Commitment to Continued Diocesan Relationship

Whereas, the Disciplinary Board for Bishops of the Episcopal Church certified on September 18, 2012 that our bishop, the Rt. Rev. Mark J. Lawrence, had abandoned the same; and

Whereas, Presiding Bishop Katharine Jefferts Schori, notified Bishop Lawrence of that action on October 15, 2012 and declared his ministry to be restricted; and

Whereas, these actions were taken in accordance with certain national canons that are unconstitutional, that are being reconsidered by resolution of the General Convention 2012, and that are not in any event recognized in this diocese; and

Whereas, the Standing Committee of The Protestant Episcopal Church in the Diocese of South Carolina, in a resolution passed on October 2, 2012, disaffiliated from the Episcopal Church by withdrawing the Diocese's accession to the Constitution of, and its membership in, the Episcopal Church; and

Whereas, repeated actions taken by the leadership and General Convention of the Episcopal Church have been in violation of their own Constitution and Canons, have been repugnant to the plain teachings of Scripture and are therefore heretical, and have been out of order with decent Christian charity; therefore be it

Resolved, that the Cathedral Church of St. Luke and St. Paul hereby thanks Bishop Mark Lawrence for his godly, loyal, selfless, and courageous pastoral and episcopal service to the Protestant Episcopal Church in the Diocese of South Carolina, and be it

Further resolved that the Cathedral Church of St. Luke and St. Paul, affirming and supporting Mark Lawrence's right and obligation to continue in his episcopal ministry within the diocese, offer our unreserved support of the bishop and standing committee of the Protestant Episcopal Church in the Diocese of South Carolina, and be it

Further resolved that the undersigned Vestry of the Cathedral Church of St. Luke and St. Paul, hereby declare that we are no longer in any relationship with the Episcopal Church, nor are we in union with it, but remain affiliated with the Protestant Episcopal Church in the Diocese of South Carolina, and that Mark Lawrence was constitutionally and canonically duly elected and confirmed as bishop of the Protestant Episcopal Church in the Diocese of South Carolina and as such rightfully exercises sole episcopal authority in the Diocese of South Carolina. By stating this, we declare that we fully support the Diocese of South Carolina's disaffiliation from the Episcopal Church, and be it

Further resolved that we recognize as valid and submit to the constitution and canons of the Protestant Episcopal Church in the Diocese of South Carolina.



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

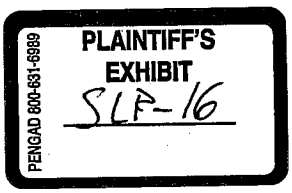
LEASE AGREEMENT

This lease agreement is made and entered into this 9th day of May, 1983 by and between the Cathedral Church of St. Luke and St. Paul, a South Carolina eleemosynary corporation, hereinafter referred to as the "Cathedral" as lessor, and the Diocese of South Carolina, a South Carolina eleemosynary corporation, hereinafter referred to as the "Diocese" as lessee.

The Cathedral is the owner of certain real property located on the northeast corner of the intersection of Coming and Vander Horst Streets in the City of Charleston upon which is presently situated the Cathedral building, a parish house, and a graveyard: and the Cathedral now desires to lease a portion of said real property to the Diocese for the purpose of the construction of a building to be used by the Diocese, including but not limited to its use by the Diocese as its administrative office building;

NOW THEREFORE for and in consideration of the payment by the Diocese to the Cathedral of the sum of One and no/100 ($1.00) Dollar, and other valuable consideration, the parties agree as follows:

1. Term of Lease. The Cathedral hereby leases to the Diocese the within described real property, on the terms and conditions set forth herein, for a term of ninety nine (99) years beginning on the date of this lease agreement.



2. Description of Leased Property. The Cathedral agrees to lease all that property designated and shown on a "site plan" by Mitchell, Small, Donahue and Logan, Architects, which is designated on said plan as "2 STORY ADDITION", a copy of which site plan is attached hereto and made a part hereof by reference; and it is specifically agreed that the area on said site plan designated "1 STORY PORTICO", is not part of the leased property. The Cathedral also agrees that the Diocese shall have and is hereby given full and free access of said property as set forth hereinafter.

3. Access to Property. The Cathedral hereby agrees that it will and hereby does provide full and free access to the property leased herein to the Diocese at all times during the term of this lease, and the Cathedral agrees that it will maintain all routes of access to the leased property during the term hereof; and that access to the said leased property shall be provided across the Cathedral's property including the use of all walkways and gates, etc. The parties hereto further acknowledge that the Diocese will construct a cloister as shown by the architect's final design plans; and that the construction and use of said cloister is the subject of a separate agreement between the parties, but that it is understood the Diocese will at all times have full and free access over and use of said cloister during the term of this agreement irrespective of anything contained in any other agreements concerning the use of said cloister.

4. Maintenance. It is agreed by and between the parties hereto that the Diocese will be responsible for the maintenance of the building constructed on the leased property, and that the Cathedral will be responsible for the maintenance and upkeep of the other buildings and grounds on the premises, including the maintenance of the cloister referred to in paragraph 3.

5. Taxes and Assessments, etc. Although no governmental taxes or assessments are presently required by law to be paid on the property of the Cathedral, or on the property leased herein, the parties hereto agree that if at any time in the

future any governmental taxes or assessments are lawfully levied against said property, the Cathedral and the Diocese will pro-rate any such taxes or assessments between them in an equitable manner based upon the percentage of use of said property by each party hereto.

6. Use of Facilities. The parties hereto agree that they have entered into a separate agreement regarding the use of the facilities by the Diocese on the property owned by the Cathedral but not leased herein, and such use agreement will control the use of said facilities; and that the terms of this lease are not affected by such agreement. However, the parties hereto agree that the lease herein shall terminate and the leased premises shall revert to the Cathedral if during the term hereof the Diocese shall, without the written consent of the Cathedral, cease to use the leased premises as administrative offices of the Diocese.

7. Termination Modification, etc. This lease shall terminate at the end of ninety nine (99) years from the date hereof unless otherwise terminated by the mutual agreement of the parties. Any modification of any of the terms hereof, or any extension of the term of said lease, shall be mutually agreed to by and between the parties in writing. All improvements, including fixtures, to the leased premises shall become the property of the Cathedral at the termination of this lease.

8. Assignments or Subleases. The parties agree that the Diocese shall not sublease, or make any agreement with any third party for the use of said premises, without the written permission and approval of the Cathedral.

IN WITNESS WHEREOF the parties, by and through their officers and official representatives, have set their hands and seals hereto this 9th day of May, 1983.

WITNESSES:

The Cathedral Church of St. Luke and St. Paul, a corporation

Marie C. Magee

Honora M. Tobin

By Margaret B. Adams, Asst Sec

By [illegible], Dean

Diocese of South Carolina

Evangeline P. Summers

By C. Fitzsimons Allison
Bishop

Theresa L. Henderson

By William R. Edmonds
Deputy for Administration

AGREEMENT FOR THE OPERATION OF THE DIOCESAN HEADQUARTERS ON THE CATHEDRAL GROUNDS AND THE JOINT USE OF FACILITIES

THIS AGREEMENT made between the Episcopal Diocese of South Carolina, hereinafter referred to as the Diocese, and the Cathedral Church of St. Luke and St. Paul, hereinafter referred to as the Cathedral Parish. It is intended to supplement the original agreement between the Diocese and the Cathedral relating to Diocesan functions and to provide for the orderly use of the Cathedral property for the Diocesan Headquarters Building.

ITEM I

In addition to the provisions of the original agreement for Diocesan functions in the Cathedral proper, it is agreed that the Bishop and the members of his professional staff will have access to the Cathedral at any time during normal working hours for incidental services which do not require action by the Altar Guild or the Cathedral Staff, provided such usage does not conflict with Parish activities.

ITEM II

The Cathedral agrees to make available to the Diocese the use of the Cathedral Parish Hall, library and other available space when needed for Diocesan meetings. Except in emergencies, at least ten (10) days notice will be given the Dean of any such meeting. The Diocese will reimburse the Cathedral for any out-of-pocket expenses in connection with such meetings.

The Cathedral will make available to the Diocese the use of its bathrooms for any meetings held in the Cathedral

buildings. The Cathedral also makes available to the Diocese the use of its bathrooms for meetings held in the Diocesan building provided adequate notice is given to the Dean and provided that such meetings are held at a time when the Cathedral Parish Hall would normally be open. The Diocese will reimburse the Cathedral for any out-of-pocket expenses incurred in connection with such use.

ITEM III

The Diocese agrees to provide for the necessary replanting of shrubbery in the area between the Cloister and the buildings and for any other replanting necessitated by the construction of the new headquarters. The Cathedral in turn agrees to continue to maintain the Cathedral grounds as in the past including all areas adjacent to the Diocesan building and to maintain the grounds adjacent to and around the Diocesan building in the same fashion as those adjacent to and around the Cathedral buildings.

ITEM IV

In accordance with the final building plans the Diocese will build at its expense a Cloister which will run the length of the present Cathedral Parish House and the new Headquarters Building. This Cloister which will be built on Cathedral land, will become the property of the Cathedral when completed and in return the Cathedral agrees to keep and maintain the Cloister as in the same manner as its other builldings and to provide the necessary custodial services for its cleanliness.

ITEM V

The Cathedral will make available its parking lot for the use of the Diocese during the weekdays and will con-

continue to supervise the parking lot and deal with any parking infractions in the same manner as in the past.

ITEM VI

The Diocese will be responsible for janitorial services in its building, but agrees to coordinate this work with the Cathedral if necessary to deal with security problems.

ITEM VII

The Cathedral agrees to provide access to the Cathedral grounds for the members of the Diocese staff at all times.

ITEM VIII

It is agreed that problems not covered by this agreement which may arise will be resolved by mutual agreement of the Dean of the Cathedral and the Deputy for Administration of the Diocese. If they cannot resolve such differences, the matter will be referred to the Chairman of the Department of Finance of the Diocese or his designee from that Department and to the Senior Warden of the Cathedral Parish or his designee from the Vestry. If in turn these two persons cannot resolve the problem, it shall be referred to the Bishop for his Godly counsel and advice, which shall prevail.

This agreement is entered into this 9th day of May, 1983.

IN THE PRESENCE OF:

Anne L Simonds

Susan H Mazette

Evangeline P. Dunmeyer

Theresa L. Henderson

THE CATHEDRAL CHURCH OF ST. LUKE AND ST. PAUL, A CORPORATION

J Vaughn B Adams, Jr

DIOCESE OF SOUTH CAROLINA

C. Fitzsimons Allison

William B Elmore

ROA_ 7406

PRELIMINARY AGREEMENT

This agreement is made between the Episcopal Diocese of South Carolina, hereinafter referred to as the Diocese, and the Cathedral Church of St. Luke and St. Paul, hereinafter referred to as the Cathedral Parish. It represents a preliminary understanding between the Diocese and the Cathedral Parish relative to the construction of a new Headquarters building on the Cathedral grounds.

Item 1: Attached to and made a part of this agreement are preliminary floor plans and elevations for a two-story office building to be constructed adjacent to the north end of the present Cathedral Parish House along with an Arcade running the length of the west side of the present Cathedral Parish House and the west side of the new office building, extending to the Cathedral proper.

The Cathedral Parish by this agreement assents to the construction of a building in accordance with the external dimensions shown on these plans and to the necessary modifications of the Cathedral Parish House contained in these plans.

Item 2: The Cathedral Parish agrees to execute a lease for a period of 99 years covering the necessary land for the construction of this building at a rental of $1 per year together with the necessary stipulations for ingress and egress to the new building.

In the event that such a land lease arrangement is found to be impractical, the Cathedral Parish agrees to such other arrangement as may be necessary to give the Diocese control over the land and the new building to be erected thereon, as may be determined proper by the Chancellor of the Diocese. ** SEE PAGE TWO

Item 3: The Cathedral Parish agrees to the construction of an Arcade as shown on the attached plans on the Cathedral property with such Arcade to become the property and responsibility of the Cathedral Parish when completed.

Item 4: The Cathedral Parish agrees to remodel and refinish the west exterior of its present Parish House to match the new construction and in order to assure uniformity agrees to use the same contractor or subcontractor for refinishing the building and to have it done at the same time as the new construction.

Item 5: The Cathedral Parish agrees to cooperate with the architects and contractors involved with the construction of the new building, and make the necessary arrangements for the construction to be done as efficiently as possible.

Item 6: The Cathedral Parish agrees to execute with the Diocese a general agreement covering the operation of the Diocesan Headquarters on the Cathedral grounds and for such joint use of facilities as may appear necessary, and to execute such an agreement prior to the actual beginning of construction.

ROA_ 7407

Item 7: Any external changes in the construction plans which affect the property of the Cathedral Parish will be resolved by a mutual agreement, as will any other differences which arise from unforeseen circumstances. In the event the two parties cannot agree on the solution to any such problems, the matter will be referred to the Bishop of the Diocese of South Carolina for his Godly judgment, which shall be binding.

This agreement is entered into this 17 day of July, 1983.

Diocese of South Carolina

by _____
Deputy for Administration

Cathedral Church of St. Luke
and St. Paul

by _____
Senior Warden

** Item 2: Addendum: It is further agreed between the Diocese of South Carolina and the Cathedral Church of St. Luke and St. Paul that any conveyance or lease as set forth in Item 2, shall contain an appropriate reversionary clause or provision that the property conveyed and all improvements thereon shall immediately revert back to the Cathedral in the event that the premises shall cease to be used as the headquarters for the Diocese of South Carolina.

Cathedral Church of St.
Luke and St. Paul

By: _____

Diocese of South Carolina

By: _____

BY-LAWS OF THE CATHEDRAL CHURCH OF ST. LUKE AND ST. PAUL
As adopted February 2, 2014

ARTICLE I

SECTION 1. This Parish is organized for the purpose of operating a Church pursuant to the Constitution and Canons of the Protestant Episcopal Church in the Diocese of South Carolina, now in force or as hereafter may be adopted.

ARTICLE II

SECTION 1. Every person who has been a communicant of this Church, and who has regularly contributed to the support of the Parish for the previous three months and has reached the age of 18 years shall be entitled to a seat and vote in every business meeting of this congregation.

SECTION 2. The Mission of the Parish is to proclaim and demonstrate the Gospel of Jesus Christ considering the long and short-term values of the Cathedral in carrying out its religious, charitable or other eleemosynary purposes to achieve this Mission.

ARTICLE III

MEETING OF THE CONGREGATION

SECTION 1. There shall be an Annual Meeting of the members of the congregation in the Church on the Sunday in January following the Feast of the Conversion of St. Paul in each year, or on some other day that may be appointed by the Vestry upon not less than one week=s notice to the congregation.

SECTION 2. Notice must be given by the Dean, Priest-In-Charge or Vestry, if there be no clergy in charge, of all meetings of the congregation.

SECTION 3. At all meetings of the congregation the Dean shall preside; but if there be no Dean, or if he be absent, then a presiding officer shall be chosen. A secretary shall be appointed by the presiding officer.

SECTION 4. At all Annual Meetings of the congregation the following shall be the order of business:

1. Reading minutes of last meeting.

2. Election of Vestry and Wardens.



3. Election of deputies to the Annual Diocesan Convention.

4. Report of Vestry and Treasurer.

5. Reports of committees.

6. Old Business

7. New and unfinished business.

SECTION 5. At all meetings of the congregation those qualified members present shall constitute a quorum.

SECTION 6. For the purpose of these By-Laws all persons entitled to vote shall be communicants in good standing as defined by the Constitution and Canons of the Protestant Episcopal Church in the Diocese of South Carolina.

ARTICLE IV

VESTRY

SECTION 1. The Vestry shall be composed of two (2) Wardens and nine (9) vestrypersons and the Dean, if there be one. At the Annual Meeting of the congregation, three (3) vestrypersons shall be elected for a term of three (3) years.

The Wardens shall be elected for two (2) year terms, so arranged that both Wardens will not regularly retire in the same year. In case a vacancy occurs in the office of Warden, an election by the Vestry shall be held within ninety (90) days to fill the unexpired term.

SECTION 2. No Warden shall be eligible to succeed himself, or be eligible for election to the Vestry, until after the expiration of one (1) year from and after his previous term of service on the Vestry shall have expired; provided however, that wardens or vestrypersons elected for unexpired terms of office shall be eligible for re-election to succeed themselves in office and further provided, that a member of the Vestry may be elected a Warden.

SECTION 3. All communicants in good standing who have attained the age of 21 years shall be qualified to hold office as Wardens; and all communicants in good standing who have attained the age of 21 years shall be qualified to hold office as a Vestry member and no person shall be elected to any office who is not entitled to vote at congregational meetings as herein before defined.

SECTION 4. The Vestry is hereby empowered to fill all vacancies and its membership for an unexpired term.

SECTION 5. The Vestry shall annually, at their first meeting after the Annual Congregational Meeting, elect a treasurer and a secretary. They may also elect such other officers and employees as they see fit, and prescribe their duties and compensation.

SECTION 6. The duties of Wardens and Vestrypersons shall be prescribed and directed by these By-Laws and the Constitution and Canons of the Protestant Episcopal Church in the Diocese of South Carolina as they now exist and may hereafter be altered or amended.

SECTION 7. The Vestry shall be authorized and empowered to acquire and purchase such real and personal property as they may deem necessary, and to sell the same, mortgage, or otherwise dispose of it as they may deem expedient, so long as the same is done in accordance with the requirements of Canon XXVI of the Canons of the Diocese of South Carolina or any other requirement affecting said rights as may be hereinafter enacted by the Convention of the Diocese of South Carolina. All deeds, mortgages, notes and other instruments authorized to be executed by the Vestry shall be made in the name of the Cathedral Church of St. Luke and St. Paul by the Senior Warden or the Chancellor, provided, nevertheless, that the personal property of the parish without the same having been first submitted to the Vestry at a meeting thereof and having received the affirmative note thereof for such alienation or encumbrance, and no alienation of property shall be made without compliance with the Canons of the Church as they now or hereafter provide.

SECTION 8. The Vestry shall hold monthly meetings. Special meetings may be called at any time by the Dean or Priest-In-Charge at the request of one or more of the Vestry.

SECTION 9. Four lay delegates shall represent the Cathedral at Diocesan Conventions for a period of one year. These delegates shall consist of the Senior Warden, Junior Warden, two elected delegates, and four elected alternate delegates. These delegates shall be elected at the annual Meeting of the Parish. In the event that the delegates and/or alternates are unable to fulfill this duty, the Rector may appoint a delegate to fill the deputation.

ARTICLE V

DUTIES OF THE SECRETARY

SECTION 1. It shall be the duty of the secretary of the Vestry to keep a record of proceedings of the Vestry and also to keep a record of the proceedings of the meetings of the congregation, and generally to perform such other duties as may be established by the Vestry.

ARTICLE VI

DUTIES OF THE TREASURER

SECTION 1. It shall be the duty of the treasurer to provide for the reception of all contributions for the support of the parish, and all assessments, etc., and for the disbursement of

the same upon the order of the Vestry.

It shall be his or her duty to make a report to each meeting of the Vestry and an annual report of all receipts and disbursements to the Vestry at their last meeting prior to January 1st each year, which report shall be examined by the Vestry and presented by them to the congregation as a part of their annual report.

ARTICLE VII

COLLECTIONS

SECTION 1. All money collected by the parish shall be used as the Vestry directs for the operation of said parish, and in addition thereto, The Dean, if there be one, (or Priest-In-Charge) may maintain a Discretionary Fund into which he shall receive all funds designated by the Vestry of other persons for such purpose or from individuals or organizations contributing to the fund to be used in his discretion in the furtherance of his work.

ARTICLE VIII

TRUST FUNDS/TRUSTEES

SECTION 1. FORMATION OF TRUSTEES OF THE Y. W. SCARBOROUGH CONSOLIDATED ENDOWMENT

a) THE Y. W. SCARBOROUGH CONSOLIDATED ENDOWMENT (hereafter called The Endowment) shall be managed by five (5) Trustees. Trustees shall be elected by the Vestry and shall be a permanent Committee of the Vestry. The Senior Warden and the Cathedral Treasurer shall be appointed annually by the Vestry as *ex officio* members of the Trustees.

b) Trustees shall serve a five-year staggered term, such that one (1) Trustee is elected each year. Trustees may be re-elected for additional terms at the discretion of the Vestry. If a vacancy occurs, the Dean shall nominate a replacement to fill the unexpired term of the vacating trustee subject to approval by the Vestry.

SECTION 2. DUTIES OF THE TRUSTEES

a) The Trustees shall exercise ordinary business care and prudence under the facts and circumstances prevailing at the time of the action or decision. In so doing, they shall consider long and short-term needs of the Cathedral, its present and anticipated financial requirements, expected total return on its investments, price level trends, and general economic conditions.

b) The Trustees may hire, subject to Vestry approval, a qualified professional Broker and/or Money Manager (hereafter called Money Manager) to invest the funds held in The Endowment under the supervision of the Trustees. The Chairman of the Trustees shall be the liaison between the Money Manager and the Trustees. At any time the Trustees may terminate, subject to Vestry

approval, the Money Manager.

e) The Chairman of the Trustees is authorized to vote proxies of investments owned in The Endowment.

f) The Chairman of the Trustees shall make reports to the Trustees and the Vestry during the year-and a report to the congregation at the Annual Meeting.

g) The Trustees shall nominate and elect a chairman, a vice chairman, and a secretary.

SECTION 3. MAINTENANCE AND/OR DISPOSITION OF TRUST FUNDS

a) Any existing or future restricted and/or designated gifts or funds shall be managed and/or disbursed solely for the purpose(s) as may be restricted by the donative instrument, be it the terms of a Will, need, trust or other instrument, such instrument conveying the fund.

The Cathedral Treasurer shall maintain records of all restricted and/or designated gifts regarding from whom came the gifts and for what purpose they were given.

b) Any existing or future unrestricted/undesignated gifts or funds may be expended in whole or in part as to principal, or income, or both, at the discretion of the Vestry, without restriction. The Vestry shall likewise have the authority to borrow from these undesignated and/or unrestricted funds. However, no such funds may be borrowed or otherwise expended without a 2/3 vote of the Vestry.

c) All gifts to The Endowment should be received by the Cathedral Treasurer and deposited in The Endowment investment account. Any existing or future restricted and/or designated gifts or funds may be invested and co-mingled with existing or future unrestricted and/or undesignated gifts or funds at the discretion of the Trustees, as long as provisions are made to identify and allocate principal and income from specific restricted and/or designated gifts or funds. Income from the investment account shall be deposited in the Cathedral's bank account and spent as designated in paragraphs a) and b) of Section III above. Statements from the Money Manager are to be mailed to the Cathedral Treasurer and made available upon making a request to the Cathedral Treasurer.

ARTICLE IX

SECTION 1. Upon any dissolution of this organization pursuant to the Canons of the Protestant Episcopal Church in the Diocese of South Carolina, the officers of the Vestry and other offices of the corporation or association shall automatically become vacant, and the Standing Committee of the Protestant Episcopal Church in the Diocese of South Carolina shall become the managing body of the corporation or organization, with the authority to liquidate the property of the corporation or organization, to see or mortgage its property or any part thereof, to convey any or all of the corporation's or organization's property to the Trustees of the Protestant Episcopal Church in the Diocese South Carolina, and upon complete liquidation of said

corporation or organization to cancel the Charter of the Corporation, if said organization is a corporation.

ARTICLE X

SECTION 1. Any article or part of any article of these By-Laws which may be in conflict with the Constitution or Canons of the Protestant Episcopal Church in the Diocese of South Carolina are void.

SECTION 2. No amendment or repeal of these By-Laws shall be made, unless upon motion for that purpose made and passed by a two-thirds (2/3) majority at an annual meeting.

SECTION 3. All previous By-Laws and/or Constitutions of the Vestry and the Cathedral are hereby rescinded.

Adopted this 2nd day of February.

A.D. 2014, at Charleston, South Carolina.

Charles K. Marshall

SENIOR WARDEN

CHANCELLOR

BY-LAWS OF THE CATHEDRAL CHURCH OF ST. LUKE & ST. PAUL

ARTICLE I

SECTION 1. This Parish is organized for the purpose of operating an Episcopal church pursuant to the Constitution and Canons of the Protestant Episcopal Church in the Diocese of South Carolina and of the Protestant Episcopal Church in the United States now in force or as hereafter may be adopted.

ARTICLE II

SECTION 1. Every person who has been a communicant of this Church, and who has regularly contributed to the support of the Parish for the previous three months and has reached the age of 18 years shall be entitled to a seat and vote in every business meeting of this congregation.

ARTICLE III

MEETING OF THE CONGREGATION

SECTION 1. There shall be an Annual meeting of the members of the congregation in the church on the third Sunday in January in each year, or on some other day that may be appointed by the Vestry upon not less than one week's notice to the congregation. Special meetings of the congregation may be called when the Dean or Vestry deem it advisable upon due notice to the congregation.

SECTION 2. Notice must be given by the Dean, Priest-In-Charge or Vestry, if there be no clergy in charge, of all meetings of the congregation.

SECTION 3. At all meetings of the congregation the Dean shall preside; but if there be no Dean, or if he be absent, then a presiding officer shall be chosen. A secretary shall be appointed by the presiding officer.

SECTION 4. At all annual meetings of the congregation the following shall be the order of business:

1. Reading minutes of last meeting.
2. Election of Vestry and Wardens.
3. Election of deputies to the annual Diocesan Convention.
4. Report of Vestry and Treasurer.
5. Reports of committees.
6. Old Business.



7. New and unfinished business.

SECTION 5. At all meetings of the congregation those qualified members present shall constitute a quorum.

SECTION 6. For the purpose of these By-Laws all persons entitled to vote shall be communicants in good standing as defined by the Constitution and Canons of the Diocese of South Carolina and of the Protestant Episcopal Church in the United States of America.

ARTICLE IV

VESTRY

SECTION 1. The Vestry shall be composed of two (2) Wardens and fifteen (15) vestrypersons and the Dean if there be one. At the annual meeting of the congregation five (5) vestrypersons shall be elected for a term of three years.

The Wardens shall be elected for three (3) year terms, so arranged that both Wardens will not regularly retire in the same year. In case a vacancy occurs in the office of Warden, an election by the Vestry shall be held within ninety (90) days to fill the unexpired term.

SECTION 2. No warden shall be eligible to succeed himself, or be eligible for election to the Vestry, until after the expiration of one (1) year from and after his previous term of office as Warden has expired; no vestryperson shall be eligible for election to the Vestry until after the expiration of one (1) year from and after his previous term of service on the Vestry shall have expired; provided however, that wardens or vestryperson elected for unexpired terms of office shall be eligible for re-election to succeed themselves in office and further provided, that a member of the Vestry may be elected a warden.

SECTION 3. All communicants in good standing who have attained the age of 21 years shall be qualified to hold office as wardens; and all communicants in good standing who have attained the age of 21 years shall be qualified to hold office as a vestry member and no person shall be elected to any office who is not entitled to vote at congregational meetings as hereinbefore defined.

SECTION 4. The Vestry is hereby empowered to fill all vacancies in its membership for an unexpired term.

SECTION 5. The Vestry shall annually, at their first meeting after the Annual Congregational Meeting, elect a treasurer and a secretary. They may also elect such other officers and employees as they see fit, and prescribe their duties and compensation.

SECTION 6. The duties of Wardens and vestrypersons shall be

prescribed and directed by these by-laws and the Constitution and Canons of the Protestant Episcopal Church in South Carolina and of the Protestant Episcopal Church in the United States of America as they now exist and may hereafter altered or amended.

SECTION 7. The Vestry shall be authorized and empowered to acquire and purchase such real and personal property as they may deem necessary, and to sell the same, mortgage or otherwise dispose of it as they may deem expedient, so long as the same is done in accordance with the requirements of Canon XXVI of the Canons of the Diocese of South Carolina or any other requirement affecting said rights as may be hereinafter enacted by the Convention of the Diocese of South Carolina. All deeds, mortgages, notes and other instruments authorized to be executed by the Vestry shall be made in the name of the Cathedral Church of St. Luke and St. Paul by the Senior Warden or the Chancellor, provided, nevertheless, that the Vestry shall in no case alienate or encumber any of the real or personal property of the parish without the same having been first submitted to the Vestry at a meeting thereof and having received the affirmative vote thereof for such alienation or encumbrance, and no alienation of property shall be made without compliance with the Canons of the Church as they now or hereafter provide.

SECTION 8. The Vestry shall hold monthly meetings. Special meetings may be called at any time by the Dean or Priest-In-Charge at the request of one or more of the Vestry.

ARTICLE V

DUTIES OF THE SECRETARY

SECTION 1. It shall be the duty of the secretary of the Vestry to keep a record of all the proceedings of the Vestry and also to keep a record of the proceedings of the meetings of the congregation, and generally to perform such other duties as may be established by the Vestry.

ARTICLE VI

DUTIES OF THE TREASURER

SECTION 1. It shall be the duty of the treasurer to provide for the reception of all contributions for the support of the parish, and all assessments, etc., and for the disbursement of the same upon the order of the Vestry.

It shall be his or her duty to make a report to each meeting of the Vestry and an annual report of all receipts and disbursements to the Vestry at their last meeting prior to January 1st each year, which report shall be examined by the Vestry and presented by them to the congregation as a part of their annual report.

ARTICLE VII

COLLECTIONS

SECTION 1. All money collected by the parish shall be used as the Vestry directs for the operation of said parish, and in addition thereto, the Dean, if there be one, (or Priest-In-Charge) may maintain a Discretionary Fund into which he shall receive all funds designated by the Vestry or other persons for such purpose or from individuals or organizations contributing to the fund to be used in his discretion in the furtherance of his work.

ARTICLE VIII

TRUST FUNDS/TRUSTEES

SECTION I
FORMATION OF CATHEDRAL TRUSTEES

a) The Trustees shall be a permanent Committee of the Vestry consisting of five members, at least three of whom must be active members of the congregation. In addition, one vestryperson, or Warden shall be elected annually by the Vestry as an ex-officio member of the Trustees.

b) The Trustees shall be elected by the Vestry to serve terms of 1, 2, 3, 4, & 5 years respectively. Trustees may be re-elected for additional terms at the discretion of the Vestry. If during any year a vacancy occurs, the Dean shall nominate a replacement subject to confirmation by the Vestry at the next regular meeting.

SECTION II

DUTIES OF THE TRUSTEES

a) To meet during the month of March each year and elect officers consisting of a chairman, vice chairman and a secretary;

b) To meet at other times of the year or at the call of the chairman, the Dean or Vestry;

c) The Trustees shall manage all existing trust funds, whether they be designated or undesignated, restricted or unrestricted, and in the administration of their powers to do so, shall exercise ordinary business care and prudence under the facts and circumstances prevailing at the time of the action or decision. In so doing, they shall consider long and short-term needs of the

Cathedral in carrying out its religious, charitable or other eleemosynary purposes, its present and anticipated financial requirements, expected total return on its investment, price level trends and general economic conditions. The chairman of the Trust Committee shall initiate all purchases or sales of any investment subject to the concurrence of two of the five members of the Committee. Checks drawn on the Trustee's bank account shall require the signatures of two of the five members. Any member of the Committee is authorized to vote proxies of investments. The Trust Committee shall make quarterly reports to the Vestry and at the annual meeting in January each year.

d) The Trustees may hire, subject to Vestry approval, a qualified and professional money manager to manage the funds under the supervision of the Trustees.

SECTION III

MAINTENANCE AND/OR DISPOSITION OF TRUST FUNDS

a) Any existing or future trust fund which shall have a restricted and/or designated purpose shall be managed and/or disbursed solely for the purpose(s) as may be restricted by the donative instrument, be it the terms of a Will, deed, trust or other instrument, such instrument conveying the fund.

b) Any existing or future unrestricted/undesignated gifts or funds shall be invested at the discretion of the Trustees, along with the restricted/designated funds but may be expended in whole or in part as to principal, or income, or both, in the discretion of the Vestry, without restriction. The Vestry shall likewise have the authority to borrow from these undesignated/unrestricted trust funds. However, no such funds may be borrowed or otherwise expended without a 2/3 vote of the Vestry.

ARTICLE IX

SECTION 1. Upon any dissolution of this organization pursuant to the Canons of the Protestant Episcopal Church in the Diocese of South Carolina, the officers of the Vestry and other officers of the corporation or association shall automatically become vacant, and the Standing Committee of the Protestant Episcopal Church in the Diocese of South Carolina shall become the managing body of the corporation or organization, with authority to liquidate the property of the corporation or organization, to sell or mortgage its property or any part thereof, to convey any or all of the corporation's or organization's property to The Trustees of the Protestant Episcopal Church in South Carolina, and upon complete liquidation of said corporation or organization, to cancel the Charter of the corporation, if said organization is a corporation.

ARTICLE X

SECTION 1. Any article or part of any article or these By-Laws which may be in conflict with the Constitution or Canons of the Diocese of South Carolina or the Protestant Episcopal Church in the United States are void.

SECTION 2. No amendment or repeal of these By-Laws shall be made, unless upon motion for that purpose made and passed by a two-thirds majority at an annual meeting.

SECTION 3. All previous by-laws and/or Constitutions of the Vestry and the Cathedral are hereby rescinded.

Adopted this 15th day of January

A.D. 1995, at Charleston, South Carolina.

SENIOR WARDEN

CHANCELLOR

The Church Of The Resurrection, Surfside

7/10/14 Trial Transcript

pp. 582-611, 623-24

Exhibits RS-1, RS-6 thru 11. RS-13 thru 20

Depo p. 28

Call your next witness, please.

(Plaintiff's Exhibits RS-1, RS-6 through 11 and RS-13 through RS-20 premarked for identification.)

MR. BRYAN: Judy Casper McMeekin.

JUDY CASPER MCMEEKIN,

being first duly sworn, testified as follows:

THE COURT: And would you state your full name for the record and spell your last name.

THE WITNESS: Judy Casper McMeekin, M-C-M-E-E-K-I-N.

THE COURT: Your witness.

MR. BRYAN: Thank you, Your Honor. For the record, I'm William A. Bryan, and I represent the Church of the Resurrection, Surfside.

Your Honor, Church of the Resurrection moves for the admission without objection of Exhibits marked RS-1, RS-6 through 11 inclusive; RS-13 through 20 inclusive.

THE COURT: Any objection?

MR. TISDALE: No objection, Your Honor.

MS. KOSTEL: No objection.

THE COURT: Very well, so admitted.

MR. BRYAN: Thank you.

(Plaintiff's Exhibits RS-1, RS-6 through 11 and RS-13 through RS-20 admitted into evidence.)

DIRECT EXAMINATION BY MR. BRYAN:

Q. Ms. McMeekin, where do you live?

A. Surfside Beach.
Q. Are you employed?
A. Yes, I am.
Q. Doing what?
A. I'm the controller for a strategic marketing firm in Durham, North Carolina.
Q. Okay. Are you a member of a church?
A. I am a member of the Church of the Resurrection.
Q. How long have you been a member?
A. Since 1983.
Q. Have you held since that time any positions of leadership in the Church of the Resurrection, Surfside?
A. Yes, sir.
Q. Would you tell the Court what roles and, either as a director or vestry person or otherwise, what you've done at the Church of the Resurrection.
A. I've served on the vestry beginning in 1999 for several years; I've also served as treasurer, which was an officer position, for an additional five or six years; I served a second term as vestry beginning in 2010 through 2013 as a vestry member. In that role I served as junior warden and senior warden.
Q. And can you remember the date or the year or years you served as junior warden?
A. I served as junior warden in 2011.

Q. And the year or years you served as senior warden?
A. I served as senior warden in 2012 and 2013.
Q. And, Ms. McMeekin, we're going to talk about some documents that have been already admitted into evidence having to do with the corporate structure and the organization of the Church of the Resurrection, Surfside. Okay?
A. Okay.
Q. And were you either the junior warden or the senior warden during the period of time that the documents were revised?
A. Yes, sir, I was.
Q. We're going to get into the details in a minute. Is the Church of the Resurrection incorporated, Ms. McMeekin?
A. The Church of the Resurrection is incorporated.
Q. Now, you've got with you up there a duplicate set of the exhibits, I believe, do you not?
A. I do.
Q. I want you to take a look -- sometimes I may say RS-1 or I may just say a number, but all these exhibits we're going to be looking at will have the letter prefix RS and then a number. So if I refer to -- the number's the key thing.
So I want you to look at RS-1.
A. Okay.
Q. You got it?

A. I do.
Q. What is that?
A. That is our articles of incorporation.
Q. When was the Church of the Resurrection, Surfside incorporated?
A. July the 12th, 1971.
Q. Do you know if the church had been in operation as an unincorporated association prior to that?
A. Yes, it had been.
Q. Since when?
A. Since 1958.
Q. All right. Has the Church of the Resurrection, Surfside, now known as Surfside, operated continuously as a corporate entity, a nonprofit corporate entity, in the state of South Carolina since the date of this incorporation shown on Exhibit 1?
A. Yes, sir.
Q. Up until the present time?
A. Yes.
Q. And continuing?
A. Yes.
Q. All right. Take a look, if you would, and tell me if from the articles you can discern who the directors of the corporation were and the officers of the corporation were. And you don't need to give names, I want titles.

A. In the fifth section it states managers, trustees, directors, and other officers as the senior warden, junior warden, treasurer, secretary, and priest in charge.
Q. Okay. And of those designations, which ones are officers?
A. All four -- all the first four are the officers, junior warden, senior warden, treasurer, and secretary.
Q. All right. And is that true today?
A. It is true today.
Q. And to the best of your knowledge, has that been true since the first institution of this church as a corporation in 1971?
A. Yes, sir.
Q. And I'll ask you again, referring to Exhibit 1, if you can tell me what the purpose -- you can summarize if you would like -- the purpose of the corporation was when it was first started.
A. The purpose of the corporation was the operation as a mission organized and subject to the canons of the Protestant Episcopal Church in the Diocese of South Carolina.
Q. All right. And is there any reference in the articles of incorporation of the Church of the Resurrection, Surfside to what's been called in this Court the national church?
A. No, sir, there is not.
Q. All right. Is there any requirement in these articles

of incorporation to seek approval of either the Diocese of South Carolina or the national church to amend the articles of incorporation?

A. No, sir.

Q. Any restriction at all in amendment of these articles of incorporation shown on these articles of incorporation?

A. No, sir.

Q. Was there a time that the Church of the Resurrection, that you know of, determined to amend the articles of incorporation?

A. Yes, sir.

Q. If you would now, I want you to turn to Resurrection Exhibit, I think it would be 8, Ms. McMeekin. Have you got it?

A. Yes.

Q. And what is Exhibit 8, Ms. McMeekin?

A. These are minutes of the regular vestry meeting held on November the 21st, 2011.

Q. And with regard -- well, first of all, did you attend that meeting?

A. Yes, sir.

Q. And during that time in 2011, I believe from your testimony, you would have been the junior warden?

A. Yes, sir.

Q. All right. While I'm thinking about it, Ms. McMeekin,

with regard to all the minutes in these exhibits that have been offered into evidence, were you in attendance at all of them --

A. Yes, sir.

Q. -- all those meetings --

A. Yes, sir.

Q. -- whether they were parish meetings or vestry meetings?

A. Yes, I was.

Q. Personally present?

A. Yes.

Q. Now, with regard to this set of minutes for this meeting, was a quorum present? And I know that may be a little silly to ask, but was a quorum present?

A. Yes, it was.

Q. And was notice sent or was notice necessary?

A. Notice was not necessary. It was a scheduled meeting.

Q. And when's a regular scheduled meeting set for in 2011 for the vestry?

A. It was on November the 21st, the third Monday of the month.

Q. All right. Did all of the vestry members participate in this meeting either in person or subsequently by signing a document?

A. Yes, sir.

Q. And is -- I refer to the last two pages of that exhibit

entitled Ratification Consent; do you see that?
A. Yes, sir.
Q. And there are two there, are there not?
A. Yes.
Q. All right. Were those the two members of the vestry that did not attend?
A. They were -- one of them participated by telephone, but she was not in attendance.
Q. When you say she, that would be Ms. Rinken?
A. Ms. Rinken.
Q. So Mr. Antonucci signed and agreed to the meeting of what took place?
A. Yes, sir.
Q. Now, let's talk about what did take place. What, with regards to the amendment of the articles of incorporation, took place at that meeting?
A. We proposed a resolution to amend the articles of incorporation in three places, first to change our name, to change our address, and to change our purpose statement.
Q. All right. And what was the name going to go from and to?
A. The name was being changed from the Episcopal Church of the Resurrection to the Church of the Resurrection.
Q. And the headquarters, can you just tell why that was being changed, the headquarters was being changed?

A. We had moved into a new building. We had left our first building on Pine Street in Surfside Beach and moved to Highway 17 bypass.
Q. How long had it been since the church moved its building from -- approximately, you don't need to look it up -- from the Pine Drive church over to the one on Highway 17 bypass?
A. It had been about 11 years.
Q. Oh, but the articles never had been changed?
A. No, they had not.
Q. And with regard to the purpose, the purpose was in Article 4th you said of the articles of incorporation?
A. Yes, sir, yes.
Q. And was that completely replaced with this language?
A. It was.
Q. And what was the language put in place of the new purpose for the Church of the Resurrection?
A. The purpose of the said corporation is to transform lives by the resurrected power of Jesus Christ.
Q. All right. What was the vote of the vestry on the resolution, that resolution containing those three items?
A. It was unanimous.
Q. Did the vestry or the officers then put these same resolutions before the membership of the parish?
A. Yes, they did.
Q. We'll talk about that. I'm going to call your attention

and ask you to look at RS-9, that exhibit, please.
A. Okay.
Q. Do you see it?
A. Yes, sir.
Q. You can either look on that screen or look at your paper, whatever's easier. Have you got it?
A. Yes, sir.
Q. Ms. McMeekin, was proper notice given of this meeting?
A. Yes, it was.
Q. How was notice given; do you remember that?
A. It was given by mail with ten days' notice.
Q. And were the resolutions also provided with the notice?
A. Yes, they were.
Q. Was a quorum present at this meeting of the congregation?
A. A quorum was present.
Q. Do you know off the top of your head what the quorum requirement was at that time?
A. 25 percent of communicants.
Q. And were the three resolutions as proposed by the vestry, were they exactly the same that came before the entire parish?
A. Yes, they were.
Q. And what was the result of the vote on the adoption of that resolution of those three items that you've described

earlier?
A. The motion passed.
Q. And can you tell me what the vote was?
A. I can. 176 in favor and 3 opposed.
Q. All right. Was there a document filed with the Secretary of State to memorialize those changes or at least some of those changes, Ms. McMeekin?
A. Yes, there was.
Q. Are you looking at RS-10, Ms. McMeekin?
A. Yes, sir.
Q. Exhibit RS-10, my copy is missing a second page, I think, Ms. McMeekin, but is it a three-page document?
A. Yes, it is.
Q. And who is it signed by? That's what I'm missing is the signature page.
A. Angelo Antonucci.
Q. And what was his...
A. Senior warden.
Q. And the other person that signed? No other person signed. I can see it.
A. No, sir.
Q. Okay. Thank you.
And what amendments were filed with the Secretary of State at that time? Were all three filed?
A. No, sir, only two of the three were filed.

Q. And which two?
A. The address change and the purpose change.
Q. All right. And could you tell us just briefly, why didn't the name change get filed?
A. When we attempted to file the name change, we discovered that another church in the state already has the name Church of the Resurrection.
Q. All right. So we'll get to that in a minute.
Now, Ms. McMeekin, so we can kind of get a frame of reference, I want you to look at RS-11 -- and I guess before, this may be somewhat redundant, but I'm going to back up to that articles of amendment we just looked at, which was Exhibit 10. Okay?
Is the purpose clause that's filed with the Secretary of State exactly as it was adopted at the vestry meeting you testified to and the congregational meeting you just testified to?
A. Yes, sir.
Q. And the same with the headquarters, that's the correct address?
A. That's the correct address.
Q. Now, is there any reference in that amendment to anything to do with the Diocese of South Carolina?
A. No, sir.
Q. Or the national church?

A. No, sir.
Q. Now let's go to Exhibit 11 and tell me what that is, Ms. McMeekin.
A. That is a copy of the bylaws for the Church of the Resurrection that were adopted in 1983.
Q. All right. Were those the bylaws that were in effect during the time we're now talking about, 2011, 2012?
A. Yes, sir.
Q. Okay. Would you tell us from looking at these bylaws what the amendment procedure was to amend these bylaws?
A. The amendment procedure was to present the proposed changes at an annual meeting and then also at a subsequent meeting, a subsequent annual meeting for vote.
Q. So it took -- tell the Court what an annual meeting is for purposes of giving her a frame of reference.
A. Our annual meeting is held the second Sunday in January or at some other time appointed by the vestry with no less than one week's notice.
Q. So it's a yearly --
A. A one-time-a-year annual meeting.
Q. So in effect, it takes a year to amend these bylaws?
A. Yes, sir.
Q. All right. Is there any restriction in these bylaws about amending them?
A. No, sir.

Q. Is there any third-party approval required as contained in these bylaws?
A. No, sir.
Q. Did the Church of the Resurrection seek any third-party approval from either the national church or the Diocese of South Carolina before it moved forward with amending these bylaws?
A. No, sir.
Q. Briefly, Ms. McMeekin, if you refer to the bylaws, what's the notice requirement for the annual meeting?
A. If it's not on the second Sunday in January, it's one week's notice.
Q. All right. And with regard to the annual meetings that took place and any special meetings, was that the notice period used or was it more or less?
A. It was more.
Q. What was it?
A. Our general procedure was to give a minimum of ten days' notice.
Q. And what kind of notice?
A. Mail.
Q. Okay. Also, did the parish use any other means to transmit or communicate to its members that an annual meeting was to take place?
A. It was announced during services and in service leaflets

and any other correspondence that went out such as newsletters.

Q. And with regard to these minutes that we've so far discussed and we're going to discuss, is that the process of notice that was given?

A. Yes, sir.

Q. Okay. Did Church of the Resurrection move to amend these 1983 bylaws?

A. Yes, sir, we did.

Q. Okay. Let's look at Resurrection Exhibit 13, please, ma'am. And just tell us briefly, if you would, what is this?

A. These are minutes of the annual parish meeting held January the 22nd -- excuse me -- January the 22nd, 2012.

Q. All right.

MR. BRYAN: I'm going to be redundant, but can't help myself, Judge.

Q. Was notice given?

A. Yes, sir.

Q. Was a quorum present?

A. Yes, sir.

Q. And let's talk about what took place at the meeting, Ms. McMeekin. What was to take place at the meeting with regard to the bylaws?

A. We were to present the bylaws and vote on them.

Q. Okay. Were they presented?

A. They were.
Q. Were they voted on?
A. Yes, sir.
Q. And what was the result of the vote to amend the bylaws?
A. The result was in favor. The votes cast in favor were 129; those opposed were 1.
Q. All right. And, Ms. McMeekin, I'm going to ask you for just for -- not having a lot of documents, we've only got the final bylaws in evidence, but I want you to look over at Exhibit 18, so jump ahead with me a second.
A. Okay.
Q. And I want you to tell the Court whether or not that document is the exact document that was submitted at the parish meeting on January 22nd, 2012, and voted on at the parish meeting?
A. Yes, sir, it is.
Q. Except it wasn't signed yet, was it?
A. Correct.
Q. All right. And while I'm thinking about it, was that document sent out in the written notice to every member?
A. Yes, it was.
Q. All right. I'm going to move off the bylaws a moment and I'm going to pick back up. I'm going chronologically, if you can follow. And I'm going to go now to catching that name change. Okay?

So we're going to look at RS-14. Tell the Court what that is, please, ma'am.
A. That is the minutes of a special meeting of the parish.
Q. And with regards -- just -- you don't need to go into the other business, not relevant to the Court's matters today, but if you would tell the Court what took place at the meeting with regard to the name change glitch that occurred with another entity having the Church of the Resurrection name?
A. There was a motion that we change our name to the Church of the Resurrection, Surfside.
Q. Add Surfside to Church of the Resurrection?
A. Correct.
Q. Was it voted on?
A. It was voted on.
Q. What was the result of the vote?
A. It was approved and the result of the vote was 98 votes in favor; 1 opposed; 1 abstention.
Q. All right. Was a quorum present at the meeting?
A. A quorum was present.
Q. Was proper notice given of this special meeting?
A. It was given. And please forgive me, I gave you the wrong totals there.
Q. All right.
A. The vote in favor of the resolution was, votes in favor,

96; votes opposed, 4; no abstentions.
Q. All right. And I'm not sure if I asked you, but just specifically with regard to this meeting, I think you just said notice was given?
A. Yes, it was.
Q. Just like you described, by mail with minimum of ten days?
A. That's right.
Q. Let's go to RS-15, Ms. McMeekin. Have you got it?
A. Yes, sir.
Q. What is that?
A. That is the amended articles of incorporation with our name change.
Q. And the name changed to what, Ms. McMeekin?
A. The Church of the Resurrection, Surfside.
Q. And did you sign that article's amendment?
A. Yes, I did.
Q. And did it get filed with the Secretary of State?
A. Yes, it did.
Q. And is that the name of the church today?
A. It is.
Q. Now, Ms. McMeekin, I would ask you to look at RS-16.
A. Yes, sir.
Q. What is represented in Exhibit RS-16?
A. It's the minutes of the special vestry meeting held on

January the 3rd, 2013.
Q. Were you present?
A. Yes, sir.
Q. Was a quorum present?
A. Yes, sir.
Q. Was everybody there?
A. Yes, sir, everybody was there.
Q. Was notice of that meeting given?
A. Notice was given.
Q. Did you get the notice?
A. I did.
Q. And what resolutions were considered by the vestry at that special meeting, Ms. McMeekin, with regard to the issues in this Court?
A. Three resolutions were offered, the first was to ratify the name change that had been approved at the parish meeting; the second was --
Q. Can I stop you?
A. Yes.
Q. I know I asked you a question and I'm stopping you, but let's go one at a time.
A. Okay.
Q. So with regard to the name change ratification, was that voted on separately or as a group with the other two?
A. These were voted on separately.

Q. All right. Did the name change get voted on by the entire vestry on that day?
A. It did.
Q. And did it -- how did it result?
A. It passed unanimously.
Q. Okay. Now tell me what No. 2, Resolution 2 was.
A. The second resolution was to adopt the proposed bylaws, subject to the approval at the annual parish meeting.
Q. Okay. And the form of those bylaws that the vestry considered in Resolution 2, I want to ask you again if that -- except for the signature, is it identical in form and content to what's contained in Exhibit RS-18?
A. It is.
Q. All right. And how did the vestry vote on the proposed bylaws?
A. Passed unanimously.
Q. All right. And next, this -- and other parishes, I think, had similar resolutions. Now we've got a resolution, No. 3, tell us what that is.
A. This resolution clarified the vestry's position with relationship to the national church and the Diocese of South Carolina.
Q. And the date of this meeting is when?
A. January the 3rd, 2013.
Q. And what action did the vestry take on this resolution?

A. The vestry passed it unanimously.
Q. Now, Ms. McMeekin, are copies of the resolution attached to that exhibit? It might be a little bit hard to read, unfortunately.
A. Yes, sir.
Q. And tell me if you signed each of those resolutions.
A. I signed all three of them along with the secretary of the vestry, our clerk.
Q. All right. And are these three resolutions in the exact form as shown in the original records of the Church of the Resurrection, Surfside?
A. Yes, sir.
Q. Now, Ms. McMeekin, let's go back to the bylaws. I want you to turn to RS Exhibit 17. Got it?
A. Yes, sir.
Q. And what is that?
A. Those are the minutes of the annual parish meeting held January the 13th, 2013.
Q. And with regard to the bylaws -- that's all I care about in this piece of evidence -- what happened?
A. There was a motion to accept the bylaws as presented and that motion carried.
Q. And of the bylaws that were considered by the congregation on January 13, 2013, in the exact same form except unsigned, as shown in Exhibit RS-18 --

A. Yes, sir.
Q. And it had been previously submitted to the congregation the year prior, January of '12?
A. Yes.
Q. And had been voted on just a week or so before by the vestry?
A. Correct.
Q. Same form?
A. Yes.
Q. And you said the results of the vote; did you tell us that?
A. Not yet.
Q. All right.
A. In favor, 146; opposed, 2; with 10 abstentions.
Q. Was a quorum present?
A. A quorum was present.
Q. And was notice of that meeting given as you've described earlier?
A. Yes.
Q. And was a copy of that same set of bylaws sent again to the members with their notice?
A. Yes, sir.
Q. Any reference in those new bylaws to the national church, the defendant, the national church?
A. There is no reference.

Q. Any reference in those bylaws to the plaintiff, Diocese of South Carolina?
A. No, sir, there is no reference.
Q. All of that was removed from the 1983 bylaws --
A. Yes, sir.
Q. -- any references?
A. Yes.
Q. Other changes were made as well?
A. Yes, it was a complete revision.
Q. Ms. McMeekin, with now the resolution of the vestry that we talked about in Exhibit RS-16, that is the third resolution, does that third resolution essentially contain the link between the Church of the Resurrection, Surfside and the Diocese of South Carolina, the plaintiff, Diocese of South Carolina?
A. It does.
Q. All right. Ms. McMeekin, I want to ask you about the property of the Church of the Resurrection that's in issue in this case, so we're going to go backwards. Okay?
A. Okay.
Q. Look at number RS-6, if you would, please, ma'am.
A. Okay.
Q. Got it? Do you know what that is?
A. Yes, sir, it's the deed to our property on bypass 17 where the parish building is located.

Q. Do you know who the grantor, I guess I should say, was?
A. The grantor was Ruth Gaul.
Q. And describe her connection, if any, to the Church of the Resurrection, Surfside.
A. Long-term parishioner.
Q. Did she give this property to the church?
A. Yes, sir.
Q. When I say the church, I mean the Church of the Resurrection, Surfside?
A. Yes, sir.
Q. How much property did she give to the Church of the Resurrection, Surfside?
A. Seven acres.
Q. Was the seven acres raw land or was there some building on it?
A. It was raw land.
Q. Did the Church of the Resurrection build any buildings on it or place any buildings on that property?
A. We built a building on it and two buildings have been placed on it.
MR. BRYAN: Could we have the photographs?
Q. Just for identification and reference now, I want you to tell the Court what that photograph up on the screen is right now.
A. That's a photograph of our parish building.

Q. All right. There's another photograph.
A. That's the inside of our -- that's the nave of the church.
Q. All right. And then another photograph?
A. That's the disciple house.
Q. And is that located on the same set of --
A. Excuse me, that one's the youth building.
Q. Youth building.
Is that on the same seven-acre site on that Gaul deed I just talked about?
A. Yes, sir.
Q. And what -- we've got another picture. What's that?
A. That is the disciple house.
Q. All right. And is that on the same seven acres that Ms. Gaul gave to the --
A. Yes, it is.
Q. -- Church of the Resurrection?
A. Yes, it is.
Q. How did the Church of the Resurrection get the money to build the buildings?
A. Through donations by parishioners and a loan.
Q. All right. Does the church still owe some money on it?
A. Yes, sir.
Q. Did the national church give the Church of the Resurrection any money to build any of those three buildings?

A. No, sir.
Q. Did the national church give Resurrection any money to buy any of the personal property and contents of any of those three buildings?
A. No, sir.
Q. I'm going to ask you to look now at a deed marked RS-7.
A. Okay.
Q. What is that?
A. That's the deed that represents the purchase of our rectory in Deerfield Plantation.
Q. And does a rectory just mean a house --
A. Yes, it does.
Q. -- where a minister lives?
A. Yes.
Q. Priest, okay.
Does Resurrection still own that?
A. It does.
Q. Did the national church give Resurrection any money to buy that property?
A. No, sir.
Q. Does Resurrection have -- have these deeds been changed, anything been sold --
A. No, sir.
Q. -- of these?
Okay. Is this all the property, to your knowledge, that

Resurrection owns?
A. Yes, it is.
Q. Has Resurrection or any members of Resurrection, any officers of Resurrection, any board members of Resurrection, signed any document to place any trust on either of these two properties --
A. No, sir.
Q. -- in favor of anybody?
A. No, sir.
Q. Any entity?
A. No, sir.
Q. Any other entity other than the Church of the Resurrection, Surfside?
A. That's right, no, sir.
Q. Now, let's look at the back of the exhibits. We're going to flip to the end, and I call your attention to RS-19.
A. Okay.
Q. What's that?
A. That is the quitclaim deed given by the Protestant Episcopal Church in the Diocese of South Carolina to the Episcopal Church of the Resurrection.
Q. All right. And what's Exhibit 20, RS-20, Ms. McMeekin?
A. RS-20 is also a quitclaim deed given by the Right Reverend Mark Lawrence, Bishop of the Episcopal Diocese of South Carolina.

Q. Do you know if Resurrection asked the diocese for either of these two deeds?
A. I believe that Resurrection did request a quitclaim deed.
Q. Did they request both of them, one of them, do you know?
A. No, sir, just one.
Q. All right. Did you have any contact with the diocese about that?
A. No, sir.
Q. Do you know anything about it?
A. I was aware that we received them.
Q. All right. And are you aware that they have been filed?
A. Yes, sir.
Q. It shows on the document, doesn't it?
A. Yes, it does.
Q. At this time, Ms. McMeekin, does the Church of the Resurrection, Surfside have any relationship with the defendant, the national church?
A. We do not.
Q. At this time, Ms. McMeekin, or at any time has the Church of the Resurrection, Surfside had any connection with the defendant, the Episcopal Church in South Carolina?
A. Yes. I'm sorry, in South -- I'm sorry --
Q. The defendant.
A. -- the other -- the other Episcopal --

Q. Yeah, there's a defendant --
A. Please, excuse me.
Q. -- called the Episcopal Church in South Carolina?
A. No, sir.
Q. Do you understand my question?
A. I do understand your question --
Q. All right.
A. -- and we do not.
Q. Has there ever been a connection or relationship between the unincorporated association known as the defendant, the Episcopal Church in South Carolina --
A. No.
Q. -- and Resurrection?
A. No.
Q. Has the Church of the Resurrection ever elected any delegates to attend any convention of the defendant, the Episcopal Church in South Carolina?
A. No, sir.
Q. Has the Church of the Resurrection ever authorized any of its members, directors, officers, anybody to attend on behalf of Resurrection any function of the defendant, the Episcopal Church in South Carolina?
A. No, sir.
Q. Has the Church of the Resurrection ever authorized the defendant the Episcopal Church in South Carolina to use the

name or any symbol or any photograph or any representation of Church of the Resurrection, Surfside or its organization or its property?

A. No, sir.

Q. And that question would include any mark, logo, seal; same question.

A. That's correct.

Q. None?

A. None.

Q. Nothing. Do you know approximately how many members there are at the Church of the Resurrection today?

A. We have about 350.

MR. BRYAN: That's all the questions I have, Ms. McMeekin. The lawyers for the defendants will have some. Thank you.

THE COURT: All right. Counsel?

MS. KOSTEL: Thank you, Your Honor.

THE COURT: Yes.

CROSS-EXAMINATION BY MS. KOSTEL:

Q. Good afternoon, Ms. McMeekin.

A. Good afternoon.

Q. My name is Mary Kostel. Just a couple questions to follow up on your testimony.

You testified -- you said no when asked did the national church give any money to build any of the church's buildings

FURTHER CROSS-EXAMINATION BY MS. KOSTEL:
Q. Ms. McMeekin, just to follow up on your statement that Church of the Resurrection did not have -- ever have a direct relationship with the Episcopal Church, right, you said that?
A. I believe that our relationship has been with the diocese and indirectly, therefore, with the national church.
Q. Let's take a look at Exhibit 11 quickly. These were the bylaws you'd referred to earlier, correct?
A. Yes.
Q. And they were adopted in 1983?
A. Yes, ma'am.
Q. Okay. What does Article 1, Section 1 say?
A. Article 1, Section 1 says, the parish is organized for the purpose of operating an Episcopal Church pursuant to the constitution and canons of the Protestant Episcopal Church in the Diocese of South Carolina and of the Protestant Episcopal Church in the United States of America now and in force as thereafter may be amended.
Q. Okay. And how about at the bottom of the page, Article 3, Section 6?
A. For the purpose of these amendments, all persons entitled to vote shall be communicants in good standing as defined by the constitution and canons of the Diocese of South Carolina and the Protestant Episcopal Church in the United States of America.

Q. Okay. And on the last page, Ms. McMeekin, Article 9, Section 1?

A. Any article or part of any article or these bylaws which may be in conflict with the constitution and canons of the Diocese of South Carolina or with the Protestant Episcopal Church in the United States are void.

MS. KOSTEL: Thank you.

THE COURT: All right. Any redirect?

MR BRYAN: No, Your Honor, amen.

THE COURT: All right. You may come down.

(Recess held.)

(Plaintiff's Exhibits R-1 through R-26 premarked for identification.)

MR. HORGER: Your Honor, for the record, I'm Bob Horger. I represent the Redeemer. We'd call our first witness, Julius P. Thompson.

JULIUS PINCKNEY THOMPSON, III,

being first duly sworn, testified as follows:

MR. HORGER: I understand from the defendants -- we have 26 exhibits, Your Honor, and there are no objection to any of the exhibits.

MR. TISDALE: No objection.

MS. KOSTEL: No objection.

THE COURT: Thank you. And how have you designated them?

PLAINTIFF'S EXHIBIT RS-1

The State of South Carolina

CERTIFICATE OF INCORPORATION

EXECUTIVE DEPARTMENT

BY THE SECRETARY OF STATE

WHEREAS,

Ford Palmer, Jr., Cherry Lane, Fairfield, Indiana, U. S. A.

Ken Hunt, II, [illegible] Rd., Gilroy, Marcella Saint, U. S. A.

THE RECORDS OFFICE OF THE RESURRECTION

[illegible] and [illegible] organized, [illegible] on the [illegible] day of

July [illegible] A.D. [illegible] the Articles of Incorporation were filed

[illegible] and [illegible] in accordance with the provisions of the said Act, they

[illegible] and [illegible] to exercise [illegible]

That the said corporation shall have the power to [illegible] and [illegible] the

[illegible] and [illegible] as [illegible] and [illegible] and [illegible] and [illegible]

[illegible] and [illegible] and

[illegible], COPELAND
[illegible], EDDY & ROGERS, P.A.
[illegible]
[illegible]
(843) 448-2138 BOK

RESURRECTION EXHIBIT 6

294768

PLAINTIFF'S EXHIBIT RS-6

PENGAD 800-631-6989

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that I, **Ruth Whalen Gaul** in the State aforesaid, for/and in consideration of the sum of Five ($5.00) Dollars, and by way of gift, to me, paid by **Episcopal Church of the Resurrection**, an Eleemosynary Corporation under the Laws of the State of South Carolina, 627 Pine Drive North, Myrtle Beach, South Carolina 29577, in the State aforesaid, (Receipt whereof is hereby acknowledged) have granted, bargained, sold, and released; and by these presents do grant, bargain, sell, and release unto the said **Episcopal Church of the Resurrection**, its Successors and Assigns, subject to restrictions as hereinafter provided:

HORRY COUNTY ASSESSOR
191-00-02-144
Map Blk Parcel 9.10 98 Pa

ALL AND SINGULAR that certain piece, parcel, or tract of land situate, lying, and being in Socastee Township, Horry County, South Carolina, containing 7.00 acres shown on a map prepared for Ruth W. Gaul by Terry M. Watson, RLS Land Surveying, Inc., dated May 10, 1997; revised October 27, 1997, and December 3, 1997; a copy of which is recorded in the Office of the R.M.C. for Horry County, South Carolina, in Plat Book 120 at page 152, reference to which is craved as forming a part and parcel hereof.

EXEMPT

Said parcel is more particularly described on the aforementioned map as follows: Commencing at an Iron Rod on the southeastern margin of U. S. Hwy. No. 17 Bypass, said point of beginning being the northeastern corner of the parcel herein described; thence along the line of lands of the Grantor the following courses and distances: South 58 degrees 04 minutes 51

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. Property located: 7.00 acres in Socastee Township, Horry County, South Carolina, was transferred from Ruth Whalen Gaul to Episcopal Church of the Resurrection on February 27, 1998. TMS #191-00-02-144.

The transaction was (Check one):

_____ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was: (enter value).

XX not an arm's length real property transaction and the fair market value of the property is: (enter value). $525,000.00

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S. C. Code Ann. Section 12-24-10 et. seq. because the deed is: (enter exemption) Church

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: (fill in proper data) Grantor

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Ruth Whalen Gaul
Ruth Whalen Gaul

Sworn to before me this

27th day of February, 1998.

Dawn Rhodes (L. S.)
Notary Public for South Carolina
My Commission Expires: 9-2-07

S4A

SR-313-000492 ROA 7456

seconds East 762.30 feet to an Iron Rod Set; South 31 degrees 55 minutes 09 seconds West 400 feet to an Iron Rod Set; North 58 degrees 04 minutes 51 seconds West 762.30 feet to an Iron Rod Set on the southeastern margin of U. S. Hwy. 17 Bypass; thence along the southeastern margin of said Highway, North 31 degrees 55 minutes 09 seconds East 400 feet.

Said parcel is bound on the aforementioned map as follows: Northwest by U. S. Hwy. No. 17 Bypass; Northeast, Southeast, and Southwest by other lands of the Grantor.

There is also conveyed to the Grantee, its successors and assigns, the non-exclusive easement for ingress and egress across the 80 foot by 66 foot controlled access from U. S. Hwy. No. 17 Bypass as shown on the above referred to plat.

The above described property was devised to Ruth W. Gaul under the Last Will and Testament of Jessamine B. Whalen who died on April 30, 1984, as will be revealed by reference to File No. 85ES61, records of The Probate Court for Horry County, South Carolina.

This conveyance is subject to the following reversions, reservations, restrictions, and limitations:

1. Any structure erected on the premises shall be of a traditional Episcopal Church type and the plans therefor shall be subject to prior written approval of the Grantor during her lifetime, or at her death by her husband, R. Wharton Gaul, during his lifetime.

2. If within two (2) years from the date of this conveyance, construction of a church sanctuary is not commenced on the premises by at least the entering into of a binding construction contract with a licensed contractor and the actual pouring of all

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SE-313-BOA 7457
00493

foundation necessary for said sanctuary building, the title to the premises, subject of this conveyance, shall automatically revert to the Grantor or her heirs.

3. The Grantor reserves to herself, her heirs and assigns, a non-exclusive easement appurtenant for ingress and egress to adjoining property of the Grantor, her heirs and assigns, across the 66 foot reserved easement shown lying along the northwestern boundary of the above mentioned plat of the premises herein conveyed.

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 **Episcopal Church of the Resurrection**, its successors and assigns forever.

And I do hereby bind myself and my heirs, executors, and administrators, to warrant and forever defend, all and singular the said premises unto the said **Episcopal Church of the Resurrection**, its successors and assigns, against me and my heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the execution hereof by Grantor this 27th day of February in the year of our Lord one thousand nine hundred and ninety-eight, and in the two hundred and twenty-second year of the Sovereignty and Independence of The United States of

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America.

Ruth Whalen Gaul (L. S.)
Ruth Whalen Gaul

Signed, Sealed and Delivered
in the Presence of:

Mary P. Odom

Joann Hadlo

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PERSONALLY appeared before me the undersigned witness and made oath that he saw the within named **Ruth Whalen Gaul**, sign, seal, and as her act and deed, deliver the foregoing Title to Real Estate; and that he with the other witness subscribed above witnessed the execution thereof.

Mary P. Odom

Sworn to before me this
27th day of February, 1998.

Joann Hadlo (L. S.)
Notary Public for South Carolina

My Commission Expires: 9-2-07

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SR-313.000493 ROA 7459

670646

RESURRECTION EXHIBIT 7

PLAINTIFF'S EXHIBIT RS-7

PENGAD 800-631-6989

FILED

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

93 SEP 30 PM 3:11

REGISTER OF DEEDS

Title To Real Estate

Know All Men by these Presents,

That We, **Jasper N. Ramsey, Jr., and Pamela W. Ramsey** (hereinafter referred to as Grantor), in the State aforesaid for and in consideration of the sum of **Two-Hundred Twenty One Thousand Five Hundred and no/100** ($221,500.00) Dollars, to me, receipt of which is hereby acknowledged, paid by **THE EPISCOPAL CHURCH OF THE RESURRECTION**, 627 PINE DRIVE NORTH, SURFSIDE BEACH, SC 29575, (hereinafter referred to as Grantee) have granted, bargained, sold and released; and by these presents do grant, bargain, sell and release unto the said Grantee, his heirs and assigns forever, the following described property, to-wit:

ALL AND SINGULAR, that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in Socastee Township, Horry County, South Carolina, and being designated as Lot 452 on that certain map of Deerfield Plantation property of Deerfield Plantation, Inc., made by Moorman & Little, Inc., Engineers, dated November 14, 1972, and recorded in Plat Book 54, at Page 124, Office of the Clerk of Court for Horry County, South Carolina, reference to which is craved as forming a part of this decrition.

TOGETHER with a non-exclusive private right-of-way and easement for ingress and egress for travel purposes to and from the above lot of land over, across and upon all streets and roads within the subdivision encompassing lot 1 through 452 on that certain map of property of Deerfield Plantation, Inc., made by Moorman & Little, Inc., Engineers, recorded in Plat Book 54 at Page 124, Office of the Clerk of Court for Horry County, SC, and all streets, roads and ways lying contigous to any such said lot and all streets, roads and ways leading thereto from U.S. Highway 17 South Carolina Highway 375 (Dick Pond Road).

THIS conveyance is made subject to those certain conditions, reservations, covenants and restrictions set forth in that certain Declaration and Establishment of Conditions, Reservations, Covenants and Restrictions for Deerfield Plantation Single Family Residential Subdivision, Horry County, South Carolina, recorded in Deed book 481, at Page 305, Office of the Clerk of Court for Horry County, SC ,

575.90 243.65

ASSESSOR 191-08-02-019 10-1-98 (NO) YES

BOOK 2078 PAGE 127

SR-313.000487 ROR 7460

which said Declaration and Establishment of Conditions, Reservations, covenants and Restrictions and the record thereof is hereby incorporated herein and made a part hereof by reference and subject to general electrical easements to the South Carolina Public Service Authority of record.

THIS being the identical property conveyed unto the Grantors herein by Deed of Raymond E. Clary, III dated January 3, 1990 recorded January 4, 1990 in Deed Book 1362 at Page 594, records of Horry County, South Carolina.

TMS#: 191-08-02-019

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, his Heirs and Assigns forever.

AND I do hereby bind myself and my Heirs and Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, his Heirs and Assigns forever, against me and my Heirs, and all other persons whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness my hand and seal this 29th day of November in the year of our Lord One Thousand Nine Hundred and Ninety-Eight and in the Two Hundred Twenty-Third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Jasper N. Ramsey, Jr.

Pamela W. Ramsey

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. Property located at Lot 452, Deerfield Plantation, Surfside Beach, SC 29575, bearing Horry County Tax Map Number 191-08-02-019, was transferred by Jasper N. Ramsey, Jr. and Pamela W. Ramsey to The Episcopal Church of The Resurrection on September 29, 1998.

The transaction was (Check one):

___XXX__ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was $221,500.00

_____ not an arm's length real property transaction and the fair market value of the property is $.

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et.seq. because the deed is (See back of affidavit.):

As required by Code Section 12-24-70, I state that I am a responsible person who was connected the transaction as:

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sellers:
~~Buyers:~~

Jasper N. Ramsey, Jr.

Pamela W. Ramsey

SWORN to before me this 29th day of September, 1998

Notary Public for SC

My Commission Expires: 5-15-2007

* The fee is based on the real property's value. Value means the realty's fair market value. In arms' length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

BOOK 2076 PAGE 109

ROA_ 7462

SR-313.000489

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Grantor sign, seal and deliver the within Deed, and that s/he with the other witness whose name is subscribed above, witnessed the execution thereof.

Carol L. Cape

SWORN to before me this 29th day of September, 1998.

(L.S.)

Notary Public for South Carolina

My Commission Expires: 5-15-2007

BOOK 2076 PAGE 190

ROA 7463

SR-313-000490

PLAINTIFF'S EXHIBIT RS-8
PENGAD 800-631-6989

THE CHURCH OF THE Resurrection

Transforming lives with the Resurrected power of Jesus Christ
By: Encountering God, Connecting with Others, Growing in Christ, and Serving the World

Episcopal Church of The Resurrection (COR)
Vestry Minutes

Monday, November 21, 2011 – with Ratifications

Call to order

Fr. Ron Greiser called to order the regular meeting of the Episcopal Church of the Resurrection (COR) Vestry at **6:36 p.m.** on **November 21, 2011.**

Attendance

In attendance were Fr. Ron Greiser, Anne Steele, Mara Bateson, Steve Hoffmann, Bebe Smith, David Robinett, Hap Palmer, Judy McMeekin and Cecilia Adams. Robbie Renken and Angelo Antonucci were absent.

Devotion

David Robinett led the devotion by reading from No Man Left Behind by Patrick Morley, 2 Timothy 3: 10-17 and Mark 12: 28-34. Mr. Morley states "Making discipleship the portal priority of our churches is the answer to what ails us. Consider our many systemic problems: divorce, fatherlessness, unwed mothers, alcoholism, abortion, crime, suicide, poverty, truancy, cheating, disrespect for authority. They all need attention. Beneath everything though, is the need for a discipleship reformation of the Christian church. What single activity would have the greatest impact on all of these problems twenty years from now? Discipling men today."

- Next month's devotion will be led by Bebe Smith.

Treasurer's Report – Anne Steele

a. Financial Reports – Anne reported the Balance Sheet for October showed the General Fund with a negative $1,967.36 and the Building fund at $6,548.96 for a Total Operating Fund of $4,581.60. The Building Fund balance will be paid to reduce the mortgage principal as soon as our financial position improves. The Year to Date (YTD) Total Revenues of $38,713.82 is substantially less than the budgeted $46,442. Actual YTD Net Total is a negative $49,566.56. However, we are $5,000 under budget in Total YTD Expenses. **Judy McMeekin made a motion to receive the financial reports as presented, David Robinett seconded. Motion passed by unanimous vote.**

the following charts were obtained from the Finance Committee Minutes Report

	Current Month	Year to Date
Total Revenue	$ 38,713.82	$ 374,206.62
Total Expenses Excluding Interest and Mortage Payments	$ (36,175.31)	$(341,660.81)
Excess before Interest and Mortgage Payments	$ 2,538.51	$ 32,545.81
Payments Received for Capital Purchase		$ 5,000.00
Interest and Mortgage Payments	$ (8,037.36)	$ (87,112.37)
Shortage Fall	$ (5,498.85)	$ (49,566.56)

The following pledge information was given:

#	Description	Pledge Amount	Change Amount
25	Pledges Received with No Change	$ 63,499.92	$ -
11	Pledges Received with a Decrease	$ 9,685.00	$ (6,875.00)
53	Pledges Received with an Increase	$ 191,611.04	$ 18,641.00
20	New Pledges	$ 22,489.42	$ 22,489.00
71	2011 Pleddges with no 2012 Pledge		$ (136,383.00)
	Total to date	$ 287,285.38	$ (102,128.00)

To give us a sense of current Average Sunday Attendance 2011 compared to 2010, George presented a couple of attendance report that are attached. Attendance is up 5.8% over 2010.

b. The Finance Committee recommendations

- That additional principal payment to the bank from current restricted donations to the Building Fund for reduction of the Mortgage Principal be held until the current operating fund balance is sufficient to cover current expenses. This agrees with what has been done in practice for the past couple of months. **The motion was to approve the Finance Committee recommendation as presented, Bebe Smith ,seconded. Motion passed by unanimous vote.**

Bill Bryan entered meeting at 7:20 p.m.

- Approve proposal for the construction of a 150' cell tower as presented. (Summary 60' X 60' lot with easement access along edge of property, 50 year lease with automatic renewal every 5 years, and $12,000 per year lease with a 3% annual increase in payment. The proposal is attached. **The motion was to approve the Finance Committee recommendation as presented, Mara Bateson seconded.** Discussion revealed unresolved issues exist, including but not limited to a health impact study, easement issues, and lease increase requirements. **Anne Steele made a Motion to table recommendation until next vestry meeting, Mara Bateson seconded and Motion to table passed by unanimous vote.**

- Approve contract from Four Star Heating and Plumbing for HVAC annual maintenance for the church building and the Rectory. Currently SeaAir provides the maintenance for the church and there is no maintenance on the Rectory. **The motion was to approve the Finance Committee recommendation as presented, David Robinett seconded. Motion passed by unanimous vote.**

Judy McMeekin made a Motion to enter Executive Session to discuss legal issues, Anne Steele seconded. Motion passed by unanimous vote.

Steve Hoffmann made a Motion to exit Executive Session, Mara Bateson seconded. Motion passed by unanimous vote.

Steve Hoffmann made a Motion to approve the Resolution to Amend the Articles of Incorporation as captioned below and a copy of is attached to these minutes. Anne Steele seconded. Motion passed by unanimous vote, with Robbie Renken participating by telephone conference. Those Members not in attendance have approved the amendment by signing Ratification and Consent forms which are attached to these minutes .

The Episcopal Church of the Resurrection

RESOLUTION

To Amend the Articles of Incorporation

BE IT RESOLVED that the Articles of Incorporation dated July 12, 1971 be amended as follows:

1. To change the name of the Corporation from The Episcopal Church of the Resurrection to The Church of the Resurrection.

2. To change the headquarters of the Corporation from 623 Second Avenue North, Surfside Beach, SC to 8901 Hwy. 17 Bypass, Surfside Beach, SC 29575.

3. To replace the existing purpose clause contained in the Fourth section of the Articles by deleting in its entirety the existing provision and substituting therefore the following: "The purpose of the said Corporation is to transform lives by the resurrected power of Jesus Christ."

A series of four town meetings will be scheduled to apprise congregation of current events.

Discussion on current bylaws ensued and various questions were addressed.

A request by Homeworks to place a pod on COR property was discussed. Further clarification was needed and will be supplied at next vestry meeting.

David Robinett made a Motion to complete the Diocese of South Carolina 2012 Declaration of Intent, Mara Bateson seconded. Motion passed by unanimous vote.

Judy McMeekin made a Motion to pledge one percent of our net disposable budget income for 2012 to support the missions and ministries of our Diocese, Anne Steele seconded. Motion passed by unanimous vote.

Hap Palmer made a Motion that all monies pledged in 2012 Declaration of Intent remain within the Diocese of South Carolina, Mara Bateson seconded. Motion passed by unanimous vote.

Cecilia was granted permission to pull information from the various ministry reports to include in the minutes.

Bebe Smith made a Motion to adjourn, Hap Palmer seconded. Motion passed by unanimous vote. The meeting was adjourned at 9:15 p.m. and Vestry closed in prayer around the Altar.

Old business

a) Encounter – David Robinett - the following was obtained from the Encounter Minutes Report
- Advent Wreath making party on Sunday, ***11-13-11*** from 4-6 PM was a success. About seventeen families attended and all learned the symbolism of the Advent Wreath. The team will look into conducting this event again next year.
- Adult Choir rehearsal scheduled on ***12-03-11*** at 11 AM. Adult Bells rehearsal on ***12-03-11*** at 1 PM and will play at Atalya at 3 PM. This is a public performance and there is a charge for admission to the park.
- Advent Lessons & Carols will be on ***12-04-11*** at 4 PM with a reception to follow.
- The Christmas Eve Pageant, "The King and the Maiden", will be held on Saturday, ***12-24-11*** at 5 PM. Casting call ***on 11-21-11*** and Casting Party on ***11-27-11*** at 4 PM. Rehearsals for pageant on ***December 3, 10, 17, 22 and 23*** at 10 AM.
- Planning for the Ingathering is underway. Praise Band will be able to play at the Ingathering.

b) Connect – Bebe Smith - the following was obtained from the Connect Minutes Report
- Team has been meeting for 2 years now with 4 teams of 2 people each week. They have lost a team and need 2-3 additional teams. Candidates need to be trainable, computer literate, organized, thorough, reliable and confidential. Will need to be available Mondays 9am-noon and Tuesdays when a holiday falls on Monday. Retired couples or non working people would be ideal. Pat would like to have the new teams in place by ***January 2012*** and training classes would be available with current team members. Bebe pointed out this ministry is crucial to the functioning of the church and support to fill these teams is critical to pass the legacy on.
- Upcoming events include: ***01-06-12***- 6pm Epiphany Service. Chili will be served. Troy Hutchinson volunteered to cook the chili. Kings cake will be provided by Becky. David Robinette will provide s'mores ingredients.
- ***01-08-12***- 4pm Resurrection Journey. Will obtain a list of people to be trained from Stephanie. Will be invitation only. Need a training session from Fr. Ron.
- ***01-07-12 or 01-14-12*** – 1 to 4pm. Family bowling at Waccamaw Bowling Center. 3 hours bowling plus shoes for $6.00 per person. $3.00 will be donated back to church. Becky will finalize the date.
- ***01-22-12*** -2pm Annual Parish meeting.
- ***01-29-12***- Snowbird brunch after each service. Menu will be similar to Newcomers brunch last May.

c) Grow – the following was obtained from the Growing in Christ Minutes Report
- Joy Time Adventure for pre-school children, and RezKidz for elementary children, met regularly.
- A Baptism Seminar held on *11-05-11* was attended by six Baptism and Reaffirmation candidates and their families.
- "Family Worship", A Family Equipping Event, was presented *11-06-11* at 4 PM. Nine families participated in a program designed to equip and inspire families with children and teenagers to incorporate worship opportunities in their homes. Testimony and instruction from Mara and Chip Bateson highlighted ways to develop this practice.
- Re:Generate, a weekend retreat for high school students, was held at Camp St. Christopher on *11-11-11 to 11-13-11.* Six students from our parish attended.
- Looking ahead: A sermon series, "Roots", which will explore the Jewish festivals, will begin *01-08-12* with accompanying small group studies.

d) Serve – Robbie Renken - the following was obtained from the Serve Minutes Report
- Plans for the Turkey Trot *on 11-20-11* were finalized
- Robbie will get with Donna and plan out how the room will be set for the bake sale which is before the Turkey Trot.
- Our next Community Kitchen week *is December 5-9, 2011.* Wednesday AM is already filled. Lil, Hap and Jane signed up for Monday. Carol Buck signed up for Thursday, Betty Street signed up for Monday AM. Friday is still open both time slots.
- Steve Hayden is traveling and won't return until either just before or just after the New Year. He emailed Robbie a list of 13 people who have signed up for Haiti Trip.
- Ingathering is moving along well. Most of the children's names have been taken, but we still have some families left.
- Team will meet on *12-13-11,* the day before the Ingathering, to prepare for the gifts. Jane thanked Robbie for all her work with Serve the World team for the last three years. Robbie said she only wanted to Serve, not lead! She was much appreciative of all the volunteers that have been there.

Minutes respectfully submitted by:

Cecilia Adams - original

Cecilia Adams, COR Vestry Clerk

From	Subject	Date	Time	Status
David Robinett	11-21-11 Minutes	November 24, 2011	8:36 AM	Approved
Angelo Antonucci	11-21-11 Minutes	November 24, 2011	2:01 PM	Approved
Judy C. McMeekin	11-21-11 Minutes	November 25, 2011	1:02 PM	Approved
Anne Steele	11-21-11 Minutes	November 25, 2011	6:18 PM	Approved
Mara Bateson	11-21-11 Minutes	November 25, 2011	9:14 PM	Approved
Hap Palmer	11-21-11 Minutes			
Steve Hoffmann	11-21-11 Minutes			
Bebe Smith	11-21-11 Minutes			
Robbie Renken	11-21-11 Minutes			
Fr. Ron Greiser	11-21-11 Minutes			

Attachments:

1. October 2011 Balance Sheet and Analysis of Revenues & Expenses	-	November 14, 2011
2. Resolution	-	November 7, 2011
3. 2012 Declaration of Intent (not filled out)	-	November 14, 2011
4. No Man Left Behind hand out	-	November 21, 2011
5. Finance Committee Meeting	-	November 15, 2011
6. Encounter Meeting	-	November 21, 2011
7. Connect Meeting	-	
8. Grow Report	-	
9. Serve Meeting	-	
10. Pledge Comparison 2012 vs. 2011	-	

The Episcopal Church of the Resurrection

RATIFICATION AND CONSENT

The undersigned member of the Vestry having been absent at the meeting of the Vestry on November 21, 2011, hereby waives notice of the meeting, and expressly ratifies, consents and approves of the action taken by the Vestry to adopt the Resolution to Amend the Articles of Incorporation, as more fully set forth in the minutes of the meeting, as if I were physically present and in attendance.

Angelo Antonucci, Senior Warden

SR-313-ROA-7468
SR-313-000439

The Episcopal Church of the Resurrection

RATIFICATION AND CONSENT

The undersigned member of the Vestry having been absent at the meeting of the Vestry on November 21, 2011, hereby waives notice of the meeting, and expressly ratifies, consents and approves of the action taken by the Vestry to adopt the Resolution to Amend the Articles of Incorporation, as more fully set forth in the minutes of the meeting, as if I were physically present and in attendance.

Roberta (Robbie) Renken

Robbie Renken, Member of the Vestry

THE CHURCH OF THE Resurrection

Transforming lives with the Resurrected power of Jesus Christ
By: Encountering God, Connecting with Others, Growing in Christ, and Serving the World

PLAINTIFF'S EXHIBIT RS-9
FEINGAD 800-631-6989

Episcopal Church of the Resurrection
Parish Meeting Minutes - FINAL

Sunday, December 18, 2011

Call to order

Fr. Ron Greiser called to order the Parish Meeting of The Episcopal Church of the Resurrection (COR) Congregation at **4:10 p.m.** on **December 18, 2011. Fr. Ron determined that notice of the meeting, along with the proposed Amendments to the Articles of Incorporation had been sent to all members of the corporation. Angelo Antonucci called for the meeting to commence, Lynn Roman Seconded. Motion passed on a voice vote, witb none opposed.**

Attendance

The Church of the Resurrection has three hundred forty two (342) eligible voters; eighty six (86) eligible voters constitute a quorum. In attendance at this meeting were one hundred twenty six (126) eligible voting members of the congregation, and fifty three (53) voting members were represented by Proxy. The quorum was met.

Fr. Ron led the congregation into prayer from the Book of Common Prayer, page 816.

Angelo Antonucci moved that the corporation amend its Articles of Incorporation as presented in the notice of meeting and as written in the ballots which were issued as members signed in. Lil Thompson Seconded.

Fr. Ron read the proposed amendments to the Articles of Incorporation as noted below :

1. To change the name of the Corporation from The Episcopal Church of the Resurrection to The Church of the Resurrection.

2. To change the headquarters of the Corporation from 623 Second Avenue North, Surfside Beach, SC to 8901 Hwy. 17 Bypass, Surfside Beach, SC 29575.

3. To replace the existing purpose clause contained in the Fourth section of the Articles by deleting in its entirety the existing provisions * and substituting therefore the following: "The purpose of the said Corporation is to transform lives by the resurrected power of Jesus Christ."

   * "The purpose of said proposed Corporation is operation of a Mission organized pursuant and subject to the Canons of the Protestant Episcopal Church in the Diocese of South Carolina as now in force or as hereafter may be amended, and upon being dissolved pursuant to the Canons of the Protestant Episcopal Church in the Diocese of South Carolina, automatically the offices of the Vestry, Warden, and other officers of this corporation shall become vacant, and the Standing Committee of the Protestant Episcopal Church in the Diocese of South Carolina shall become the managing body of the corporation, with full power and authority, without restriction, to liquidate the property of the corporation, to sell or mortgage its property or any part thereof, to convey any or all of its property to the Trustees of the Protestant Episcopal Church in South Carolina, and upon complete liquidation to surrender the charger of the corporation."

Fr. Ron then opened the floor to discussion. No questions or comments were raised by the congregation, therefore the matter was put to vote.

The written ballots which were issued to all members at the meeting, as well as all proxy ballots were collected and removed to tally.

Chancellor Bill Bryan explained that the Parish, as a corporation, is guided by two basic documents:

1. Articles of Incorporation, which we are voting to amend today, and

2. By-Laws. The Church of the Resurrection is currently operating under the 1983 By-Laws which are somewhat out of date. The By-Laws the Vestry thought were in place were determined to have never been ratified. Therefore, the Vestry is currently working on updating the 1983 By-Laws. Once the Vestry has voted on the document, it will be read to the congregation at the January 22, 2012 Annual Parish Meeting. However, based on the 1983 By-Laws, the proposed By-Laws cannot be adopted until the next Annual Parish Meeting in January 2013. **Mr. Bryan asked for questions from the congregation, none surfaced.**

Fr. Ron thanked Bill for his tireless work. He also thanked Senior Warden Angelo Antonucci, and introduced Vestry Clerk Cecilia Adams. Fr. Ron Thanked Treasurer Anne Steele and Junior Warden Judy McMeekin for their diligent work. Mses. Steele and McMeekin were monitoring the Ballot count.

Fr. Ron encouraged members to Grow in Christ by joining small Grow Groups for pastoral care. He reminded the congregation of the changes in upcoming Sunday Services. There will be only one service on Christmas and New Year's days. Several letters were mailed to members to request they bring up their payments to what they pledged for 2011. Also, some of the 2012 pledge cards have not been turned in. The pledges are needed to complete the reports for the 2012 Parish Meeting, and he asked for these to be submitted as soon as possible.

The congregation sang several hymns in praise of God's Glory.

Jr. Warden Judy McMeekin brought in the Ballot tally. Sr. Warden Angelo Antonucci read the results as follows:

Eligible number of voters	**342**
Needed for a quorum	**86**
Voters in attendance	**126**
Proxies	**53**
Total number of voters	**179**
Votes in Favor	**176**
Votes Opposed	**3**
Abstentions	**- - -**
Total number of votes	**179**

Fr. Ron announced the motion to amend the Articles of Incorporation passed, as presented, by a vote of 176 to 3.

Fr. Ron prayed for the three members not in agreement with the majority. He also prayed for unity of the church from the Book of Common Prayer, page 818.

Fr. Ron inquired if there was a move to adjourn. Larry Waye Moved to close the meeting and adjourn, Stan Link Seconded. Motion passed and the meeting adjourned at 4:40 p.m.

Minutes Respectfully submitted by

Cecilia Adams

Cecilia M. S. Adams
COR Vestry Clerk

SR-313-000446 2471

From	Subject	Date		Status
Mary Bateson	12-18-11 Minutes	Monday, December 19, 2011	1:19 PM	Approved
Anne Steele	12-18-11 Minutes	Monday, December 19, 2011	3:35 PM	Approved
Angelo Antonucci	12-18-11 Minutes	Monday, December 19, 2011	4:29 PM	Approved
David Robinett	12-18-11 Minutes	Monday, December 19, 2011	8:55 PM	Approved
Judy C. McMeekin	12-18-11 Minutes	Tuesday, December 20, 2011	1:44 PM	Approved
Robbie Renken	12-18-11 Minutes	Tuesday, December 20, 2011	2:27 PM	Approved
Hap Palmer	12-18-11 Minutes	Tuesday, December 20, 2011	3:29 PM	Approved
Bebe Smith	12-18-11 Minutes	Tuesday, December 20, 2011	7:53 PM	Approved
Steve Hoffmann	12-18-11 Minutes	Wednesday, December 21, 2011	9:42 AM	Approved
Fr. Ron Greiser	12-18-11 Minutes			

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

JAN 11 2012

SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

NONPROFIT CORPORATION ARTICLES OF AMENDMENT

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to the provisions of Section 33-31-1005 of the 1976 South Carolina Code of Laws, as amended, the applicant delivers to the Secretary of State these articles of amendment.

PLAINTIFF'S EXHIBIT RS-10

PENGAD 800-631-6989

1. The name of the nonprofit corporation is The Episcopal Church of the Resurrection

2. Date incorporated July 12, 1971

3. Specify (a) the text of every amendment adopted, and (b) list when each amendment was adopted:

   (a) See attached resolution

   (b) December 18, 2011

4. ☐ By checking this paragraph #4 the applicant represents that (a) approval of the amendment by the members was not required, (b) the amendment was approved by a sufficient vote of the board or directors or the incorporators. (Do not check this paragraph #4 if member vote was required or if the required vote of directors or incorporators was not obtained.)

5. If the approval of the members was required to adopt the amendment(s), provide the following information:

   (a) Designation (Classes of Membership)
   Communicants

   (b) Number of memberships outstanding
   342

   (c) Number of votes entitled to be cast by each class entitled to vote separately on the amendment
   342

   (d) Number of votes of each class indisputably voting on the amendment
   179

   (e) Complete one of the following as appropriate

   (i) Total number of votes cast for and against the amendment by each class entitled to vote separately For - 176

   Against - 3

   (ii) Total number of undisputed votes cast for the amendment by each class which was sufficient for approval for that class

Mark Hammond
South Carolina Secretary of State

120126-0005
EPISCOPAL CHURCH OF THE RESURRECTION THE
FILED: 01/11/2012
Filing Fee: $10.00 ORIG

SE-313-ROA-000478

The Episcopal Church of t[illegible] Resurrection

Nam[illegible] Corporation

6. ☐ By checking this paragraph #6 the applicant represents that approval of the amendment by some person or persons other than the members, the board, or the incorporators is required pursuant to Section 33-31-1030 of the 1976 South Carolina Code of Laws, as amended, and that the approval was obtained. (Do not mark paragraph #6 if either of these statements is not true.)

7. If the amendment provides for an exchange, reclassification, or cancellation of memberships, provisions for implementing the amendment must be set forth here if provisions are not contained in the amendment itself _____

_____

_____

8. ☐ If this corporation is converting from either a public benefit or religious corporation into a mutual benefit corporation, mark this paragraph #8 which certifies that a notice, including a copy of the proposed amendment, was delivered to the South Carolina Attorney General at least twenty days before the consummation of the amendment.

Date December 19, 2011

The Episcopal Church of the Resurrection
Name of Corporation

Angelo Antounucci
Signature of Officer

Angelo Antounucci, Senior Warden
Type or Print Name and Office

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of space on the form.
3. This form must be accompanied by the filing fee of $10.00 payable to the Secretary of State.

Return to: Secretary of State
1205 Pendleton Street, Suite 525
Columbia, SC 29201

The Episcopal Church of the Resurrection

RESOLUTION

To Amend the Articles of Incorporation

BE IT RESOLVED that the Articles of Incorporation dated July 12, 1971 be amended as follows:

1. To change the headquarters of the Corporation from 623 Second Avenue North, Surfside Beach, SC to 8901 Hwy. 17 Bypass, Surfside Beach, SC 29575.

2. To replace the existing purpose clause contained in the Fourth section of the Articles by deleting in its entirety the existing provision and substituting therefore the following: "The purpose of the said Corporation is to transform lives by the resurrected power of Jesus Christ."

SL - 313-000420

RESURRECTION EXHIBIT 11

PLAINTIFF'S EXHIBIT RS-11
PENGAD 800-631-6989

BY-LAWS

THE EPISCOPAL CHURCH OF THE RESURRECTION, SURFSIDE BEACH, SOUTH CAROLINA

ARTICLE I

SECTION I The parish is organized for the purpose of operating an Episcopal Church pursuant to the Constitution and Canons of the Protestant Episcopal Church in the Diocese of South Carolina and of the Protestant Episcopal Church in the United States of America now in force or as hereafter may be amended.

ARTICLE II

SECTION 1 Every person who has been a communicant of this church and who has regularly contributed to the support of the parish for the previous six months and has reached the age of 18 years is hereby declared a member of the congregation (organization) of the Episcopal Church of the Resurrection and shall be entitled to a seat and vote in every business meeting of the congregation.

ARTICLE III MEETING OF THE CONGREGATION

SECTION 1 There shall be an annual meeting of the members of the congregation in the church on the second Sunday in January of each year, or on some other day appointed by the Vestry upon not less than one week's notice to the congregation. Special meetings of the congregation my be called by the rector (p-iest-in-charge) or vestry whenn deemed advisable upon due notice to the congregation.

SECTION 2 Notice must be given by the rector (priest-in-charge) or vestry if there be no clergy in charge of all meetings of the congregation.

SECTION 3 At all meetings of the congregation, the rector (priest-in-charge) shall preside, but if there be no clergy, then a presiding officer shall be chosen. A secretary shall be appointed by the presiding officer.

SECTION 4 At all annual business meetings of the congregation, the following shall be the order of business:

(a) reading of the minutes of the last meeting
(b) report of the vestry and treasurer
(c) reports of committees
(d) old business
(e) new or unfinished business
(f) election of vestry
(g) election of deputies to the annual Diocesan Convention.

SECTION 5 At all meetings of the congregation, 25% of the members eligible to vote, in accordance with Canon Law, shall constitute a quorum.

SECTION 6 For the purpose of these by-laws, all persons entitled to vote shall be communicants in good standing as defined by the Constitution and Canons of the Diocese of South Carolina and the Protestant Episcopal Church in the United States of America.

ARTICLE IV

SECTION 1 The vestry of this church shall be composed of two wardens, and six vestrypersons to be elected by ballot at the annual meeting of the congregation with the vestry operating on a rotatint basis from its beginning in 1972. Vestry members shall be elected for a period of three years and wardens will serve in their posts for one year, but can be re-elected for two (2) successive years.

section 2 All communicnats in good standing who have attained the age of 21 years shall be qualified to hold office as wardens, and all communicants in good standing who have attained the age of 18 years shall be qualified to hold office as vestry members and no person shall be elected to any office who is not entitled to vote in congregational meetings as herein before defined.

SECTION 3 The vestry is empowered to fill all vacancies in its membership for an unexpired term.

SECTION 4 The vestry, shall, annually at the first meeting, after the annual congregational meeting elect a treasurer same to come from the congregation or from membership on the vestry, and at the same time shall name a secretary in a like manner. They may also name any other officers and employees as they see fit, and prescribe their duties and compensation.

SECTION 5 The duties of the wardens and vestrypersons shall be described and directed by these by-laws and by the Constitution and Canons of the Protestant Episcopal Church in the United States of America as they no exist and may herein after by altered or amended.

SECTION 6 The vestry shall be authorized and empowered to acquire and purchase real and personal property as they may deem necessary for the purposes of the corporation, and to sell the same, mortgage or otherwise dispose of it as they may deem expedient, so long as the same is done in accordance with the requirements of Canon XXVI of the Canons of the Diocese ofSouth Carolina, or any other requirement affecting the said rights as may be hereinafter enacted by the Convention of the Diocese of South Carolina. All deeds, mortgages, notes and other instruments authorized to be executed by the vestry shall be made in the name of the corporation by the Senior Warden and attested by the Secretary of the vestry, provided, evertheless that the vestry shall in no case alienate or encumber any of the eal or personal property of the corporation with the same having been first submitted o the congregation at a meeting thereof and having received the affirmative vote hereof for such alienation or encumbrance, and no alienation of property shall be ade without compliance with the Canons of the Church as they now or hereinafter rovide.

ECTION 7 The vestry shall hold monthly meetings. Special meetings may be called any time by the rector (priest-in-charge) at the request of one or more members the vestry.

ARTICLE V DUTIES OF THE SECRETARY

CTION 1 It shall be the duty of the secretary of the vestry to keep a record all of the proceedings of the vestry, and also to keep a record of all of the oceedings of the meetings of the congregation, and generally to perform such other ties as may be established by the vestry.

ARTICLE VI-DUTIES OF THE TREASURER

SECTION 1 It shall be the duty of the treasuer to receive all contributions for the support of the parish and all assessments, etc., and to disburse the same on the order of the vestry.

It shall be his (her) duty to make a report to each meeting of the vestry and annual report of the receipts and disbursements to the vestry at their last meeting prior to January 1 of each year, which report shall be examined by the vestry and presented to the annual meeting of the congregation as a part of the their annual report.

ARTICLE VII COLLECTIONS

SECTION 1 All monies collected by the parish shall be used as the vestry directs for the operation of said parish, and in addition thereto, the rector, if there be one, may maintain a discretionary fund into which he shall receive all funds designated by the vestry or other persons for such purpose or from individuals or organiztions contributing to the fund to be used in his descretion in the furtherance of his work.

ARTICLE VIII

SECTION 1 Any dissolution of this organization pursuant to the Canons of the Protestant Episcopal Church in the Diocese of South Carolina, the officers of the vestry, and other officers of the corporation or association shall automatically become vacant, and the Standing Committee of the Protestant Episcopal Church in the Diocese of South Carolina shall become the managing body of the corporation with authority to liquidate the property or any part thereof, to convey any or all the the corporation's or organization's property to the trustees of the Protestant Episcopal Church in South Carolina, and upon completion of the liquidation of said corporation or organization to cancel the charter of said corporation if said organization is a corporation.

ARTICLE IX

ECTION 1 Any article or part of any article or these by-laws which may be n conflict with the Constitution and Canons of the Diocese of South Carolina r with the Protestant Episcopal Church in the United States are void.

ection 2 No alteration or repeal of these by-laws shall be made, unless upon otion for that purpose made at an annual meeting and referred to the consideration a subsequent annual meeting of the congregation.

Adopted this 20 day of January 1983 A. D.
Surfside Beach, South Carolina

CHAIRMAN

SECRETARY

PLAINTIFF'S EXHIBIT R5-13
PENGAD 800-631-6989

Church of the Resurrection Annual Parish Meeting Minute
January 22, 2012

Call to order

Fr. Ron Greiser called to order the Parish Meeting of The Episcopal Church of the Resurrection (COR) Congregation at **2:15 p.m.** on **January 22, 2012.** He admitted his excitement about the member turn-out at parish meetings and thanked the congregation for their participation.

Welcome and Introductions

Fr. Ron introduced the members at the front table with him, consisting of Sr. Warden Angelo Antonucci, Chancellor Bill Bryan, and Clerk Cecilia Adams. He explained that under the current By-Laws (1983) Angelo is required to take a year off from his position in the Vestry. Fr. Ron thanked Angelo for outstanding service and indicated he will continue to seek Angelo's counsel when needed. Fr. Ron advised that Jr. Warden, Judy McMeekin and Treasurer, Anne Steele were in attendance, but outside processing meeting registration.

Acceptance of previous Parish Meeting Minutes

Ray Borriello Moved to accept the 2011 Annual Parish Meeting Minutes, Larry Waye Seconded. **Motion passed on a voice vote, with none opposed.** Don Rosania Moved to accept the June 5, 2011 and December 18, 2011 Parish Special Business Meeting Minutes, Mike Hans Seconded. **Motion passed on a voice vote, with none opposed.**

Treasurer Report

Anne Steele reported on the Treasurer's Annual Report for 2011as presented on page 11 of the meeting booklet. She indicated some numbers were updated from her report: over $70,000 was paid as additional principal which brought down the building mortgage $105,000. The General Operating Fund $477,776 included $15,700 from Fr. Ron's special request. We ended year with a deficit of $22,149 in Operating Funds. She related how the Finance Committee and Vestry struggled with budget and finally approved a deficit budget of $21,556. She explained we are in negotiation with three local banks to refinance the mortgage and expect a $2,000 per month reduction in expenses. Also, revenue may increase by $1,000 per month from the cell tower land lease contract.

Ray Borriello inquired to the terms of the refinance and was advised we would extend the loan to 20-years (currently loan matures in 2018) with a balloon payment.

Anne spoke on Stewardship and reminded the congregation that everything we own belongs to God. Biblical tithe is the first ten percent of our finest and best. She pleaded to keep The Church of The Resurrection in our prayers.

Fr. Ron thanked Robbie Renken and Hap Palmer for their years of service in the Vestry.

Report of the Nominating/Credential Committee

There are two Vestry seats open for the three candidates to fill. Robbie Renken explained how members were discerned as possible Vestry nominees. Two discernment meetings with the Rector and Vestry were held with the twelve members nominated, of these three agreed to run for Vestry,

Stan Link, Gail Ward, and Lyle Werner. There were no nominees raised from the floor. Ballots for Vestry were collected and removed to be counted. **Stan Link and Gail Ward each received a majority of votes cast on the first ballot, and were elected as Vestry Members.**

Fr. Ron indicated there were two delegates, Ray Borriello and Stephanie Wallace, for the Diocesan Convention. These delegates were unopposed. **Troy Hutchinson made a Motion to accept the Delegates for Convention as they are slated, Beth Sharret Seconded. Motion passed on a voice vote, with none opposed.**

Presentation of Proposed By-Laws

Judy McMeekin presented the Proposed By-Laws for congregation consideration. She advised that although members remember approving new By-Laws in 1998, the signed copy could not be procured.

(Continued on page 5)

Church of the Resurrection Annual Parish Meeting Minutes

(Continued from page 4)

Therefore, we had to revert to operating under the 1983 By-Laws. The Vestry began constructing the current Proposed By-Laws changing from a congregation led model to a Vestry led model. Also, all references of accession were removed. **Judy McMeekin made a Motion to present the By-Laws for consideration, John Toay Seconded.** Placed on floor for discussion. Judy clarified that, if accepted, these By-Laws will not go into effect right away. They will still need to be voted on at the 2013 Annual Parish Meeting. **There being no further discussion, the Chair called the question.** Ballots to accept the presentation of proposed By-Laws were collected and removed to be counted.

Rector's Address

Fr. Ron addressed the congregation and expressed his gratitude at being the rector of The Church of The Resurrection for the past two and a half years. He explained his opinion that there are two church models: the "rabbit church" and the "tortoise church". We've had a tendency to be a rabbit, starting off really hard and fast. However, we run out of steam and get distracted. Our Average Sunday Attendance (ASA) reflects the tendency to spike (299) and drop (270) accordingly. He'd like us to become a tortoise model, with proper policies in place to direct events and programs in a slow, clear, directed, predictable manner. The Church of The Resurrection is in a transitional period from a small family church to a program church. We need to develop leaders to head programs and hire staff to support a program church. However, we don't have the revenue at this time.

Fr. Ron stressed the urgency of tapping the God given gifts and abilities of the new members of The Church of The Resurrection. We need to integrate the new members into the life of the church as soon as possible. Both new members and old need to be trained in the COR policies currently in place. The church should function as a whole, each service intergraded into all programs. We cannot allow the services to become disconnected from one another. Otherwise, attendance will drop once again. What is the answer? Vestry is already functioning as part-time staff; putting in 20-hours a week on church business. We need members to step-up and lead. Fr. Ron has provided leadership skill course and the congregation is enabled to "take the ball & run with it." The leaders have to learn to seek help from other congregation members in order not to exhaust themselves.

This year we Baptized 13 adults and 6 children, added 32 families to the congregation and received 22 new pledges. However, this is still not enough. We as a church need to help turn COR to the tortoise model. Fr. Ron recommended additional reading The In-Between Church: Navigating Size Transitions in Congregations, authored by Alice Mann.

Fr. Ron thanked the entire staff of The Church of The Resurrection for doing such wonderful tireless work. He indicated Becky Bulleman was responsible for putting together the Power Point presentation for the Annual Parish Meeting, and expressed his sincere appreciation for her work.

"A Year-in-Review, 2011" - A Pictorial Retrospective

The congregation enjoyed a slide show of the various parish activities during 2011 set to musical background.

Jr. Warden, Judy McMeekin brought in and read the Ballot tally results as follows:

Eligible number of voters	337	**Needed for a quorum**	85
Voters in attendance	121	**Proxies**	14
Total number of voters	135		

Ballots to accept the presentation of proposed By-Laws results as follows:

Votes in Favor to adopt	129	**Votes Opposed**	1
Abstentions	- - -	**Total number of votes**	130

Fr. Ron concluded the meeting with a blessing and the meeting adjourned at 3:15 p.m.

Minutes Respectfully submitted by,

Cecilia M. S. Adams
COR Vestry Clerk

SR-313-000046-3480

02-19-2012 Parish Meeting

THE CHURCH OF THE Resurrection

Transforming lives with the Resurrected power of Jesus Christ
By: Encountering God, Connecting with Others, Growing in Christ, and Serving the World

PLAINTIFF'S EXHIBIT RS-14
FENGAD 800-631-6989

The Church of the Resurrection
Parish Meeting Minutes - FINAL

Sunday, February 19, 2012

Call to order

Fr. Ron Greiser called to order the Parish Meeting of The Church of the Resurrection (COR) Congregation at **3:40 p.m. on Sunday, February 19, 2012. Fr. Ron determined that the notice of the meeting, with the proposed Amendment to the Articles of Incorporation and refinancing of the bank loans had been sent to all members of the congregation.**

Attendance

At the time of this meeting, The Church of the Resurrection has three hundred sixty seven (367) eligible voters; ninety two (92) eligible voters constitute a quorum. In attendance at this meeting were sixty five (65) eligible voting members of the congregation, and thirty five (35) voting members were represented by Proxy. The quorum was met.

Fr. Ron led the congregation into prayer from the Book of Common Prayer.

The First Motion was to approve Vestry recommendation: that the corporation amend its Articles of Incorporation to change the name to "The Church of the Resurrection, Surfside" as presented in the notice of meeting and as written in the ballots which were issued as members signed in. Stan Link Seconded.

Fr. Ron then opened the floor to discussion. He explained the original name change to "The Church of the Resurrection" was not approved by the State of South Carolina. Apparently, another church already possessed this name and it cannot be duplicated. **No questions or comments were raised by the congregation; therefore the matter was put to vote on the written ballot.**

The Second Motion was to approve Vestry recommendation: that the corporation's Building Mortgage loan, financed with TD Bank, and the Rectory Loan, financed with South Atlantic Bank, be consolidated into one loan by The Conway National Bank. The new loan will total $1,018,000 repayable with 4.65% interest for five years based on a 20 year amortization schedule. Lil Thompson Seconded.

The matter was put to vote on the written ballot.

The ballots were collected and removed to be counted.

Fr. Ron indicated members were stepping up to fill needs at COR and thanked the congregation for doing so. He advised Raggs Cox, a Seminarian, will be training at COR during the summer. There will be no cost to COR for hosting him.

Congregation was advised cell tower contract has not been signed to-date. Chancellor Bill Bryan is still negotiating a contract with the cell service provider. We have asked other cell service providers to submit a bid to COR if they are interested in leasing the property. Fr. Ron asked the congregation to pray for sources of revenue and submit any ideas they may have to a Vestry member.

Fr. Ron thanked Fran Wiley for her work with the "dine around" fund raiser and noted her knowledge and contacts in publicity have enabled COR to publicize events promptly and efficiently. Fran thanked the congregation for their participation in the "dine around" and noted COR has received around $2,000 from this fund raiser. She also explained how this benefited the book giving ministry.

Prayer card Process for the Lenten season was explained and cards were made available.

Sr. Warden Judy McMeekin brought in the Ballot tally and read the results as follows:

Eligible number of voters	367
Needed for a quorum	92
Voters in attendance	65
Proxies Cast	35
Total number of voters	100

1) Proposed resolution to change name:

Votes in Favor	96
Votes Opposed	4
Abstentions	0
Total number of votes	100

Fr. Ron announced the motion to amend the Articles of Incorporation passed, as presented, by a vote of 96 to 4.

2) Approve refinancing of parish indebtedness:

Votes in Favor	98
Votes Opposed	1
Abstentions	1
Total number of votes	100

The motion to refinance the parish indebtedness passed, as presented, by a vote of 98 to 1, with 1 abstention.

Fr. Ron inquired if there was a move to adjourn. Karen Borriello moved to close the meeting and adjourn, Aliee Hutchinson Seconded. Motion passed with one opposition by Ray Borriello. The meeting adjourned at 4:05 p.m.

Minutes Respectfully submitted by

Cecilia M. S. Adams
COR Vestry Clerk

From	Subject	Date			Status
Gail Ward	**02-19-12 Minutes**	**Tuesday,**	**February 21, 2012**	**5:05 PM**	**Approved**
Mara Bateson	**02-19-12 Minutes**	**Saturday,**	**February 25, 2012**	**4:56 PM**	**Approved**
David Robinett	**02-19-12 Minutes**	**Tuesday,**	**February 28, 2012**	**8:39 AM**	**Approved**
Stan Link	**02-19-12 Minutes**				
Bebe Smith	**02-19-12 Minutes**				

SL-313-000469 ROA 7482

19-Feb-12

Called Parish Meeting

Elibible Voters	367	~~394~~	~~390~~	
Needed for Quorum	92	~~99~~	~~97.5~~	99
Voters In Attendance		65	64	
Proxies		35	35	35
Total Votes		~~100~~		64

1) Proposed resolution to change name:

In Favor	96
Opposed	4
Abstained	0
Total	100

2) Approve refinaning of parish indebtedness:

In Favor	98
Opposed	1
Abstained	1
Total	100

SL-313-0004683

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

FEB 27 2012

RESURRECTION EXHIBIT 15

PLAINTIFF'S EXHIBIT RS-15

PENGAD 800-631-6989

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

NONPROFIT CORPORATION
ARTICLES OF AMENDMENT

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to the provisions of Section 33-31-1005 of the 1976 South Carolina Code of Laws, as amended, the applicant delivers to the Secretary of State these articles of amendment.

1. The name of the nonprofit corporation is The Episcopal Church of the Resurrection

2. Date incorporated July 12, 1971

3. Specify (a) the text of every amendment adopted, and (b) list when each amendment was adopted.

   (a) The name of the church has been changed to The Church of the Resurrection, Surfside.

   (b) The amendment was adopted February 19, 2012.

4. ☐ By checking this paragraph #4 the applicant represents that (a) approval of the amendment by the members was not required, (b) the amendment was approved by a sufficient vote of the board or directors or the incorporators. (Do not check this paragraph #4 if member vote was required or if the required vote of directors or incorporators was not obtained.)

5. If the approval of the members was required to adopt the amendment(s), provide the following information:

   (a) Designation (Classes of Membership)
   Communicants

   (b) Number of memberships outstanding
   367

   (c) Number of votes entitled to be cast by each class entitled to vote separately on the amendment
   367

   (d) Number of votes of each class indisputably voting on the amendment
   100

   (e) Complete one of the following as appropriate

   (i) Total number of votes cast for and against the amendment by each class entitled to vote separately For - 96

   Against - 4

   (ii) Total number of undisputed votes cast for the amendment by each class which was sufficient for approval for that class

120307-0280 FILED: 02/27/2012
CHURCH OF THE RESURRECTION, SURFSIDE THE
Filing Fee: $10.00 ORIG

Mark Hammond South Carolina Secretary of State

SR-313-000421

6. ☐ By checking this paragraph #6 the applicant represents that approval of the amendment by some person or persons other than the members, the board, or the incorporators is required pursuant to Section 33-31-1030 of the 1976 South Carolina Code of Laws, as amended, and that the approval was obtained. (Do not mark paragraph #6 if either of these statements is not true.)

7. If the amendment provides for an exchange, reclassification, or cancellation of memberships, provisions for implementing the amendment must be set forth here if provisions are not contained in the amendment itself _____

8. ☐ If this corporation is converting from either a public benefit or religious corporation into a mutual benefit corporation, mark this paragraph #8 which certifies that a notice, including a copy of the proposed amendment, was delivered to the South Carolina Attorney General at least twenty days before the consummation of the amendment.

Date February 22, 2012

The Episcopal Church of the Resurrection
Name of Corporation

Judy C McMeekin
Signature of Officer

Judy C. McMeekin, Senior Warden
Type or Print Name and Office

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of space on the form.
3. This form must be accompanied by the filing fee of $10.00 payable to the Secretary of State.

Return to: Secretary of State
1205 Pendleton Street, Suite 525
Columbia, SC 29201

PLAINTIFF'S EXHIBIT PS-16
PENGAD 800-631-6989

THE CHURCH OF THE Resurrection

Transforming lives with the Resurrected power of Jesus Christ By: Encountering God, Connecting with Others, Growing in Christ, and Serving the World

The Church of the Resurrection, Surfside (COR) Special Vestry Meeting Minutes - FINAL

Thursday, January 3, 2013

Call to order

Fr. Ron Greiser called to order the special meeting of The Church of the Resurrection (COR) Vestry at **6:10 p.m.** on **Thursday, January 3, 2013.**

Attendance

In attendance were Fr. Ron Greiser, Judy McMeekin, Anne Steele, Steve Hoffmann, David Robinett, Bebe Smith, Stan Link, Mara Bateson, Gail Ward, Bill Bryan, and Cecilia Adams.

Jesus Watch

Vestry discussed their recent experiences where they have seen Jesus... a.k.a. "Jesus Watch" at The Church of the Resurrection and elsewhere.

Anne Steele reported the Advent Boxes rendered over $1,000 in additional revenue.

Fr. Ron led the Vestry into prayer.

Fr. Ron indicated the Special Meeting was called to address four specific items. Fr. Ron asked the Chancellor Bill Bryan to explain the purpose of the following documents:

I. THE CHURCH OF THE RESURRECTION, SURFSIDE – RESOLUTION TO RATIFY NAME CHANGE – attachment 1

Bill reviewed the contents of the Resolution and indicated the Resolution would confirm the Vestry's intent to change the name of the parish to The Church of the Resurrection, Surfside in conformity with the Articles of Amendment adopted by the parish membership in February, 2012. **Judy McMeekin made a Motion to ratify and adopt the Articles of Amendment to change the name of the corporation from The Episcopal Church of the Resurrection to The Church of the Resurrection, Surfside. David Robinett Seconded. There was no discussion. Stan Link Called the Question and Motion passed with no objections and no abstentions.**

II. THE CHURCH OF THE RESURRECTION, SURFSIDE – RESOLUTION TO ADOPT PROPOSED BY-LAWS – attachment 2

Bill explained the Resolution and said that if the Vestry wanted, it could show it's support for the adoption of the Proposed By-Laws, which were initially presented at the January, 2012 Annual Meeting, and which are to be voted on by the membership of the parish at the Annual Meeting on January 13, 2013. **Mara Bateson made a Motion to adopt and approve the Proposed By-Laws, subject to the final vote of the congregation on January13, 2013. Steve Hoffmann Seconded. There was no discussion. Anne Steele Called the Question and Motion passed with no objections and no abstentions.**

III. THE CHURCH OF THE RESURRECTION, SURFSIDE – RESOLUTION – attachment 3

Bill reviewed the events preceding the Resolution and indicated the Resolution would clarify Vestry's position, Fr. Ron indicated the vote at the recent Diocesan Convention supported adoption of the Resolution. Bebe Smith observed that the word "the" needed to be capitalized when referring to "The Episcopal Church". Furthermore, the acronym "TEC" should be added after the initial mention of "The Episcopal Church" and used thereafter in the document when referring to The Episcopal Church. The group concurred. **Stan Link made a Motion to adopt the Resolution as presented, with the name correction suggested by Bebe, to indicate we are no longer affiliated with TEC, our continued affiliation with the Protestant Episcopal Church in the Diocese of South Carolina, her Standing Committee and Bishop Lawrence, to repudiate the actions of "TEC" as set forth in the text of the Resolution . Bebe Smith Seconded. There was no discussion. Anne Steele Called the Question and Motion passed with no objections and no abstentions.**

IV. INDEMNIFICATION AGREEMENT – attachment 4

Vestry entered Executive Session to discuss legal issues. Vestry exited the Executive Session. **Anne Steele made a Motion for the Church of the Resurrection, Surfside to execute and deliver Indemnification Agreements in the form presented to all present and future members of the Vestry including the Rector, Senior and Junior Wardens as Indemnitees, with the Senior Warden and Clerk being authorized to sign all documents, including one in favor of the Senior Warden. Gail Ward Seconded. There was no discussion. Stan Link Called the Question and Motion passed with no objection and no abstention.**

Senior Warden Judy McMeekin and Vestry Clerk Cecilia Adams signed an Indemnification Agreement for each Vestry member, including the Rector and Wardens. Kory Hall and Heidi Jones were brought into the meeting to witness the signatures on the documents.

V. ADJOURNMENT

Bebe Smith made a Motion to adjourn. Gail Ward Seconded. Motion passed with no objections and no abstentions.

The meeting adjourned @ 7:10 p.m. and Vestry closed in prayer around the Altar.

Minutes respectfully submitted by

Cecilia Adams, COR Vestry Clerk

From	Subject	Date		Time	Status
Mara Bateson	01-03-13 Minutes	Tuesday,	January 8, 2013	3:36 PM	Approved
Gail Ward	01-03-13 Minutes	Tuesday,	January 8, 2013	6:34 PM	Approved
Anne Steele	01-03-13 Minutes	Tuesday,	January 8, 2013	6:38 PM	Approved
Stan Link	01-03-13 Minutes	Tuesday,	January 8, 2013	9:06 PM	Approved
Bebe Smith	01-03-13 Minutes	Tuesday,	January 8, 2013	9:27 PM	Approved
Steve Hoffmann	01-03-13 Minutes	Wednesday,	January 9, 2013	7:39 AM	Approved
Judy McMeekin	01-03-13 Minutes	Wednesday,	January 9, 2013	8:06 AM	Approved
David Robinett	01-03-13 Minutes	Wednesday,	January 9, 2013	9:01 AM	Approved

SR-313-000443 ROA 7487

THE CHURCH OF THE RESURRECTION, SURFSIDE

RESOLUTION TO RATIFY NAME CHANGE

WHEREAS, by Resolution adopted by the Vestry on November 21, 2011, the Vestry voted to change the name of the Parish to The Church of the Resurrection;

WHEREAS, at a special meeting of the Parish on December 28, 2011, the Parish also voted to amend the Articles of Incorporation to change the name of Parish to The Church of the Resurrection; and

WHEREAS, upon filing the Articles of Amendment, the Secretary of State reported that the new name was unavailable; and

WHEREAS, at a special meeting of members of the congregation held on February 19, 2012, the congregation voted to amend the Articles of Incorporation to change the name of the Parish to The Church of the Resurrection, Surfside; and

WHEREAS, Vestry deems it appropriate to adopt this Resolution ratifying the Articles of Amendment filed with the Secretary of State of South Carolina on February 27, 2012, changing the name of the church from The Episcopal Church of the Resurrection to The Church of the Resurrection, Surfside.

NOW, THEREFORE, be it

RESOLVED, that the Vestry hereby ratifies and adopts the Articles of Amendment to change the name of the corporation from The Episcopal Church of the Resurrection to The Church of the Resurrection, Surfside.

The Vestry of The Church of the Resurrection, Surfside duly adopted the foregoing resolution on January 3, 2013.

SR-313-000448 ROA 7488

[redacted]

Judy C. McMeekin, Senior Warden

Cecelia Adams, Secretary

[redacted]

THE CHURCH OF THE RESURRECTION, SURFSIDE

RESOLUTION TO ADOPT PROPOSED BY-LAWS

WHEREAS, the existing By-Laws of The Church of the Resurrection, Surfside dated January 20, 1983, provide that..."No alteration or repeal of these by-laws shall be made, unless upon motion for that purpose made at an annual meeting and referred to the consideration of a subsequent annual meeting of the congregation"; and

WHEREAS, the attached Proposed By-Laws were presented to the congregation at its annual meeting on January 22, 2012, and received a motion and a second, as well as an overwhelmingly favorable vote for their adoption; and

WHEREAS, these proposed By-Laws shall be voted on by the congregation at the next annual meeting of the Parish which is to be held on January 13, 2013; and

WHEREAS, the Vestry of The Church of the Resurrection, Surfside deems it appropriate to adopt this resolution to evidence the due consideration by the Vestry on the question of whether to adopt the proposed amended By-Laws and for the Vestry to adopt the Proposed By-Laws;

NOW, THEREFORE, be it

RESOLVED, that the Vestry has fully considered and discussed the proposed By-Laws which are attached hereto and incorporated herein by reference; be it

FURTHER RESOLVED, that the Vestry after motion, second, and unanimous vote hereby adopts and approves the Proposed By-Laws, subject to the final vote of the congregation on January 13, 2013.

SR-313-0007496

The Vestry of The Church of the Resurrection, Surfside duly adopted the foregoing resolution on January 3, 2013.

Judy C. McMeekin, Senior Warden

Cecilia Adams, Secretary

SR-313 ROA_009447 7491

See Resurrection's Exhibit 12 for pages 7 through 18 of these minutes, the Proposed Amended By-Laws.

THE CHURCH OF THE RESURRECTION, SURFSIDE

RESOLUTION

WHEREAS, the Standing Committee of the Protestant Episcopal Church in the Diocese of South Carolina ("Dioceses of South Carolina"), in a resolution passed on October 2, 2012, disaffiliated from The Episcopal Church (TEC) by withdrawing the Diocese's accession to the Constitution of, and its membership in, TEC; and

WHEREAS, the Vestry of The Church of the Resurrection, Surfside desires to state its intention to remain affiliated with the Diocese of South Carolina with no accession to the Constitution of, nor membership in, TEC; therefore be it

RESOLVED, that we the undersigned Vestry of The Church of the Resurrection, Surfside hereby declare that we are no longer in any relationship with TEC, nor are we in union with it, but remain affiliated with the Protestant Episcopal Church in the Diocese of South Carolina, her locally elected Standing Committee, and her rightful Bishop, the Rt. Rev. Mark J. Lawrence. By stating this, we declare that we fully support the Diocese's disaffiliation from TEC and that, as God has sent Bishop Lawrence to be our Bishop, only God has authority to declare otherwise; and be it

FURTHER RESOLVED, that the Vestry of The Church of the Resurrection, Surfside repudiates the actions of TEC purportedly taken against our Bishop and declares null and void any claim by any members or representatives of TEC to have any authority over God's congregation at The Church of the Resurrection, Surfside including the real and personal property held for it's benefit.

The Vestry of The Church of the Resurrection, Surfside duly adopted the foregoing resolution on January 3, 2013.

Judy C. McMeekin, Senior Warden

Cecelia Adams, Secretary

SR-313-000455

INDEMNIFICATION AGREEMENT

This Agreement ("Agreement") is made and entered into this 3RD day of January, 2013, by and between The Church of the Resurrection, Surfside, a qualified charitable organization ("COR"), and _____ ("Indemnitee").

WHEREAS, COR maintains a Directors and Officers Liability Insurance Policy to provide the Vestry legal defense and liability protection for claims arising out of and/or related to decisions made on behalf of COR by the members of the Vestry;

WHEREAS, certain questions have arisen about the sufficiency of the protection afforded to the members of the Vestry by the above-referenced liability insurance or any other insurance maintained by COR;

WHEREAS, in recognition of the need to provide members of the Vestry, including Indemnitee, with protection against personal liability for claims arising out of Indemnitee's service on the Vestry, COR has determined and agreed to enter into this Agreement with Indemnitee.

NOW, THEREFORE, in consideration of Indemnitee's service as a member of the Vestry, the sufficiency of which is hereby acknowledged, COR and Indemnitee agree as follows:

1. Indemnification of Indemnitee. Subject to the below terms and conditions, COR agrees to defend, indemnify, and/or HOLD HARMLESS Indemnitee if Indemnitee is named as a defendant in any lawsuit arising out of Indemnitee's service on the Vestry, provided that acts or omissions of the Indemnitee complained of in any such lawsuit were within the scope of such Vestry service.

2. Impact of Insurance. The obligations of the COR provided in Paragraph 1 apply regardless of whether insurance coverage exists for Indemnitee under any policy of insurance issued to COR.

3. Notice of Indemnitee. Indemnitee shall provide written notice to COR's Chancellor of any lawsuit filed against Indemnitee to which this Agreement applies within ten (10) days of being served with the lawsuit. Notice to COR's Chancellor includes providing a complete copy of all papers served on Indemnitee, and the date those papers were served on Indemnitee.

4. Response of COR to Notice. Upon timely notice to COR's Chancellor of all papers served on Indemnitee, COR will select and provide an attorney to represent the Indemnitee, such attorney may be the Chancellor or another attorney retained by COR. Indemnitee may retain counsel of his/her choosing, however COR shall not be required to pay those attorney's fees, so long as COR has provided an attorney.

5. Failure of Indemnitee to Notify and Respond. In the event Indemnitee fails to timely notify COR of any lawsuit filed against Indemnitee to which this Agreement applies, then COR shall have no obligation to defend, indemnify, and/or hold harmless Indemnitee.

6. Duration of Agreement. This Agreement shall become effective immediately upon execution of COR, shall remain in effect for the duration of Indemnitee's Vestry term, and shall survive Indemnitee's Vestry term.

7. Remedies for Church's Default. If COR fails to defend, indemnify, and hold harmless Indemnitee as required by this Agreement, then Indemnitee shall have the right to seek specific performance against COR and/or seek damages against COR, including the costs and attorney's fees associated with defending any lawsuit filed against Indemnitee arising out of Indemnitee's Vestry service, any judgment entered against Indemnitee or settlement paid by Indemnitee in any lawsuit filed against Indemnitee arising out of Indemnitee's Vestry service, and any costs and attorney's fees associated with any lawsuit filed by Indemnitee against COR to enforce this Agreement.

8. Subrogation. In the event of any payment made to or on behalf of Indemnitee pursuant to this Agreement, COR shall be subrogated to the extent of such payment to all the rights of recovery of Indemnitee against any third party or policy of insurance that may have coverage for the lawsuit resulting in the indemnification payments. Following receipt of indemnification payments, Indemnitee shall execute all papers required and take all action reasonably necessary to secure such rights, including execution of such documents as are reasonably necessary to enable COR to bring suit to enforce such rights.

9. Governing Law, Venue and Construction. This Agreement shall be governed by and interpreted under the law of the State of South Carolina. The Court of Common Pleas in Horry County shall have exclusive jurisdiction to enforce and interpret this Agreement.

10. Waiver/Severability. The COR and Indemnitee agree that no waiver by either the Church or Indemnitee of any particular provision or right under this Agreement shall be deemed to be a waiver of any other provision or right. COR and Indemnitee further agree that each of them intends each provision and term of this Agreement to be severable from the others so that if any particular provision or term is or is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remaining provisions and terms of this Agreement.

11. Binding Nature of the Agreement. This agreement is binding upon COR and Indemnitee and their respective successors, executors, assigns, fiduciaries, heirs, or any other party or person who may succeed to their interests. COR and Indemnitee each warrant that they have the legal right and authority, to the fullest extent of the

SR-313-000457

law, including by exercising any and all legal and equitable rights and powers on behalf of any entity, to enter into this Agreement and to bind the person or party on whose behalf he, she, or it signs.

IN WITNESS WHEREOF, the undersigned have set their hand and seal hereto on the date(s) set forth above:

WITNESSES

THE CHURCH OF THE RESURRECTION, SURFSIDE

_____ By:_____

_____

_____ By:_____

_____

SE-313-000458

Addendum

In accordance with Vestry's 01-03-13 Motion: Indemnification Agreements were executed and delivered in the form presented above to all current Vestry members, including the Rector, Senior and Junior Wardens, as listed below:

1. Cecily Trezvant Jones Smith
2. Stanley Alois Link
3. Mara Renee Bateson
4. Anne Stafford Steele
5. David Wayne Robinett
6. Judy C. McMeekin
7. Gail Corell Ward
8. The Rev. Ronald Edmund Greiser, Jr.
9. Steven Hoffmann, Sr.

Indemnification Agreements shall be executed and delivered to future members of the Vestry as needed.

SR-313-000459
ROA_ 7498

PLAINTIFF'S EXHIBIT RS-17
PENGAD 800-631-6989

THE CHURCH OF THE Resurrection

Transforming lives with the Resurrected power of Jesus Christ
By: Encountering God, Connecting with Others, Growing in Christ, and Serving the World

The Church of the Resurrection
Annual Parish Meeting Minutes - FINAL

Sunday, January 13, 2013

Call to order

Fr. Ron Greiser called to order the Parish Meeting of The Church of the Resurrection (COR) Congregation at **2:10 p.m.** on **Sunday, January 13, 2013.** Fr. Ron opened the meeting with prayer.

Welcome and Introductions

Fr. Ron acknowledged and thanked COR Administrative Assistant Donna Lundsford and COR Finance Assistant George Walkey who volunteered to staff the registration station, thereby allowing all COR members to attend the Annual Parish Meeting. He then introduced the members at the front table with him, consisting of Sr. Warden Judy McMeekin, Treasurer Anne Steele, Chancellor Bill Bryan, and Clerk Cecilia Adams. He thanked each member for their service and the large amount of time and work each has devoted to COR business during the past year.

Acceptance of previous Parish Meeting Minutes

Fr. Ron opened the forum. **Lil Thompson Moved to accept the 2012 Annual Parish Meeting Minutes, Beth Sharrett Seconded. Motion passed on a voice vote, with none opposed.**

Report of the Nominating/Credential Committee

David Robinett reported that twenty-one prospective candidates received letters advising them they had been nominated as potential candidates. He explained how members were discerned as possible Vestry nominees. Two discernment meetings with the Rector and Vestry were held with the twenty-one members nominated, of these:

Not Eligible	2
Declined invitation to Discernment Meeting	7
No Response to Invitation	1
Accepted Invitation to Discernment Meeting	11
Total Number of Potential Candidates	21
Accepted After Discernment	5
Declined After Discernment	6
Total Responses to Discernment	11

Fr. Ron introduced the five Vestry candidates as: Bob Bentz, Denise Cornwell-Ezrin, George Ellison, Gene Posey, and Lyle Werner. **Andy Kearney made a Motion to accept the five candidates for Vestry as slated, Stan Link Seconded. Motion passed on a voice vote, with none opposed.** There were no nominees raised from the floor. Fr. Ron asked the congregation to vote for three candidates. Ballots for Vestry were collected and removed to be counted. **Bob Bentz, Denise Cornwell-Ezrin, and Gene Posey each received a majority of votes cast on the ballot, and were elected as Vestry Members.**

Ballots were collected by volunteers. Fr. Ron advised that David Robinett, Donna Lundsford, and George Walkey would be conducting the ballot count.
David Robinett indicated five names were submitted for Diocesan Convention Delegates. The candidates attended a discernment meeting and all five chose to run for the position. The candidates are: Becky

Bulleman, Richard Martin, Bebe Smith, Gail Ward, and Ken Werner. **Larry Waye made a Motion to accept the Delegates for Convention as slated, Dick Martin Seconded. Motion passed on a voice vote, with none opposed.** There were no nominees raised from the floor. Fr. Ron asked the congregation to vote for two Delegates. Ballots were collected and removed to be counted. **Bebe Smith and Ken Werner each received a majority of votes cast on the second ballot, and were elected as Delegates for Convention.**

Bebe Smith and Ken Werner will serve a three (3) year term as Delegates for Convention as follows: first year is served as an Alternate Delegate, the second year as a Junior Delegate and the final year as a Senior Delegate.

Fr. Ron thanked all the people who entered their names for delegate election.

Presentation of Proposed By-Laws

Bill Bryan explained that the vote to change our name to "Church of the Resurrection, Surfside" and remove "Episcopal" was accomplished by amending the Articles of Incorporation over a year ago. The accession language was removed from our Articles of Incorporation also over a year ago. Accession language is also in the By-Laws, however, while the Articles of Incorporation can be amended by one vote of the parish, the amendment of the By-Laws takes one year. He outlined that the By-Laws proposed at the Parish Meeting in January 2012 for congregation consideration was an amalgamation of several templates provided by neighboring churches. The 1983 By-Laws were a congregation led model and the 2013 By-Laws are a Vestry led model. This will enable the Vestry to make decisions such as financing the purchase of the lawnmower without a congregational vote. Also, all references of accession were removed. The 1983 By-Laws stated "The Vestry of this church shall be composed of two wardens and six vestry persons". In the 2013 By-Laws this was updated to "The Vestry shall consist of eight to twelve (8-12) elected confirmed members of the congregation together with the Rector. The Vestry shall also include, in addition to those members elected by the congregation, the Senior Warden when appointed pursuant to Section 9 a) herein". The 2013 By-Laws also outlined that a Vestry member shall be a "confirmed member" and defines a "confirmed member of The Church of The Resurrection is a baptized member according to Section 1 above who has also been confirmed by a bishop who is in apostolic succession." One of the most important changes is the removal of the accession language from the By-Laws. Another is to decrease the time it takes to amend the By-Laws. Bill advised the congregation that the Vestry recently met and adopted the 2013 By-laws, subject to the vote of this congregation today. He advised that the congregation had to vote to amend the Bylaws. **Dick Martin made a Motion to adopt the By-Laws Ray Borriello Seconded.** By-Laws were placed on floor for discussion. **There being no further discussion, John Toay called the question. The Motion on the Ballot to repeal the existing By-Laws and to adopt the proposed By-Laws that were first presented at the January 22, 2012 Annual Parish Meeting.** Fr. Ron asked the congregation to post their vote on the ballot. Ballots to accept the proposed By-Laws were collected and removed to be counted.

Fr. Ron thanked each member of the congregation for their involvement in The Church of the Resurrection. Our members have not hesitated to volunteer for the variety of ministries underway and the attitude of caring and love for each other is clearly felt. Fr. Ron also thanked the members for their monetary contributions which enabled us to end the year in the black.

Treasurer Report

Anne Steele thanked the congregation for allowing her to serve as the Treasurer for The Church of the Resurrection. She reported on the Treasurer's Annual Report for 2012 as presented on page 12 of the meeting booklet. Anne stated that we saw increases in membership, attendance, and in giving. We began 2012 with a deficit budget, but were able to end the year with a small surplus. She reported that an energy audit was conducted in 2012 and Gene Posey initiated 80-90% of the recommendations made in the audit, and we are already noticing savings in utility bills. Our congregation is beginning to avail themselves of the "on-line giving" tool on the COR website. Anne explained that this is a secure website and only Financial Assistant George Walkey sees the information provided by the members. She further reported that George has revised the Consolidated Revenue and Expense Statement to a one page format which is attached to the Vestry Minutes and posted on the COR bulletin board each month.

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She indicated Ken Werner was appointed Chairman of Stewardship and Long Range Planning Committee by the Finance Committee. The Columbarium Perpetual Care Reserve Fund was created and will be funded by a specific amount from the sale of each niche. Also, a Building Fund Reserve with a retained balance in the Building Fund account will be funded from a portion of any surplus, if it is appropriate and if there is a surplus. She announced that we are headed in the right direction.

Anne directed the congregation to the 2012 Financial Reports. The Corrected Consolidated Revenue and Expense Summary replaced page 14 of the meeting booklet shows the 2012 Net Revenue-Expense at $13,623. The 2013 Annual Budget has a Net Revenue-Expense of negative $5,148. Therefore, we were not able to budget for a Priest Assistant in 2013. We were able to increase the Youth Director from one-half time to full time and increase the hours and rate for the Communications Assistant. Also, a three percent (3%) cost-of-living raise was budgeted for the other staff members.

A member of the congregation thanked Anne for her hard work and complimented her performance. The rest of the congregation joined in the praise.

Anne projected a pie chart comparison of Revenue & Expenses and explained the distribution of donations. Anne asked congregation if they had any questions regarding finances:

Ray Borriello inquired why we do not show depreciation. Anne indicated that as a charitable organization, we don't pay taxes and do not need to show depreciation. However, we do set up Capital Reserve Funds to monitor property.

Ed Sharrett asked how long are we tied into the current mortgage rates? Anne replied that we committed to a five year term and will be able to renegotiate rates at the end of this term.

There were no further questions from congregation and Anne completed her presentation.

Judy advised congregation the registration desk reported 110 members signed in, but only 102 ballots were collected. She asked everyone to make sure they cast their vote.

Rector's Address

Fr. Ron addressed the congregation and expressed his gratitude at being the rector of The Church of The Resurrection. Fr. Ron stated it was a pleasure and an honor to see the congregation move into health by conducting general housekeeping and moving into a healthy administration of The Church of the Resurrection. We are missionaries of the Gospel constantly sending out and going out to impress on the culture what we gain here by our mission "To Transform lives with the Resurrected Power of Jesus Christ." The money and man-hours spent by members of COR have increased dramatically over the years as we branch out to the community. The leaders of ministry cannot approve every request and idea that comes across their desks. They have to choose the things we do that support the mission of COR; "does it transform us in Jesus Christ." Unfortunately we can be sidetracked by the news we read and hear about "The Episcopal Church" (TEC). It is important that we keep our identity about who we are and what we are doing. Are we in litigation? No. Did we modify our By-Laws in support of our Bishop? Yes. TEC is circulating a campaign of confusion. They have called a convention and have self designate delegates to attend this convention. Fr. Ron projected a clip from the movie Up which shows the short attention span and easy distractibility by squirrels of the dog on the clip. He asked the congregation not to be distracted by "squirrels". Fr. Ron asked the congregation to pray for him and the Vestry to find their way through the distractions. COR will continue to hold Town Meetings when necessary to inform the congregation of ongoing events. We are here to be ministers of the Gospel and as a congregation to remain focused; "beware of squirrels".

Fr. Ron thanked the staff of The Church of The Resurrection for their tireless work.

Fr. Ron thanked Judy McMeekin, Bebe Smith, and David Robinett for their years of service in the Vestry.

Beth Sharrett stated her appreciation for the music and commended the choir's performance. She admitted being impressed by their work and praised this wonderful ministry that truly enhances our church.

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Steve Vahey reported that one of his friends, who attends a Catholic church in Garden City, commented on the extent of community outreach programs by COR. He observed that we have become an example to other churches.

Fr. Ron advised congregation that the new By-Laws, if adopted, will increase the Vestry from eight (8) to twelve (12). Therefore, we will have another meeting on January 27, 2013 to elect additional Vestry members; i.e. the other two people on the slate will be eligible for election if the By-Laws pass.

A member indicated she works full time and cannot volunteer for the events during working hours. She asked to consider conducting some events after-hours.

Sr. Warden's Address

Judy McMeekin stated it has been a challenge and a joy to serve The Church of The Resurrection. A challenge because so many difficult issues perpetuated by TEC rose during her term; necessity for a name change and new By-Laws. And a joy to watch the ministries grow and develop. She considered role of the wardens. As the Junior Warden watches over the people and property, and the Treasurer watches over the finances, the Senior Warden watches over the Rector. Judy stated it is her duty to care for him and support him, and to ensure the position of rector has support around him from the staff and vestry. Judy referred to her Report of the Senior Warden page 17 of the meeting booklet. She captioned a history of Moses from the Book of Exodus. While the Israelites were in battle with the Amalekites, the Israelites would win when he held his hands up, and lost when he lowered his hands. Eventually, Moses tired and could not hold his hands up. This is when "Aaron and Hur stood on either side of him and held his hands up, so that his hands remained steady till sunset." Judy explained that on one side stood Hur, he represented the staff, volunteers, and administrators at COR, on the other side stood Aaron, He represented the priestly functions. Fr. Ron does not have a fulltime assistant priest because we did not have the money in the budget, but he sorely needs some assistance in this field. Another way to care for Fr. Ron is to make sure he has enough respite . The vestry encourages, and sometime enforces Fr. Ron to take time for respite. Judy reiterated that it was her honor to serve as Senior Warden for the Vestry of The Church of the Resurrection.

Fr. Ron expressed his frustration at not being able to get to everyone's house that is sick and to hospitals of ailing members due to physical restraints. He confessed this has taken a mental toll on him and admits he needs assistant clergy to help with Pastoral duties.

Fr. Dana Boynton commented that Fr. Ron looked and acted different after his recent vacation/rest. His gift of creativity and vision was restored with respite. COR's Average Sunday Attendance (ASA) is around 150. An attendance of this size requires two full time clergy. Weekly events can reach 350 people in attendance and congregation requires pastoral participation, which can be exhausting for just one person. Fr. Dana reminded the congregation that he is nota fulltime priest and does not want to be fulltime. We are entering another year where we are going to assume Fr. Ron's creativity will be there and will not be inhibited by his workload. Each one of us at the congregational level need to make sure this happens.

"A Year-in-Review, 2012" - A Pictorial Retrospective

Fr. Ron introduced the montage of photographs and the congregation enjoyed a slide show of the various parish activities during 2012 set to musical background. He indicated Kory Hall put together the Power Point Pictorial from photos gathered from COR and contributed by other members.

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Chancellor Bill Bryan brought in and read the Ballot tally results as follows:

Eligible number of voters	**351**
Needed for a quorum	**88**

Ballots to repeal the existing By-Laws and to adopt the proposed By-Laws that were presented at the January 22, 2012 Annual Parish Meeting results were as follows:

	In Attendance	By Proxy	Total
Votes IN FAVOR to adopt By-Laws	**99**	**47**	**146**
Votes OPPOSED to adopt By-Laws	**2**	**0**	**2**
Abstentions	**9**	**1**	**10**
Total number of votes	**110**	**48**	**158**

The new By-Laws were ratified.

Andy Kearny made a Motion to thank the Vestry members, Bebe Smith, David Robinett, and Judy McMeekin, who are exiting at this time. Donna Scheeler Seconded. Motion passed on a voice vote, with none opposed.

Yvonne made a Motion to adjourn, Alexanda Seconded. Motion passed on a voice vote, with none opposed. Fr. Ron concluded the meeting with a blessing and the meeting adjourned at 3:29 p.m.

Minutes Respectfully submitted by

Cecilia M. S. Adams
COR Vestry Clerk

SC-313-0004793

BY-LAWS OF THE CHURCH OF THE RESURRECTION, SURFSIDE BEACH, SOUTH CAROLINA



Adopted January 13, 2013

ARTICLE I
PREAMBLE

We, the visible Church of Christ duly assembled as the congregation known as The Church of The Resurrection, a not-for-profit corporation existing under the laws of the State of South Carolina; as provided in the Articles of Incorporation and duly filed in the office of the Secretary of State of South Carolina, in which the Word of God is preached and the Sacraments duly administered pursuant to Christ's ordinance, do hereby adopt and declare, after due notice being given, the following to be the lawful by-laws. These by-laws were created to induce and provide for the good governance of the congregation. The mission of The Church of The Resurrection is to transform lives by the resurrected power of Jesus Christ.

ARTICLE II
MEMBERSHIP

Membership in The Church of The Resurrection shall be open to all persons who believe in their hearts and profess with their lips that Jesus Christ is Lord. There are two categories of active membership in The Church of The Resurrection, baptized members and confirmed members. Division of membership into categories does not create separate classes for voting, and voting is not by class.

1. A baptized member of The Church of The Resurrection is any person who has been baptized with water in any Christian church in the name of the Father, and of the Son, and of the Holy Spirit, that the person participates in worship, partakes of the Holy Eucharist at least three times per year, and gives of his/her time, talent, and financial resources to The Church of The Resurrection in the preceding twelve (12) months, who is eighteen (18) years of age, and who is enrolled as a baptized member of The Church of The Resurrection.

2. A confirmed member of The Church of The Resurrection is a baptized member according to Section 1 above who has also been confirmed by a bishop who is in apostolic succession.

ARTICLE III
PARISH MEETINGS

1. Annual Meeting: There shall be an annual meeting of the members of the congregation in the church in January of each year, or on some other day appointed by the Vestry upon not less than 21 day's notice to the congregation.

2. Voting: Every member of The Church of The Resurrection as described in Article II can vote in all elections. There is no voting by category or class. Both categories of members vote together without distinction by category or class. Unless otherwise provided by law or these by-laws, all motions and any other items upon which votes are made, shall be carried by more than fifty (50%) percent of those members in attendance in person or by proxy at the meeting. Elections of candidates on a second ballot shall be in accordance with the provisions of Section 5 of this article. Voting by proxy shall be permissible, and shall count towards a quorum.

3. Conduct of the Meeting: At any meetings of the Church, the Rector shall preside. If there be no Rector, or if the Rector is absent, then the Senior Warden shall preside. In the absence of both a Rector and the Senior Warden, the Junior Warden shall preside.

4. Order of Business: The business at all Annual Meetings of The Church of The Resurrection shall include the election of the Vestry, convention delegates, and other positions, and the presentation of the minutes of the last Annual Meeting. Additionally, the Treasurer shall provide a current financial report of The Church of The Resurrection, and each ministry of The Church of The Resurrection may provide a report setting forth its activities during the prior year. The Vestry and the Rector shall set forth any other items of business.

5. Elections: All Parish elections to fill positions at The Church of The Resurrection shall be conducted by written secret ballot. All members in attendance are entitled to voice and vote. A candidate must receive a majority of ballots cast. In the event that a majority vote is not received by the number of candidates necessary to fill all open positions, a subsequent ballot shall be taken. On the second ballot, the number of candidates shall be limited to twice the number of vacancies. The field of candidates on the second ballot shall be based on these candidates receiving the highest number of votes, but less than a majority. On the second ballot, the candidates receiving the most votes, whether a majority or not, shall be elected to fill the remaining vacancies.

6. Special Meetings of the Congregation: Special Meetings of the congregation may be called at such times as the Rector or the Vestry may deem advisable with a minimum three (3) day's notice. Notice of meetings shall be announced in the various electronic and printed media of the church, and by the officiant at the regularly scheduled Sunday services in advance of the date of the scheduled meeting. The purpose of the meeting shall also be given with the notice.

7. Quorum: Twenty-five (25%) percent of the members of The Church of The Resurrection as described in Article II shall constitute a quorum at all meetings.

ARTICLE IV
VESTRY

1. Responsibility: The Vestry shall be the governing board of The Church of The Resurrection and shall have charge of all temporal matters of the Church.

2. Composition: The Vestry shall consist of eight to twelve (8-12) elected confirmed members of the congregation together with the Rector. The Vestry shall also include, in addition to those members elected by the congregation, the Senior Warden when appointed pursuant to Section 9 a) herein.

3. General Qualifications: Each member of the Vestry shall:

   a) be a confirmed member of the congregation of The Church of The Resurrection.

   b) should further illustrate godly character with a level of wisdom and maturity that is respected by the congregation. These are qualifications not only for election but also for continued service on the Vestry.

4. Terms of Office: Vestry Members shall be elected to a three-year term of office. Terms shall be staggered so that, as nearly as possible, one third of the Vestry shall be elected at each Annual Meeting. A Vestry Member who has served a full three year term shall be required to wait a period of one (1) year before becoming eligible for reelection to the Vestry.

5. Vacancies: A vacant seat on the Vestry shall be filled through the election by the Vestry of a confirmed member of the congregation, who shall serve the interim period until the next Annual Meeting at which elections are held. The vacant position will then be filled in the Vestry elections at the next Annual Parish Meeting, and the person elected by the Vestry to fill the interim period shall be eligible for election at the Annual Parish Meeting to complete the unexpired term.

6. Conflict-of-Interests: No person receiving any compensation from The Church of The Resurrection, nor an immediate family member of that person (same household), shall be eligible to be a member of the Vestry with the exception of the Rector and Assistant Clergy.

7. Authority and Duties: The Vestry shall have all authority and duties necessary for the administration of the affairs and the transaction of business of The Church of The Resurrection as generally allowed for not-for-profit corporations under South Carolina law. The Vestry shall have the power to buy, sell, hold, lease, mortgage and encumber the real and personal property of the Church. The Vestry shall also be authorized to borrow money, execute notes and contracts under such terms and conditions as it deems appropriate. All legal documents shall be signed by either the Senior Warden or Junior Warden, and either the Clerk or Treasurer.

8. Meetings: The Vestry shall meet as soon as practical following the Annual Parish Meeting and thereafter monthly unless otherwise agreed to by its members. Vestry members are expected to attend all meetings, and shall not be absent from more than two (2) regular monthly meetings per year except for good cause.

   Special Meetings of the Vestry may be called by the Rector or by three or more members of the Vestry with the knowledge of the Rector with a three (3) day notice.

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Two-thirds of the members shall constitute a quorum at all Vestry meetings. The Rector, or in his absence the Senior Warden, shall preside over all Vestry meetings. All Vestry meetings shall be open to any interested Parish member unless by a two-thirds majority vote, the Vestry shall decide to meet in executive session to discuss matters of personnel, contract, litigation, or unusual delicacy or sensitivity. Any action taken in such executive session shall be reported in the minutes of the Vestry meeting.

In extenuating circumstances, members of the Vestry may participate in any meeting of the Vestry by means of conference call, telephone, video conference, or similar communication devices by which all Vestry members participating in the meeting can hear each other at the same time. Such participation constitutes presence at the meeting just as if the Vestry member had been physically present.

Any action which may properly be taken at a meeting of the Vestry may also be taken by polling the Vestry, provided the action taken shall be recorded in writing and entered in the minutes of the next Vestry meeting.

9. Wardens and Other Officers:

a) Senior Warden: At the first Vestry meeting following the Annual Parish Meeting, the Rector shall nominate, with assent of the Vestry, a Senior Warden to serve at the pleasure of the Rector. The Senior Warden is not required to be an elected member of the Vestry but if the Senior Warden nominated and assented to by the Vestry is not an elected Vestry member, he shall be deemed an appointed Vestry member with full voice and vote. The Senior Warden shall be known as the Rector's Warden.

b) Junior Warden: At the first Vestry meeting following the Annual Parish Meeting, the Vestry shall nominate, with assent of the Rector, one of its members to serve as Junior Warden to serve at the pleasure of the Vestry. The Junior Warden shall oversee the maintenance, repairs, and improvements to the real and physical property of The Church of The Resurrection and shall be known as the People's Warden.

c) Other Officers: At the first Vestry meeting following the annual parish meeting, the Vestry shall also nominate and appoint the following offices: Chancellor, Treasurer, and Clerk.

Chancellor: The Chancellor shall be the chief legal counsel to The Church of The Resurrection, the Rector and the Vestry. He/she shall prepare all legal documents and instruments of The Church of The Resurrection, and render legal advice as requested.

Treasurer: The Treasurer shall oversee receipt of all sums due The Church of The Resurrection and deposit same in the name of The Church of The Resurrection in a bank approved by the Vestry, approve checks on the accounts as directed by the Vestry, take receipts, render statements to the Vestry as shall be requested by them, submit an annual report, which when approved by the Vestry, shall be submitted to

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the congregation at the Annual Parish Meeting, obtain an annual review by an outside entity, and keep a fair set of books on the finances of The Church of The Resurrection which shall at all times be available for inspection by the members of the Vestry, and be a member of the finance committee.

Clerk: The Clerk shall keep all minutes of meetings of the Vestry, and also act as secretary of all meetings of the congregation, keeping the minutes of all meetings of the congregation.

10. Committees: Committees may be formed as the Vestry deems necessary. These committees shall report to the Vestry and may have only that authority and power as the Vestry shall confer. The Vestry may at its sole discretion, remove any committee member, eliminate any committee, or restrict or amend conferred authority. The membership of such Committees may include non-Vestry members who are active members of the congregation. All such Committees shall include a vestry member.

11. Ex-Officio Members: The following persons shall be ex-officio members of the Vestry and may attend Vestry meetings with the consent of the Rector and Senior Warden: Chancellor, Clerk, Treasurer and Clergy other than the Rector. Ex-Officio members have voice and no vote.

12. Removal: The Vestry, in its sole and absolute discretion, may remove any member of the Vestry from the Vestry for good cause. A vote to remove a member of the Vestry may only be taken at a Vestry meeting specially called for this purpose. The meeting shall take place no less than seventy-two (72) hours after notice is given. The Vestry member proposed to be removed shall be given a reasonable opportunity to address the Vestry prior to any vote being taken. At least seventy-five (75%) percent of the Vestry then in office, excluding the member proposed to be removed, must vote to remove the member. The provisions of this paragraph shall not apply to the removal of the Rector.

ARTICLE V
LAY DELEGATION

1. Delegates: All lay delegates (presently four [4] voting and two [2] alternates) shall be elected at the Annual Parish Meeting or other parish meeting called for that purpose. The total number of delegates will be determined by the number of voting seats allocated to the parish at any convention or meeting, plus two alternates. The delegates shall represent the parish at conventions or other necessary meetings outside of the parish where representation of The Church of The Resurrection is deemed prudent.

2. Voting: The vestry shall present to the membership a slate of nominees for Lay Delegates sufficient to fill all open seats. Additional nominations may be made from the floor provided that the nominator has determined the eligibility and willingness of the intended nominee to serve. Those candidates receiving the most votes shall be elected to fill the open seats. If one or more voting delegate seats are open, the remainder of the term of the vacant voting delegate seats shall be filled by the candidate(s) receiving the highest number of votes. Voting shall be by written secret ballot.

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3. Eligibility: Wardens and Vestry members may also be elected to serve as delegates, but they must be specifically elected as a delegate and are not automatically delegates because of their position as a Warden or Vestry member.

4. Term: Delegates are elected to a three year term, except when the delegate is elected to fill a vacant voting delegate seat. Terms shall be staggered, so that as nearly as possible, one third of the total voting and alternate delegates shall be elected annually. The first year of the term shall be as an alternate. The second and third years of the term shall be as a voting delegate.

ARTICLE VI
RECTOR

1. Rector: There shall be a pastor for the congregation of The Church of The Resurrection titled the "Rector" who shall be entitled to receive from The Church of The Resurrection such salary and other compensation as may from time to time be fixed by the Vestry. The Rector shall have been ordained a priest in Christ's one, holy, catholic, and apostolic Church through the laying on of hands by a bishop in apostolic succession. The Rector shall meet the qualifications of "overseer" as set forth in 1 Timothy 3:1-7 and Titus 1:6-9.

2. Selection: The Rector shall be chosen and elected by no less than two-thirds (2/3) of the Vestry.

3. Authority and Duties: The Rector shall have all authority and duties necessary for the proper conduct of the worship, music, education, and spiritual welfare of the congregation, and specifically as follows:

   a) The exclusive regulation of all the spiritual concerns of The Church of The Resurrection, including the administration of the Sacraments and the preaching of the Word;

   b) Access to the church building and to open the same for services or instruction of The Church of The Resurrection as he/she deems proper;

   c) To call meetings of the Vestry or congregation; when present, to preside in the same, and, in case of a tie, to cast the deciding vote;

   d) In accordance with the traditional responsibilities placed upon the Rector, he/she shall be responsible for and have charge and care of the spiritual concerns, music and ritual observances of the Church, and the performance of their duties by all employees of the Church;

   e) The hiring and supervision of any other clergy, church worship musicians, and other staff members as necessary to perform his/her duties, with the consent of the Vestry, and shall have any terms of such employment reduced to writing;

SE-313-000433 ROA 7509

f) Maintain in the church registry, all births, baptisms, marriages, and funerals of persons who may be baptized, married, or buried by them respectively, or by the Minister officiating in their absence;

g) Allow the free use of The Church of The Resurrection for the performance of Christian religious services whenever he/she shall judge it advisable.

ARTICLE VII
AMENDMENTS TO BY-LAWS

These By-Laws may be altered or amended upon the alteration or amendment, or a summary thereof, being distributed to the members in writing at least twenty one (21) days prior to a Parish Meeting, provided the amendment or alteration is approved by an affirmative vote of two-thirds (2/3) of the members present at such meeting, with a quorum present.

Adopted this 13th day of January, 2013, Surfside Beach, South Carolina.

Judy C McKeeken
Senior Warden

Cecilia Adams
Clerk

ROA 7510
SR-313-006434

PLAINTIFF'S EXHIBIT RS-19
PENGAD 800-631-6989

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

QUITCLAIM DEED

WHEREAS, ***THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF SOUTH CAROLINA,*** sometimes known as ***The Protestant Episcopal Diocese of South Carolina,*** (hereinafter referred to as the **"Grantor"**), executes the within Quitclaim Deed to provide notice that it claims no ownership interest in any real property owned by ***The Episcopal Church of the Resurrection***, a South Carolina Non-Profit Corporation, (hereinafter referred to as the **"Grantee"**) especially including but not limited to the real property hereinafter described, and to further provide notice that the Grantee herein is the fee simple owner of said real property, free of all claims, demands and interests of the said Grantors;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT

The Protestant Episcopal Church in the Diocese of South Carolina,
sometimes known as
The Protestant Episcopal Diocese of South Carolina,

by, through and including the Bishop and The Standing Committee of said Grantor, for and in consideration of the sum of Five Dollars ($5.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, having been paid on this date by

The Episcopal Church of the Resurrection, a South Carolina Non-Profit Corporation,
Post Office Box 14548, Surfside Beach, SC 29587,

has remised, released, granted, bargained, conveyed, and forever quitclaimed and, by these presents does remise, release, grant, bargain, convey and forever quitclaim unto said Grantee, its successors and assigns forever, all estate, right, title, and interest of the Grantor, if any, in and to any and all real property now held or owned, or hereafter acquired, held or owned by said Grantee, together with any and all improvements thereon, wherever situate and without exception, especially including, but not limited to the following:

All and singular, all those certain pieces, parcels or tracts of land, described in Exhibit A attached hereto, which description is incorporated herein and made a part and parcel hereof, by reference.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said Premises belonging or in anywise appertaining.

17715

Instrument#: 2011000116247, DEED BK: 3552 PG: 921 DOCTYPE: 001 11/16/2011 at 02:39:37 PM, 1 OF 5, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

SE-313-000495

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the Grantee, its successors and assigns forever, so that neither the Grantor nor any other person or persons, claiming under or through the Grantor, shall at any time hereafter, by any way or means, claim, have, or demand any estate, right, title or interest in or to the aforesaid premises or appurtenances, or any part or parcel thereof, without exception, forever.

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be executed by its duly authorized, empowered and appointed representatives, on this 3rd day of Oct., in the year of our Lord 2011.

In the presence of:

The Protestant Episcopal Church in the Diocese of South Carolina, sometimes known as The Protestant Episcopal Diocese of South Carolina, ***as Grantor:***

By: +Mark J. Lawrence

The Right Reverend Mark J. Lawrence, Bishop of The Protestant Episcopal Church in the Diocese of South Carolina

By: ***The Standing Committee of The Protestant Episcopal Church in the Diocese of South Carolina***

By: Paul C Fuller

Its Authorized Committee Member

SR-313-000476 RA 16512

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the witness appearing below who made oath that s/he saw the above named Grantor, by and through its Bishop, sign, seal, and as its act and deed, deliver the within written Quitclaim Deed, and that s/he with the second witness appearing hereinabove witnessed the execution thereof.

SWORN to before me on this the
3rd day of ~~July~~ Oct 3 2011.

Notary Public of South Carolina
My Commission Expires: 9/7/2021

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the witness appearing below who made oath that s/he saw the above named Grantor, by and through The Standing Committee of the Grantor, sign, seal, and as its act and deed, deliver the within written Quitclaim Deed, and that s/he with the second witness appearing hereinabove witnessed the execution thereof.

SWORN to before me as of the
3rd day of ~~July~~ Oct 2011.

Notary Public of South Carolina
My Commission Expires: 9/7/2021

Exhibit 'A'

'arcel I

ALL AND SINGULAR, that certain piece, parcel or tract of land situate, lying and being in Socastee Township, Horry County, South Carolina, containing **7.00 acres** shown on a map prepared for Ruth W. Gaul by Terry M. Watson, RLS, Land Surveying, Inc., dated May 10, 1997, revised October 27, 1997, and December 3, 1997, and recorded December 16, 1997, in Plat Book 152 at page 120, records of Horry County, South Carolina, reference to which is craved as forming a part and parcel hereof.

Said parcel is more particularly described on the aforementioned map as follows: Commencing at an Iron Rod on the southeastern margin of U.S. Highway 17 Bypass, said point of beginning being the northeastern corner of the parcel herein described; thence along the line of lands of Ruth Whalen Gaul following courses and distances: South 58 degrees, 04 minutes, 51 seconds East 762.30 feet to an Iron Rod Set; South 31 degrees, 55 minutes, 09 seconds West 400 feet to an Iron Rod Set; North 58 degrees, 04 minutes, 51 seconds West 762.30 feet to an Iron Rod Set on the southeastern margin of U.S. Highway 17 Bypass; thence along the southeastern margin of said Highway, North 31 degrees, 55 minutes, 09 seconds East 400 feet.

Said parcel is bound on the aforementioned map as follows: Northwest by U.S. Highway 17 Bypass; Northeast, Southeast and Southwest by other lands of Ruth Whalen Gaul.

Also, a non-exclusive easement for ingress and egress across the 80-foot by 66-foot controlled access from U.S. Highway 17 Bypass, as shown on above-referenced plat.

This conveyance is subject to non-exclusive easement appurtenant reserved by Ruth Whalen Gaul, her heirs and assigns, for ingress and egress to adjoining property of Ruth Whalen Gaul, her heirs and assigns, across the above-referenced 66-foot reserved easement shown lying along the northwestern boundary of the above-referenced plat of the premises.

This being the identical property conveyed to Episcopal Church of the Resurrection by Deed of Ruth Whalen Gaul dated February 27, 1998, recorded September 9, 1998, in Deed Book 2070 at page 54, records of Horry County, South Carolina.

TMS#: 191-00-02-144

Parcel II

ALL AND SINGULAR, all that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in Socastee Township, Horry County, South Carolina, and being designated as **Lot 452** on that certain map of **Deerfield Plantation** property of Deerfield Plantation, Inc., made by Moorman & Little, Inc., Engineers, dated November 14, 1972, and recorded in Plat Book 54 at page 124, Office of the Clerk of Court for Horry County, South Carolina, which map and the record thereof is hereby incorporated herein and made a part and parcel hereof.

This being the identical property conveyed to The Episcopal Church of the Resurrection by Deed of Jasper N. Ramsey, Jr., and Pamela W. Ramsey recorded September 30, 1998, in Deed Book 2076 at page 187, records of Horry County, South Carolina.

TMS#: 191-08-02-019

SL-313-000478 14

'ATE OF SOUTH CAROLINA)
)
COUNTY OF Horry)

DEED AFFIDAVIT

PERSONALLY appeared before me the undersigned, who, being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at **Horry County** Tax Map Number **191-00-02-144 and 191-08-02-019**, was transferred by The Protestant Episcopal Church in the Diocese of South Carolina, sometimes known as The Protestant Episcopal Diocese of South Carolina, to **The Episcopal Church of the Resurrection** on October 3, **2011**.

3. Check one of the following: the Deed is:

   (a) _____Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (b) _____Subject to the deed recording fee as a transfer between a corporation, partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   (c) XX Exempt from the deed recording fee because (See Information of affidavit) (If exempt, please skip items 4 through 7, and go to item 8 of this affidavit) QUITCLAIM DEED

4. Check on of the following if either item 3(a) or 3(b) above has been checked (See information section of this affidavit.)

   (a) _____The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of **$0.00**.
   (b) _____The fee is computed on the fair market value of the realty which is in the amount of $ _____.
   (c) _____The fee is computed on the fair Market value of the realty as established for property tax purposes which is in the amount of $ _____.

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the Land, tenement or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "yes" the amount of the outstanding balance of this lien or encumbrance is: $_____.

6. The Deed recording fee is computed as follows:

(a)	Place the amount listed above in item #4 here:	$0.00
(b)	Place the amount listed above in item #5 here: (if no item is listed in #5, place zero here)	$ 0.00
(c)	Subtract Line 6(b) from Line 6(a) and place result here:	**$0.00**

7. The Deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is **$ 0.00**

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: responsible person connected with transaction ATTORNEY

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than $1,000.00 or imprisoned not more than one year, or both.

William A Ryan
Responsible Person Connected with the Transaction

SWORN to before me this 16
day of November 2011.

(Notary Public)

My commission expires April 1, 2014

SL-313-00004795515

1775

RESURRECTION EXHIBIT 20

Instrument#: 2011000118593, DEED BK: 3553 PG: 1487 DOCTYPE: 001 11/22/2011 at 02:08:52 PM, 1 OF 4, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

PENGAD 800-631-6989 PLAINTIFF'S EXHIBIT RS-20

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

QUITCLAIM DEED
(Title not Examined)

WHEREAS, the Grantors herein, namely, The Right Reverend Mark J. Lawrence, Bishop of the Episcopal Diocese of South Carolina; The Standing Committee of the Episcopal Diocese of South Carolina; and The Protestant Episcopal Church in the Diocese of South Carolina, a South Carolina nonprofit religious corporation, by and through its President, Paul C. Fuener, are desirous of executing the within Quitclaim Deed to provide record notice that they claim no ownership interest in the real property hereinafter described and to further provide record notice that the Grantee herein, The Episcopal Church of the Resurrection, is the fee simple owner of said real property;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT

The Right Reverend Mark J. Lawrence, Bishop of the Episcopal Diocese of South Carolina; The Standing Committee of the Episcopal Diocese of South Carolina; and The Protestant Episcopal Church in the Diocese of South Carolina,

hereinafter referred to collectively as the "Grantors," for good and valuable consideration, paid to them on this date by

The Episcopal Church of the Resurrection

hereinafter referred to as the "Grantee," have granted, quitclaimed, bargained and conveyed, and do hereby grant, quitclaim, bargain and convey, unto the Grantee, their heirs, successors and assigns, all of the Grantors' interests, if any, in and to the following real property:

> All those certain pieces of real property, together with improvements thereon and appurtenances thereto, situate in Horry County, South Carolina, utilized by The Episcopal Church of the Resurrection and its parishioners, and for the 2011 tax year listed in the Horry County Assessor's records as being owned either of the church or in the name of one of more of the Grantors herein. It is the Grantors' intent to hereby divest itself of any interest in and to any and all real property that fits the above description, such intended by the Grantors to be a "catch all" description as such term is discussed by the South Carolina Supreme Court in *Dargan v. Tankersley*, 380 S.C. 480, 671 S.E.2d 73 (S.C. 2008).

TOGETHER with the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the Grantee, their heirs, successors and assigns, forever, so that neither the Grantors nor any other person or persons, claiming under the Grantors, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

SR-313-000480 Page 7516

WITNESS the Grantors' Hands and Seals on the dates stated below.

IN THE PRESENCE OF:

The Right Reverend Mark J. Lawrence, Bishop of the Episcopal Diocese of South Carolina

The Standing Committee of the Episcopal Diocese of South Carolina

By: Its Authorized Committee Member

THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF SOUTH CAROLINA

By: Paul C. Fuener
Its President

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me first (undersigned) witness and made oath that s/he saw ***The Right Reverend Mark J. Lawrence, Bishop of the Episcopal Diocese of South Carolina***, sign, seal, and as his act and deed, deliver the within-written Quitclaim Deed, and that s/he with the second witness witnessed the execution thereof.

SWORN to before me as of the 4 day of October, 2011

SR-313-00048 ROA 7517

Notary Public of South Carolina
My Commission Expires: 9/7/2021

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF HORRY)

PERSONALLY appeared before me first (undersigned) witness and made oath that s/he saw PAUL C. FUENER, the authorized committee member of ***The Standing Committee of the Episcopal Diocese of South Carolina***, sign, seal, and as his act and deed, deliver the within-written Quitclaim Deed, and that s/he with the second witness witnessed the execution thereof.

SWORN to before me as of the
4 day of OCT, 2021.

Notary Public of South Carolina
My Commission Expires: 9/7/2021

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF HORRY)

PERSONALLY appeared before me first (undersigned) witness and made oath that s/he saw the Grantor herein, ***THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF SOUTH CAROLINA***, by its President, Paul C. Fuener, sign, seal, and as its act and deed, deliver the within-written Quitclaim Deed, and that s/he with the second witness witnessed the execution thereof.

SWORN to before me as of the
4 day of OCT, 2021.

Notary Public of South Carolina
My Commission Expires: 9/7/2021

SR-313-000482

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

AFFIDAVIT OF TRUE CONSIDERATION and CLAIM FOR EXEMPTION from RECORDING FEES

PERSONALLY appeared before me the undersigned, who is duly sworn, deposed, and says that the following is a true and correct statement concerning the CONSIDERATION for the conveyance set forth below, and concerning any EXEMPTION claimed by the Filer under the laws of the State of South Carolina, Inc, local governmental entities, or as otherwise provided by law.

GRANTOR NAME:	The Right Reverend Mark J. Lawrence, Bishop of the Episcopal Diocese of South Carolina; and The Standing Committee of the Episcopal Diocese of South Carolina; and The Protestant Episcopal Church in the Diocese of South Carolina
GRANTEE NAME:	The Episcopal Church of the Resurrection
GRANTEE MAILING ADDRESS:	P. O. Box 14548 Myrtle Beach, SC 29587
DATE OF CONVEYANCE:	October 4, 2011
TRUE CONSIDERATION:	$ 10.00
TAX DISTRICT/MAP/PARCEL NO.: (NOTE: This information must appear on any Deed, and any Plat, whether attached or filed separately.)	Any and all property shown in the Horry County Assessor's records owned by Grantee, and/or its affiliates

STATE RECORDING FEE EXEMPTION – N/A
(Per S.C. Code Sect. 12-24-40. Note Subparagraph No.)

OTHER EXEMPTION – Please Cite Federal, State or other Code as applicable, and describe Exemption below: N/A

Signed: _____
Printed Name: Thomas C. Davis
As (Capacity): Attorney for Grantor

SWORN TO BEFORE ME,
this 16th day of November, 2011

SIGNED: _____
Notary Public for South Carolina
My Commission Expires: August 21, 2016

SR-313-000483 ROA 7519

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF DORCHESTER

THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF SOUTH CAROLINA; THE TRUSTEES OF THE PROTESTANT EPISCOPAL CHURCH IN SOUTH CAROLINA, A SOUTH CAROLINA CORPORATE BODY; et al,

Plaintiffs,

vs. CASE NO. 2013-CP-18-00013

THE EPISCOPAL CHURCH (a/k/a THE PROTESTANT EPISCOPAL CHURCH IN THE UNITED STATES OF AMERICA); THE EPISCOPAL CHURCH IN SOUTH CAROLINA,

Defendants.

DEPOSITION OF: JUDY MCMEEKIN

DATE: July 7, 2014

TIME: 3:35 PM

LOCATION: Dorchester County Courthouse
5200 E. Jim Bolton Blvd.
St. George, SC

TAKEN BY: Counsel for the Defendants

REPORTED BY: Roxanne M. Easterwood,
Registered Professional Reporter

A. WILLIAM ROBERTS, JR., & ASSOCIATES
Fast, Accurate & Friendly

Charleston, SC (843) 722-8414 | Hilton Head, SC (843) 785-3263 | Myrtle Beach,SC (843) 839-3376
Columbia, SC (803) 731-5224 | Greenville, SC (864) 234-7030 | Charlotte, NC (704) 573-39194

meetings.

Q. What was this particular amendment?

A. We completely revised the bylaws.

Q. Substantially?

A. Yes.

Q. Is there anything in particular that you recall that stands out among those substantial revisions?

A. We moved from a parish-led congregation -- I'm not sure that that's the right word -- to a vestry-led congregation and also removed any clause dealing with accession to the diocese or TEC.

Q. So any accession clauses were also eliminated within the bylaws?

A. Yes.

Q. So this was then voted on I assume at the 2013 meeting?

A. It was.

Q. And prior to that the vestry had made a resolution that the actual vote was on?

A. There were two votes, 2012 and 2013.

Q. So it had to be voted on twice?

A. Right.

Q. I assume both the votes were in favor

The Protestant Episcopal Church Of The Parish Of

St. Philip, In Charleston,

In The State of South Carolina

7/15/14 Trial Transcript

pp. 1199, ln. 15-25, 1200-1216; 1217, ln 1-23;

1219, ln. 7-25; 1220; 1221, ln. 1-8; 1222, ln. 4-25;

1223, ln. 1-2.

Exhibits SPH-1 thru 43.

Also, D-6. D-512, pp. 867-876 of BCP

signs it puts out along the road and on the building, if any?
A. Either Old St. Andrew's, which is our colloquialism, people know us as Old St. Andrew's, or St. Andrew's Parish Church.

MR. TISDALE: I don't think I have any other questions. Thank you very much.

THE WITNESS: Thank you.

THE COURT: All right.

Redirect?

MR. PLATTE: No, Your Honor.

THE COURT: Very well.

You may come down.

THE WITNESS: Thank you.

THE COURT: Call your next witness, please.

(Plaintiff's Exhibits SPH-1 through SPH-43 premarked for identification.)

MR. PHILLIPS: Your Honor, I'm Mark Phillips from Nelson Mullins on behalf of St. Philip's Church, and the witness we call is Mr. Myron Harrington.

MYRON CHARLES HARRINGTON, JR.,

being first duly sworn, testified as follows:

THE COURT: I'm going to ask you if you would please just state your full name for the record and spell your last name. We use this as a sound check.

THE WITNESS: Myron Charles Harrington, Jr. Harrington

is H-A-R-R-I-N-G-T-O-N.

THE COURT: Thank you so much.

Mr. Phillips, your witness.

DIRECT EXAMINATION BY MR. PHILLIPS:

Q. Mr. Harrington, you spoke beautifully just now. For the sake of Ms. Mott and Judge Goodstein, please speak into the microphone and a little deliberately. Okay?

A. Got it.

Q. We will shorten the examination. If you do that, we'll do that, okay.

MR. PHILLIPS: Your Honor, housekeeping-wise --

THE COURT: Yes.

MR. PHILLIPS -- I would like to tender into evidence St. Philip's as SPH Exhibits 1 through 42, which I understand there are no objections to, and also Exhibit SPH 43, which is a binder of stipulations that are tendered by St. Philip's Church.

MR. TISDALE: We don't have any objection, except there are two of them that are illegible, 11 and 40, if we can address that in the best way.

MR. PHILLIPS: All right, sir.

Your Honor, if there are any copies available of 11 and 40 -- and the 11 I've got that you're going to have in about a second looks legible to me.

MR. TISDALE: Well, in that case, I mean, we'll just

agree for whatever they're worth, and if you can get better copies, fine; if you can't, we've just got what we've got.

MR. PHILLIPS: Your Honor, if you please, I'll bring you a copy as well.

THE COURT: Very well. And for the national church?

MS. KOSTEL: Same position.

THE COURT: Thank you.

MR. TISDALE: We agree that it's worth what it's worth and accept it on that basis.

THE COURT: Thank you, Mr. Tisdale.

MR. PHILLIPS: Your Honor, again I tender then into evidence as discussed SPH Exhibits 1 through 42, which are in a binder that you have, and SPH Exhibit 43, which is in a separate binder which is the set of stipulations.

THE COURT: And they are admitted.

MR. PHILLIPS: Thank you.

THE COURT: Thank you.

(Plaintiff's Exhibits SPH-1 through SPH-43 admitted into evidence.)

Q. Mr. Harrington, would you tell Judge Goodstein, please, who you are, where you live, and how you were educated and then we'll get into the rest of it.

A. Myron Harrington. I'm a resident of downtown Charleston and I'm a graduate of The Citadel.

Q. What year did you finish The Citadel?

A. 1960.
Q. And do you have family?
A. I am married to Ann Hurst Harrington. I have two adult children, Ann Hunley, who resides with us here in Charleston; and our son Mike, who resides in Charlotte with his wife and six grandchildren.
Q. Very good. And of the Harrington family that lives in Charleston, where do you all go to church?
A. We are members of St. Philip's Church.
Q. And have you been going there for quite a while?
A. We've been going there for ten years.
Q. All right, sir. And tell us briefly, please, the Court, about your two careers, where you've spent your working life.
A. I spent 30 years in the United States Marine Corps and 15 years as headmaster of a specialized school for children who have learning disabilities, Trident Academy in Mount Pleasant, South Carolina.
Q. And just for the Court's interest and for mine, in the Marine Corps did you ever serve in combat?
A. I did.
Q. Where?
A. In Vietnam and Beirut.
Q. All right, sir. And did you receive any special commendations from the United States Marine Corps for service in Vietnam?

A. I was recognized for what my Marines did.
Q. What your Marines did, exactly. And what recognition was that?
A. I'm a recipient of the Navy Cross and the Silver Star.
Q. All right, sir. Now, at St. Philip's Church are you aware of what body forms that entity's board of directors?
A. Yes. It is the vestry.
Q. Have you ever served on the board of that entity?
A. I have been a member of the vestry.
Q. And have you held any vice chairmanship or chairmanship positions on the vestry of St. Philip's Church?
A. Junior warden and senior warden.
Q. And have you gotten yourself familiar generally with the history of St. Philip's Church?
A. Yes, I have.
Q. To the extent that you needed to for helping me in this lawsuit?
A. Yes, I have.
Q. And specifically Exhibits SPH 1 through 42, through SPH 42, that are in a binder --
A. Yes, sir.
Q. -- and SPH 43, are you specifically familiar with those exhibits and those tendered stipulations?
A. I am.
Q. Do you mind if we cut the exam a little short and not go

through every single one of those items?
A. I'd be delighted.
Q. Mr. Harrington, what I'd like to do is cover less than a handful of dates from the 18th and 17th centuries and then less than a handful of dates for the 21st century.
When was St. Philip's Church formed?
A. In 1680.
Q. And when was its first building for worship constructed?
A. 1681-82 timeframe.
Q. And when St. Philip's moved from its original location, when was it that it built on its present location?
A. Well, in 1723 it moved over to the corner of Meeting Street and Broad Street.
Q. Moved from the corner?
A. Moved from that corner, excuse me, moved from that corner to its present location at 142 Church Street.
Q. All right. Do you know of any parish in the Diocese of South Carolina's churches that are older than St. Philip's which, as you said, was formed in 1680?
A. No, I don't.
Q. Okay. Has St. Philip's Church continually served the spiritual and religious needs of its parishioners in the Charleston community since that time of 1680?
A. It has.
Q. Is St. Philip's Church on which you served the board and

chaired the board incorporated?
A. Yes, it is.
Q. When was it incorporated?
A. 1785.
Q. All right. Who was it or what entity was it that incorporated St. Philip's Church?
A. It was the General Assembly of the legislature.
Q. Are you familiar with this name, the Protestant Episcopal Church of the Parish of St. Philip in Charleston in the State of South Carolina?
A. Yes. That was the name that the General Assembly provided us when we were incorporated.
Q. And that was 1785?
A. 1785.
Q. And normally you and I and our congregation refer to the church how?
A. St. Philip's Church.
Q. All right. Was the corporation which I think incorporated St. Philip's Church, what we know as St. Philip's Church and St. Michael's Church, was there another incorporation by the General Assembly?
A. In 1791 the vestries of St. Michael's and St. Philip's petitioned the General Assembly to split the two parishes so there would be a parish of St. Michael's and St. Philip's.
Q. So the incorporation was originally what year?

A. 1785.
Q. And then the separate corporations were formed --
A. 1791.
Q. All right. And was the original incorporation of St. Philip's accomplished before what we today refer to as the national church?
A. That is correct. St. Philip's predates, of course, the Diocese of South Carolina as well as the national church and had a part in the formulation of the Diocese as well as the national church.
Q. Did St. Philip's name, which includes the word "Episcopal," predate either the Diocese that we have talked about today or the national church?
A. Yes, it did.
Q. And is the official state-recognized name of St. Philip's Church still the longer name, the Protestant Episcopal Church of the Parish of St. Philip in Charleston in the State of South Carolina?
A. It is.
Q. All right, sir. Tell us how many members of the church there generally are today.
A. We have approximately 2,500 members.
Q. And over roughly 300 years, I think you said before 1730 and through the 20th century, has St. Philip's Church, as we've referred to it, accumulated real property?

A. We have accumulated what I would call a city -- square city block in downtown historic Charleston.
Q. And specifically do you know about how many deeds the church right now holds?
A. I believe we have 13 deeds. We've got the church, we have a chapel, we have a tea garden --
Q. I'll tell you what, slow it down on this part just so Judge Goodstein will understand what it is that the church owns downtown. The church is the one with the big steeple that's brown, not white?
A. We are the church with the big steeple. We have a historic chapel.
Q. Our steeple's the brown one, St. Michael's has the white one; is that right?
A. That is correct.
Q. What else has St. Philip's got downtown in roughly a square block?
A. We have two cemeteries, an east side and a west side, we have a parking lot, we have a parish hall and Sunday school building.
Q. Are those separate buildings?
A. They are separate buildings.
Q. All right, sir. Keep going.
A. Then we have a ministries hall, which is also our administrative building. Behind it is what is called the tea

garden, which is another building.
Q. What's the tea garden, real quickly?
A. It is a meeting place where folks have Bible study and you could go there and have meditation if you so desired in the little garden there.
Q. Is that an old building, by the way?
A. It is an old building as well.
Q. Now continue.
A. And we also have a property over on State Street that was the old Charleston Day School building which we purchased in 1996.
Q. Is there a preschool operated there now?
A. Not -- no, sir.
Q. All right. And is the Charleston Day School property that belongs now to St. Philip's Church adjacent to its campus?
A. It is.
Q. What other worship building exists on the campus within that square block besides the big sanctuary?
A. I mentioned the chapel.
Q. Chapel?
A. Yes, sir.
Q. That's a separate smaller church; is that right?
A. Right.
Q. Does it have any townhouse or residential property?

A. We have a rectory down on Church Street, I believe it's 92 Church Street.
Q. And who does the rectory house?
A. The rector, Haden McCormick.
Q. So Haden McCormick lives at the rectory?
A. Correct.
Q. Just in anticipation of a question, do you know what, at least for purposes of property and casualty insurance and a conservative balance sheet, the rough value of the real property and what other items exist at St. Philip's is?
A. I do not have any idea what the real value of the total of our property is. I do know, however, that we have it insured for $23.5 million.
Q. All right, sir. Let's move to the modern era, if you please. In the last -- in the 21st century has St. Philip's passed legislation and committed acts that bear on this lawsuit and specifically were intended to protect St. Philip's?
A. We have.
Q. All right. And were all of these things done within the rights of St. Philip's as you understand?
A. They were all done in accordance with our bylaws.
Q. All right, sir. Now, tell us, tell Judge Goodstein, please, what it was the church did in May of 2011 and how it was that that was accomplished. And I mean by notices, by

votes, let's just give her a little bit of an idea of what St. Philip's did in May of 2011.

A. In May of 2011 we had two congregational meetings for the reading of a new and revised bylaws. Our previous bylaws had not been updated in a major way in a considerable period of time, about 40 years, and they needed major revision. So we made major revisions to our bylaws. We notified the parish by mail, first-class mail, as well as through electronic means through our Inspire, which is also mailed out, and from the pulpit of the meeting. We had two readings in accordance with the bylaws before they were approved by the congregation unanimously.

Q. All right, sir. You and I know what the Inspire is, but Judge Goodstein and the rest of these folks don't what the Inspire is.

A. The Inspire is the weekly bulletin that is sent out, a notice to all parishioners of activities that are going on at the church.

Q. Who receives the Inspire?

A. All members that we have the address for on our records.

Q. So at least two sets of written notice besides pulpit notice, announcement notice, electronic notice, and first-class mail notice was sent?

A. That is correct.

Q. And that was to amend bylaws?

A. Yes, sir.
Q. Who was it that investigated the changes needed? Did you say 40 or 50 years' worth of old bylaws?
A. Well, the vestry initiated the change when they realized how outdated the bylaws were. A committee was formed that consisted of vestry members, the parish administrator, and our chancellor, who reviewed the bylaws, presented them to the vestry for approval. The vestry then, of course, approved them and sent them to the congregation for the two readings prior to their approval.
Q. And the congregation approved and you got new bylaws; correct?
A. That is correct.
Q. So they're modernized, as you said; is that right?
A. That is correct.
Q. What was the other effect of the new bylaws?
A. We removed all reference to the national Episcopal Church.
Q. And this was all finalized in May of 2011; correct?
A. That is correct.
Q. Were there ever any documents, to your knowledge, where St. Philip's Church specifically acceded to the constitution and canons of the national church?
A. That was not in the previous bylaws. The only reference to the national church in the previous bylaws were that we

would follow the rites and ceremonies of the Episcopal Church.

Q. And rite meaning R-I-T-E?

A. Right, R-I-T-E.

Q. What does that mean?

A. That is the liturgy.

Q. The form of worship?

A. Right. And that was removed from the new bylaws.

Q. Now, the second thing that I want to discuss I believe was initiated or formally initiated in October of 2012, about a year and a half later. Do you know what event that was, sir?

A. That was a restatement of our articles of incorporation that went back to 1987.

Q. And then before that?

A. And then 1785 and '91.

Q. Excuse me. Let me interrupt you. 1785 and 1791?

A. '91.

Q. Got it.

A. Correct.

Q. So they were restated or clarified in what year?

A. 1987.

Q. And then?

A. And we did that to go on record with the Secretary of State's office that we were in fact an incorporated body

because, of course, the Secretary of State's office did not exist in 1785 and 1791.

Q. All right. And then what was accomplished in October of 2012?

A. The restatement removed all reference to the national Episcopal Church.

Q. All right. Now, as to that act that was filed, and I really would like to call quick attention to it, Exhibit 31, Mr. Harrington, what was it that the church did to make the congregation aware of this restatement and what was it that the church did to get buy in of this restatement?

A. We again, as we did with the bylaws, submitted letters to the parish explaining what we were doing. It was announced from the pulpit and I believe it was also in the Inspire as well, the weekly bulletin, to make sure that we were fully transparent to the congregation of what we were doing.

Q. Then did the congregation meet, get an explanation, and give a vote after the --

A. That is correct. We had a congregational meeting and our chancellor briefed the congregation fully and comprehensively on the document. And the vote was something like 238 for, two against, and four abstained.

Q. All right. Very good. By way of backup review, we were talking about May 2011 and it was actually Exhibit SPH 25

that I meant to show you just briefly. And is this SPH 25, which is on your screen, Mr. Harrington, the set of amended bylaws that you referred to?

A. They are indeed.

Q. Okay. And the ritual is the section that specifically refers to the types of worship for the church; is that right?

A. That is correct.

Q. One other item I think that we've alluded to occurred, Mr. Harrington, in November of 2012; is that correct?

A. That is correct.

Q. All right. Tell us what the church did in November of 2012. And I'll call your attention to Exhibit SPH 28, which is already in evidence.

A. At that time the vestry took action to create a resolution regarding the diocesan relationship, which basically declared that we're no longer in a relationship with TEC, nor are we in union with TEC, but that St. Philip's Church remains affiliated with the Protestant Episcopal Church in the Diocese of South Carolina, her locally elected standing committee, and her rightful bishop, the Right Reverend Mark J. Lawrence. By stating this we declare that we fully support the Diocese of South Carolina disaffiliation from TEC and that as God has sent Bishop Lawrence to be our Bishop, only he has the authority to declare otherwise.

Q. All right. This Exhibit SPH 28, this was memorialized

in an action taken by what entity?
A. This was approved in November by the vestry and was taken to the congregation at a special congregational meeting on January 13th, 2013.
Q. And is that the same congregational meeting where the restated articles of incorporation were discussed?
A. That is correct.
Q. What notice was provided about this resolution that the vestry had made before that meeting?
A. Again, we sent out first-class mail to the congregation, it was announced from the pulpit, I believe the chancellor was even called on one Sunday to give a brief explanation of it, and, of course, it was in the Inspire, so the word was out.
Q. It was in the newsletter as well?
A. Absolutely.
Q. And who was the chancellor who would have made some -- discussed all this with the --
A. Mr. Foster Gaillard.
Q. Who's here with us; right?
A. Yes.
Q. Finally, I'm going to show you the last page of what's been marked as SPH Exhibit 36, Mr. Harrington, and ask you whether this colloquial name that you and I have used, St. Philip's Church, versus the longer name that was in existence

since 1785 as given by the General Assembly, has ever been registered as a trademark by the church?

A. It has been registered and the date of the first use was July 1st, 1680, as St. Philip's Church.

Q. And just to go all the way back to the first part of your testimony, what happened on July 1st, 1680?

A. That's when we were founded.

Q. So what was it that was registered? What name was registered?

A. St. Philip's Church.

Q. All right, sir. And we've had a lot of questions during this trial about signage. As long as you've been a part of St. Philip's Church and your family for ten years, what has the signage been?

A. It has just been St. Philip's Church.

Q. Okay. Did we ever have an "Episcopal Church Welcomes You" sign in downtown Charleston?

A. Not to my knowledge.

Q. All right. Now, besides these four events that St. Philip's Church did on its own initiative from 2011 forward, what else was done by the diocese for the benefit of St. Philip's Church?

A. We received a quitclaim from the diocese. We received two of them. I believe the first one was the bishop, signed by the bishop, and the president of the standing committee,

Jeffrey Miller, which I would believe they were relinquishing any right they had to the property. And then we got a second quitclaim which was signed by Paul Fuener which recognized the diocese had no claim to any of St. Philip's property.

Q. Was the title owner on these 13 deeds that comprised, as you said, almost a square block plus some parking, plus a residence, the same entity that --

A. The St. Philip's Church.

Q. -- was incorporated in 1785?

A. Yes, sir.

Q. All right. Since the Episcopal Church in South Carolina or TECSC that's been referred to that's one of our adverse parties in this case has come into existence in October or November of 2012, has St. Philip's Church had any part of it to your knowledge?

A. No.

Q. All right. And has it ever authorized itself, for instance, to be listed as a parish member of the Episcopal Church in South Carolina or TECSC?

A. No.

Q. And does St. Philip's Church maintain any relationship and has it since November of 2012 with the national church?

A. No.

Q. All right, sir. I want to take, finally, a look at just a few photographs just so we all get a little bit better feel

Exhibit 42. What is this?
A. This is the interior of our church.
Q. And, by the way, do you know about how many folks that the church can hold on a packed-in service?
A. We could put in 1,200, but I think the safety level would be about 850.
Q. All right, sir. And, if you please, the next photograph in the series is SPH 42. I'm going to just call this photograph by the 1974 date, if you would fill in the blanks for us.
A. Well, this is by the Department of the Interior, which has declared that St. Philip's Church has been designated a national historic landmark because the site possesses national significance in commemorating the history of the United States of America.
Q. And back in 1974 what name was referred to by the United States Department of Interior?
A. St. Philip's Church.
Q. All right. I'm going to ask for the next photo in SPH Exhibit 42. Tell us what the Daughters of the Confederacy declared by way of a nice-looking plaque I think in 1969. And it might be the Daughters of the Revolution. I may have misspoken. You'd better tell me.
A. No, I believe it is the Confederacy. No. I stand corrected. It's the South Carolina Society Daughters of

American Colonists.
Q. What did the South Carolina Society of Daughters of American Colonists recognize in a plaque?
A. They recognize two of our distinguished former past members, Charles Pinckney, who was a signer of the United States Constitution, and Edward Rutledge, who was a signer of the Declaration of Independence.
Q. And to use the John Wayne pronunciation, where are those two buried?
A. They're in St. Philip's cemetery.
Q. All right, sir. And what other distinguished person, if any other person, that you're aware of that held national significance?
A. John C. Calhoun, for example. And there are numerous other citizens who have made great contributions to our state, our nation, and certainly to our community that are buried in St. Philip's.
Q. All right. And back in 1969 how was the church addressed by name by this entity?
A. St. Philip's Church.
Q. All right. Next photograph on SPH 42. The first two signs that we looked at, do those exist on the St. Philip's Church campus?
A. They do, yes.
Q. All right. And how about this sign?

A. This is on the campus as well.
Q. Has this sign been there as long as you remember?
A. It's been there as long as I can remember.
Q. And just very quickly what entities are referred to and what kind of worship is referred to?
A. St. Philip's Church, the Holy Communion, the Sunday services, morning prayer using the 1928 prayer book, for example, various other worship services.
Q. And, finally, let me see if we've got any photographs left. We're about done.
This is another shot of the inside of the sanctuary?
A. Interior of the church.
Q. All right, sir. This view is from where?
A. This is looking north on Church Street at St. Philip's.
Q. And the building on the immediate right just before the church?
A. Again, that is the ministries hall and the administrative office building of the clergy and staff and choir.
Q. And on the far side of the church which building exists?
A. That would be the parish hall and the Sunday school building and the preschool.
Q. And the second church, the chapel, where does it exist?
A. It is on the north side of the main church.
Q. All right, sir. One more photograph. And this is --

A. Again, this is the steeple -- I'm not sure from what direction it was taken -- again highlighting the cross. And it's a national landmark in Charleston.

MR. PHILLIPS: All right, sir. Mr. Harrington, there may be some questions from Mr. Runyan or from Ms. Golding and then otherwise from the lawyers for either TEC or the Episcopal Church South Carolina. Thank you.

THE COURT: Any other questions from the plaintiffs?

No. All right.

MR. TISDALE: Colonel Harrington, I'm glad to say due to the thorough questioning of your counsel, I don't have any questions.

THE COURT: Thank you, Mr. Tisdale.

Mr. Beers?

MR. BEERS: No, Your Honor.

THE COURT: No questions.

You may come down, sir. All right.

MR. GAILLARD: May it please the Court, Your Honor, I'm Foster Gaillard, one of the attorneys for St. Philip's in this matter, and I have got legible copies of St. Philip's Exhibit 11, including this deed from Christopher Gadsden to St. Philip's Church, and legible copies of St. Philip's Exhibit 40 certified by the South Carolina Department of Archives, so I'd like to substitute these.

THE COURT: Thank you, Mr. Gaillard. If you'll show it

to counsel let him take a look at it and then we will certainly do that. Thank you so much.

(Plaintiff's Exhibits TED-1 through TED-19 premarked for identification.)

JOHN CONRAD ZIMMERMAN, JR.,

being first duly sworn, testified as follows:

THE COURT: Please state your name again for our record.

THE WITNESS: John Conrad Zimmerman, Jr.

THE COURT: Very well. Your witness, Mr. Platte.

MR. PLATTE: Thank you, Your Honor. Andrew Platte on behalf of Trinity Episcopal Church.

DIRECT EXAMINATION BY MR. PLATTE:

Q. Mr. Zimmerman, how old are you?

A. 70.

Q. Are you currently employed?

A. Yes.

Q. Where do you work?

A. Robert W. Baird & Company.

Q. What do they do?

A. They're investment advisers and brokers.

Q. Are you currently a member of a parish?

A. Yes.

Q. What parish is that?

A. Trinity Episcopal Church on Edisto Island.

Q. Where is that located on Edisto?

contained, do continue in force for and during the space of two years after the ratification thereof, and from thence to the end of the next session of the Generall Assembly, and no longer.

Read three times and ratified in open Asssembly, the 7th day of May, 1709.

N. JOHNSON,
GEO. SMITH,
THOS. BROUGHTON.
RICH. BERESFORD.

No. 296. AN ACT FOR THE ERECTING OF A NEW BRICK CHURCH AT CHARLES TOWN, TO BE THE PARISH CHURCH OF ST. PHILIP'S, CHARLES TOWN.

Preamble.

WHEREAS, severall persons are desirous to have a new Church built of brick in Charles Town, to be the Parish Church there, and a tower or steeple, and a ring of bells therein, together with a cœmetry or church-yard, to be inclosed in a brick wall, for the burial of christian people. And *whereas*, several charitable and well disposed persons would contribute towards the building of a church as aforesaid, in case any person or persons were authorized and appointed to receive and take care of all such moneys as shall be given and collected for the building of a church as aforesaid, and would be supervisor or supervisors for the building of the said church, as also for the inclosing the cœmetry or church-yard; and also that there was a convenient place appointed, upon which to build the same, and for the inclosing the cœmetry and church yard—

Commissioners impowered to take a grant of any town lot to build the church upon.

I. *Be it therefore enacted*, by his Excellency, William Lord Craven, Palatine, and the rest of the true and absolute Lords and Proprietors of this Province, by and with the advice and consent of the rest of the members of the Generall Assembly, now met at Charlestown, for the south-west part of this Province, and by the authority of the same, That the commissioners hereafter named, or any two of them, shall have power, and they are hereby impowered and authorized, to purchase and take a grant or conveyance of any town lott or lotts in Charles Town, from any person or persons whatsoever, that are owners of, or otherwise authorized and impowered to sell and convey the same; and the town lott or lotts so purchased and conveyed to the said commissioners, for the use of the cœmetry or church-yard, and the building of a church upon the same, shall be appropriated and separated, and the same is hereby appropriated, separated and dedicated to the service of God, for a new church to be built thereon, and to be the cœmetry or church-yard, for the burial of christian people; and when a church shall be built thereon, and the cœmetry or church-yard inclosed, the same is hereby enacted and declared to be, the Parish Church and church-yard of St. Philip's, Charles Town.

II. *And be it further enacted* by the authority aforesaid, That the Rev. Mr. Gideon Johnston, Coll. William Rhett, Coll. Alexander Parris, Mr. William Gibbon, Mr. John Bee and Mr. Jacob Satur, be, and they are

EXHIBIT SPH-1

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hereby appointed, commmissioners or supervisors for the building of the said church, and that they, or any of them, be impowered and authorized to take subscriptions, and to receive, gather and collect, all or any such sum or sums of money as any charitable and well disposed person or persons shall contribute for the purposes aforesaid. Commissioners to receive money.

III. *And be it further enacted* by the authority aforesaid, That the said commissioners or supervisors, or any of them, out of the said money that shall be so collected, shall have power, and they are hereby authorized and impowered, to purchase one or more town lot or lots for the cœmetry or church-yard, and on the same to build the said church, and the steeple to the said church, of such highth and dimensions, and of such materials, and in such model and form, as they shall think fitting; and shall also inclose the said cœmetry or church-yard with a wall and one or more gates, of such materials and of such dimensions as they shall think fitting; and shall also procure a ring of bells, of such number, weight and bigness, as they shall think fitting and direct. And build Church, &c.

IV. *And be it further enacted* by the authority aforesaid, That after the said Church is built, that the pews in the said church shall be built by the direction and appointment of the said commissioners, by and with the advice and consent of the major part of the vestry of the Parish of St. Philip's in Charles Town; and in case any difference shall arise about the building of any the pews, that the same shall be finally decided by the Governour and Council of this Province, excepting the great pew designed to be built in the said church for the use of the Governour and Council, which shall be built in such place in the church, and of such dimensions and form, as the Governor and Council shall direct. Pews.

VI. *And be it further enacted* by the authority aforesaid, That in case of the death of the commissioners, or any of them, the vestry for the time being shall, and they are hereby impowered to, nominate another in the stead and place of the commissioner or commissioners so deceased. Vacancies.

VI. Which enacteth, that Mr. Aiken Williamson shall be allowed out of the publick treasury thirty pounds per annum, during his life.

Read three times and ratified in open Assembly,
March 1, 1710—11.

ROBT. GIBBES,
ROBT. DANIEL,
SAML. EVELEIGH,
THOS. SMITH,
THOS. DISTON,
STEPHEN GIBBES.

AN ACT for the keeping and maintaining a Watch and good orders in Charlestown. No. 306.

(Passed 10th November, 1711. This Act is similar to others on the subject, and therefore omitted.)

ART. VI.

"*An Act for carrying on the building and for finishing and completing the New Brick Church in Charles-Town, and declaring it to be the Parish Church of St. Philip's, Charles-Town.*" Passed Dec. 9, 1720.

I. "Whereas by storms and tempests part of the Brick Church in Charles-Town has been blown down, which was in a fair way of being built and completed, for which reason that laudable and truly Christian design has been since neglected to the endangering all the rest of the work left standing; and whereas the present parish Church in the said town must inevitably in a very little time fall to the ground, the timbers being rotten, and the whole fabrick entirely decayed, so that the whole town will be left without a fit and convenient place for public divine worship; and whereas several charitable and well-disposed persons are willing to contribute considerable sums of money towards carrying on the said work, if a competent sum of money was appropriated for the said use, to be paid out of the public treasury of this settlement, and proper commissioners appointed and authorized to receive the said subscriptions, and make contracts and agreements with workmen," &c. *Enacted*, That the commissioners shall be empowered to purchase a lot or lots for the use of the Cemetery or Churchyard; and the Church and Churchyard declared to be the Parish Church and Churchyard of St. Philip's, Charles-Town.

II. An additional duty of three pence per gallon to be laid on rum, and five pence per gallon on brandy and other spirits.

III. Every person not resident here, and importing negroes and merchandise for sale, which are not consigned to any other person actually residing in this settlement, shall pay five per cent. to the public receiver, to be computed from the prime cost.

V. The aforesaid duties to be appropriated to the building and completing the Brick Church and Churchyard in St. Philip's, Charles-Town.

VII. Major Thomas Hepworth, Ralph Izard, Esq. Major William Blakeway, Col. Alexander Parris, and Mr. William Gibbon appointed commissioners for completing the Church, enclosing the Churchyard, and receiving subscriptions and donations.

VIII. IX. Commissioners empowered to purchase one or more town lots for a cemetery; and to finish the said Church in such manner, with such materials, and of such dimensions as they shall think fit. To enclose the Cemetery with a wall; to procure a ring of bells, and to contract with workmen for completing the same.

X. That after the said Church is built, the pews in the said Church shall be built by the direction and appointment of the said

EXHIBIT SPH-2
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commissioners, by and with the advice and consent of the major part of the Vestry of the Parish of St. Philip, Charles-Town, and there shall be a pew built in the said Church for the use of the Governor and Council, in such place of the Church, and of such dimensions and form, as the Governor for the time being shall direct, and likewise one large pew for the members of the house of commons, and also one other large pew for strangers, who shall come to the said Church.

ART. VII.

"*An Act dividing the Parish of St. Philip, Charles-Town, and for establishing another Parish in the said Town by the Name of the Parish of St. Michael, and for appointing Commissioners for the Building of a Church and Parsonage House in the said Parish. And appointing one Member more to represent the Inhabitants of the said Town in the General Assembly of this Province: And for ascertaining the Number of Members to represent the Inhabitants of the said Parishes respectively in the said Assembly: And Providing an Addition to the Salary of the present Rector of the Parish of St. Philip during his Incumbency.*" Passed June 14, 1751.

Whereas the Inhabitants of the parish of St. Philip, Charles-Town, are become so numerous (and being daily increasing) that it is absolutely necessary to divide the said parish: And the present Church being insufficient for accommodating the said Inhabitants, many families (professors of the Church of England) in the said town, are deprived of the benefit of attending divine service for want of seats in the said Church: For remedying which evil, *Be it enacted*, &c. That the Parish of St. Philip, Charles-Town, shall be divided in the following manner, (that is to say) All that part of Charles-Town situate and being to the southward of the middle of Broad-street in the said town, shall be and is hereby declared to be a distinct parish by itself and separate from the other part of the parish of St. Philip; and shall hereafter be called and known by the name of the Parish of St. Michael, any thing contained in the act passed Nov. 30, 1706, entitled, "An Act for the Establishment of Religious Worship in this Province according to the Church of England, and for the erecting of Churches for the Public Worship of God, and also for the Maintenance of Ministers, and the building convenient Houses for them," notwithstanding.

II. *And be it further enacted*, &c. That the Church of the said parish of St. Michael shall be built on or near the place where the old Church of the parish of St. Philip, Charles-Town, formerly stood: and the inhabitants of the said parish of St. Michael shall and may have and enjoy all the rights, privileges and immunities that the inhabitants of the parish of Prince William and the parish

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ROA_ 7550

A. D. 1785.

Acts relating to Corporations.

No. 1278. AN ACT TO INCORPORATE THE VESTRIES AND CHURCH-WARDENS OF THE EPISCOPAL CHURCHES IN THE PARISHES OF SAINT PHILIP AND SAINT MICHAEL, IN CHARLESTON; AND FOR OTHER PURPOSES.

Preamble.

WHEREAS, the vestries and church-wardens of the Episcopal Churches in the parishes of Saint Philip and Saint Michael, called and known by the name of the "Church of England," have, by their joint petition to the General Assembly, set forth, that since the passing of the Constitution of this State, the support which was formerly provided by the Legislature for the clergy and other officers of that church is withdrawn; that many well disposed persons in the said parishes have contributed divers sums of money towards the establishing a fund for the maintenance of ministers, for the payment of their other officers, and the repairs of the said churches and parsonage houses, and that those good intentions may be more effectually carried into execution if the vestries and church-wardens of the said churches were made one body politic and corporate in law, and vested with such powers and authority as are hereinafter particularly mentioned.

Vestry and wardens of St. Philip's and St. Michael's.

I. *Be it therefore enacted*, by the honorable the Senate and House of Representatives, now met and sitting in General Assembly, and by the authority of the same, That the present vestries and church-wardens of the churches in the parishes of St. Philip and St. Michael, and their successors forever hereafter, shall be, and they are hereby declared to be, one body corporate, in deed and in name, by the name of the "Vestries and Church-wardens of the Episcopal Churches of the parishes of St. Philip and St. Michael, Charleston," and by that name shall, from time to time, and at all times hereafter, have perpetual succession and a common seal, and be capable in law, to have, hold, receive, possess and enjoy all the lands, tenements and hereditaments, and the rents and income thereof, which now are vested in the said vestries and church-wardens respectively, to them and their successors in office, and to sell, alien, exchange, demise or lease the same, or any part thereof, as they or a majority of them, shall think convenient; and they and their successors shall be able and capable in law, to have, receive, possess and retain all the monies or other personal estates, and all securities for the same, and the interest and proceeds thereof, which now are in the possession of the said joint vestries and church-wardens, and also at their discretion to call in and replace at interest the said monies, or any part thereof. *Provided nevertheless*, that in case any of the sums heretofore or hereafter to be subscribed by any person or persons whomsoever, or any gifts, devises or bequests hereafter to be made by any person or persons, for the purposes aforesaid, shall be appropriated to any other use or uses than the payment of ministers of the said churches performing divine service therein, or of any other churches or chapels, of the principles and tenets of the Church of England, that may hereafter be built within the city of Charleston, and for the payment of the salaries of the other officers of the said churches or chapels respectively, and the repairs of the said churches or chapels and parsonage houses, that then it shall and may be lawful for the persons so subscribing, giving, devising or bequeathing as aforesaid, their heirs, executors or administrators, to sue the said vestries and church-wardens, or their successors in office, and recover back the said subscriptions, gifts, devises or bequests, with the interest.

II. *And be it further enacted* by the authority aforesaid, That the said vestries and church-wardens, and their successors in office, shall be able

EXHIBIT SPH-3

and capable in law, to purchase, receive, have, hold and enjoy, to them and their successors in perpetuity, or for any term of years, any estate in lands, tenements or hereditaments, goods or chattels, of what nature or kind soever, and to sell, alien, exchange, demise or lease the same, or any part thereof, as they and their successors in office shall think convenient, for the benefit and advantage of the said vestries and church-wardens, for the purposes aforesaid. *Provided always*, that nothing herein contained, shall extend or be construed to extend, to invalidate or make void the leases heretofore made by the vestry and church-wardens of St. Philip's parish of the glebe lands of the said parish, or to deprive the lessees of the said lands, their executors, administrators or assigns, respectively, of their right to a renewal of their leases on the terms therein mentioned. May hold estate.

III. *And be it further enacted* by the authority aforesaid, That it shall and may be lawful for the said vestries and church-wardens, and their successors in office, or a majority of them, to appoint and choose proper clergymen or ministers for the said churches, and all other necessary officers, and at their will and pleasure to displace or remove, and supply others in the room or stead of him or them so removed, and to appoint such salaries, perquisites or other rewards for their labour and service therein, as they shall from time to time approve and think fit. Appoint Clergymen

IV. And *whereas*, the rents arising from the glebe lands above mentioned, and the interest of monies belonging to the said churches, are at present inadequate to the expense which must be necessarily incurred in providing for the support of the ministers and other officers of the said churches, and the repairs of the said churches and parsonage houses; *Be it therefore enacted* by the authority aforesaid, That until the rents of the said lands, and the interest of monies belonging to the said churches shall be sufficient to defray the expenses above mentioned, the said vestries and church-wardens, and their successors in office, shall be, and they are hereby authorized and impowered, annually to rate and assess each and every of the pews in the said churches, at such sum or sums of money as they, or a majority of them, shall think proper, and will be sufficient for the purposes aforesaid, regard being always had to the situation of the said pews; and if any person or persons, shall at any time neglect or refuse to pay the sum or sums of money at which his or her pew or pews are rated, within one month after such assessment as aforesaid, that then it shall and may be lawful for the said vestries and church-wardens, or a majority of them, to let to hire the said pew or pews, for any term not exceeding one year, to any person or persons who may be willing to hire the same. Pews to be rated.

V. *And be it further enacted* by the authority aforesaid, That it shall and may be lawful for the said vestries and church-wardens, by the name of the "Vestries and Church-wardens of the Episcopal Churches of the parishes of St. Philip and St. Michael, Charleston," to sue and be sued, implead and be impleaded, answer and be answered unto, in any court of judicature in this State, in all actions or suits of what nature or kind soever, which to them shall in any wise belong or appertain, in or about the premises.

VI. *And be it further enacted* by the authority aforesaid, That the last clause of an Act entitled "An Act for laying out and establishing several new streets in the North-west part of Charleston, and for building a new parsonage house for the parish of St. Philip, Charleston, and for empowering the vestry and church-wardens of the said parish for the time being, to lay out part of the glebe land of the said parish in lots, and to let the Act repealed.

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same out on building leases; and for other purposes therein mentioned, passed the seventh day of April, in the year of our Lord one thousand seven hundred and twenty," be, and the same is hereby, repealed and made null and void to all intents and purposes.

In the Senate House, the twenty-fourth day of March, in the year of our Lord one thousand seven hundred and eighty-five, and in the ninth year of the Independence of the United States of America.

JOHN LLOYD, *President of the Senate.*
JOHN F. GRIMKE, *Speaker of the House of Representatives.*

No. 1287. AN ORDINANCE TO INCORPORATE THE MASTER TAYLOR'S SOCIETY.

Preamble. WHEREAS, several persons, inhabitants of this State, have associated themselves together under the name of the "Master Taylor's Society," for the humane and charitable purpose of extending relief to such of the members and their families as may at any time through misfortune, be reduced to indigence; and have preferred a petition to the General Assembly, to be incorporated:

Master Tailor's Society. I. *Be it ordained*, by the honorable the Senate and House of Representatives, in General Assembly met, and by the authority of the same, That Theodore Trezvant, Samuel Stent and John McCall, together with the several persons who now are, or shall hereafter be, members of that society in this State, shall be, and they are hereby declared to be, one body corporate and politic, in deed and in name, by the name and style of the "Master Taylor's Society," and by that name shall have perpetual succession of officers and members, and a common seal, with power to change, alter, break and make new the same, as often as they shall judge expedient, and they and their successors shall be able and capable in law, to purchase, have, hold, receive, enjoy, possess and retain to them and their successors in perpetuity, or for any term of years, any estate or estates, real and personal, messuages, lands, tenements or hereditaments, of what kind or nature soever, not exceeding five hundred pounds sterling, per annum, and to sell, alien, exchange, demise or lease the same, or any part thereof, as they shall think proper; and they and their successors, shall be able and capable in law, to have, hold, receive, enjoy, possess and retain all the monies or other personal estate, and all the securities for the same, and the interest or proceeds thereof, which are now in the hands of, or vested in any of the said members in trust for the said society, and also at their discretion, to call in and replace at interest, the said monies, or any part thereof, and by the same name to sue and be sued, implead and be impleaded, answer and be answered unto, in any court of law or equity in this State, and to make, constitute and establish such by-laws, rules and orders, not repugnant to the laws of the land, as to a majority of the members shall appear necessary for the better regulating, ordering and governing the said society.

II. *And be it further ordained* by the authority aforesaid, That it shall and may be lawful for the corporation hereby erected, to take and hold, to

1791-36-01

To the Honorable David Ramsay Esquire President, and the Honorable Members of the Senate of the State of South Carolina.

The Petition of the Vestry and Church Wardens of the Protestant Episcopal Church, in the Parish of Saint Philip, in Charleston.

Sheweth,

That by an Act of the General Assembly of the State, passed in March 1785, the Vestries and Church Wardens of the Protestant Episcopal Churches, in the Parishes of Saint Philip, and Saint Michael, in Charleston, were jointly, incorporated as a Body Corporate and Politic.

That among other inconveniencies Attending the said Act, your Petitioners have experienced great inconveniencies and impediments in the recovery of such Debts as are, or also due to the said Parish of Saint

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Assembly, and the Honorable Members of the House of the State of South Carolina.

The Petition of the Vestry and Church Wardens of the Protestant Episcopal Church, in the Parish of Saint Philip, in Charleston.

Sheweth,

That by an Act of the General Assembly of the State, passed in March 1785, the Vestries and Church Wardens of the Protestant Episcopal Churches, in the Parishes of Saint Philip, and Saint Michael, in Charleston, were jointly incorporated as a Body Corporate and Politic.

That among other inconveniencies Attending the said Act, your Petitioners have experienced great inconveniencies and impediments in the recovery of such Debts as are solely due to the said Parish of Saint Philip, and in which the Parish of Saint Michael is not interested; Because, the said Parish of Saint Philip, is not legally Authorised by the said joint Incorporation of both Parishes to sue for the recovery of such Debts as are solely due to the said Parish of Saint Philip the said Act Incorporating both Parishes jointly, not authorising either Parish seperately, to sue for the seperate and

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respective Debts due to either respectively.

Your Petitioners are therefore of Opinion, that it would be to the Interest and Convenience of both Parishes, that each should have a seperate Incorporation, and thereby be freed from the Interferance of the other.

Your Petitioners, therefore Pray,

That they and their Succesors in Office be a Body Corporate and Politic by the Name of the Protestant Episcopal Church in the Parish of Saint Philip in Charleston.

And,

Your Petitioners will pray.

Vestry

Wm Smith
Daniel Cannon
Thomas Radcliffe
Benj. Villeponteaux
Tho. Bee

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[illegible] the Assurance of the same.

Your Petitioners, therefore Pray,
That they and their Successors in
Office be a Body Corporate and Politic
by the Name of the Protestant Episcopal
Church in the Parish of Saint Philip
in Charleston.
And,
Your Petitioners will pray.

Vestry
Robt. Smith
Daniel Cannon
Thomas Radcliffe
Benj. Villepontoux
Tho. Corbett

Church Wardens
John C. Holmes
James Theus

Senate

The Petition of the Vestry and Church Wardens of Saint Philip's Charleston

Petition
Mr. Kirby & Bennett Wardens
of Saint Philip's Church &c
Novembr 1791

Committee
Mess. Pinckney
Dr. Taylor
& Mr. Alston

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(81)

REPRODUCED FROM DOCUMENTS IN
SOUTH CAROLINA DEPARTMENT OF ARCHIVES AND HISTORY
COLUMBIA, S. C.

General Assembly
Petition 1791 #76

EXHIBIT SPH-5

A. D. 1791.

Acts relating to Corporations.

May draw lottery.

VIII. *And be it further enacted* by the authority aforesaid, That the said corporation shall be, and they are hereby, fully authorized and empowered, from time to time, to erect and proceed to the drawing, and finally to conclude any lottery or lotteries, that they may think necessary to establish for the use and benefit of the said town.

IX. *And be it further enacted* by the authority aforesaid, That this Act shall be deemed a public Act, and if any person or persons shall be sued for any thing done by virtue of this Act, he may plead the general issue, and give this Act and the special matter in evidence.

In the Senate House, the nineteenth day of February, in the year of our Lord one thousand seven hundred and ninety-one, and in the fifteenth year of the Independence of the United States of America.

DAVID RAMSAY, *President of the Senate.*
JACOB READ, *Speaker of the House of Representatives.*

No. 1533. AN ACT TO MAKE AND ESTABLISH THE VESTRIES AND CHURCH WARDENS OF THE EPISCOPAL CHURCHES OF THE PARISHES OF ST. PHILIP AND ST. MICHAEL, IN CHARLESTON, TWO SEPERATE AND DISTINCT BODIES POLITIC AND CORPORATE, AND TO ENLARGE THEIR POWERS.

Preamble.

WHEREAS, the vestries and church wardens of the Episcopal churches of the parishes of Saint Philip and Saint Michael, in Charleston, are desirous that they should be made, established, and incorporated, as two separate and distinct bodies politic and incorporate, and that each, should respectively, have and possess the same authority, powers and privileges, which are by an Act of the General Assembly of this State, passed on the twenty-fourth-day of March, in the year one thousand seven hundred and eighty-five, granted to and vested in the said two churches conjointly, and that they shall have, severally, certain powers in addition to those granted to them in the said Act; and it is expedient and proper, that such their desires shall be effected.

St. Philip and St. Michael separated.

I. *Be it therefore enacted*, by the honorable the Senate and House of Representatives of this State, now met and sitting in General Assembly, and by the authority of the same, That the said vestries and church wardens of the Episcopal churches of the Parishes of St. Philip and St. Michael, in Charleston, be, and they are hereby, made, established and incorporated, as two separate and distinct bodies, politic and corporate, in name and in law; and that each of them separately, shall thereafter, have, possess and enjoy, their respective properties severally, and shall also have, possess and enjoy, the same authority, powers and privileges, which by the Act of the General Assembly aforesaid, are granted to, and vested in them conjointly; and that the said vestry and church wardens of the Episcopal church of the parish of St. Philip, in Charleston, and their successors in office for ever hereafter, shall be and they are hereby, declared to be incorporated, as a body politic and corporate, in deed and in law, by the name of "The Protestant Episcopal Church, of the Parish of Saint Philip, in Charleston, in the State of South Carolina." And that the said vestry and

church wardens of the Episcopal Church of the parish of St. Michael, in Charleston, and their successors in office forever hereafter, shall be, and they are hereby declared to be, incorporated as a body politic and corporate, in deed and in law, by the name of "The Protestant Episcopal Church, of the Parish of St. Michael, in Charleston, in the State of South Carolina."

II. *And be it further enacted* by the authority aforesaid, That the said two churches, by their respective names before mentioned, shall severally, from time to time, and at all times hereafter, have perpetual succession, and a common seal, and be capable in law, to have, hold, take, receive, possess and enjoy, all the lands, tenements and hereditaments, and the rents and income thereof, which now are, or hereafter shall be, vested in them, respectively, by gift, devise or purchase, to them and their respective successors in office for ever, not exceeding the annual income of one thousand pounds each; and that the said two churches, by their said respective names, shall and may, severally, sue and be sued, implead and be impleaded, answer and be answered unto, in any court of judicature in this State, in all actions or suits of what nature or kind soever, which to them shall in any wise belong or appertain, in or about the premises. Rights and privileges.

III. *And be it further enacted* by the authority aforesaid, That the said corporations, and each of them, shall have full power and authority, by their respective names above mentioned, either at law or in equity, to sue for, recover and receive, all and every such sum and sums of money, goods, chattels, houses, lands, real estate, or other property, as now is, or are, or hereafter shall be due to, or kept and detained from them, or either of them, by any one or more of their, or either of their own body, sect, fraternity or society, or any other person or persons whomsoever; any law, usage or custom to the contrary thereof in any wise notwithstanding.

IV. *And be it further enacted* by the authority aforesaid, That if any person or persons shall neglect or refuse to pay the sum or sums of money, at which his, her or their pew or pews in either of the said two churches, is or are already rated or assessed, according to the directions of the Act of the General Assembly hereinbefore mentioned, within six months after the passing of this Act; or in case any person or persons shall refuse or neglect to pay the sum or sums of money, at which his, her or their pew or pews, in either of the said two churches, shall at any time hereafter be rated or assessed, according to the directions of the said Act of the General Assembly, within six months after such assessment as aforesaid, then, and in either of the said two cases, it shall and may be lawful for the vestries and church wardens, or a majority of them, of the said churches, respectively, to let out and hire the said pew or pews, to any person or persons who may be willing to rent or hire the same, for such term or length of time as may be necessary to make up such sum or sums of money as may be due or owing on account of assessments as aforesaid, or otherwise, by the owner or owners thereof to the church in which such pew or pews is or are situated.

V. *And be it further enacted* by the authority aforesaid, That the agreement made and entered into, by the vestries and church wardens of the said two churches, relative to the glebe lands, and all and every act, matter, transaction, thing and deed, done or executed by virtue or in consequence of any agreement made by or between them, relative to the said glebe land, or any joint property belonging to them, shall be, and the same is

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and are hereby declared to be, valid, firm and effectual; any law, custom or usage to the contrary thereof in any wise notwithstanding.

VI. *And be it further enacted* by the authority aforesaid, That so much of the Law or Act for incorporating the said churches, passed on the twenty-fourth day of March, in the year of Lord one thousand seven hundred and eighty-five, as is repugnant to this Act, shall be, and the same is hereby, repealed.

In the Senate House, the twentieth day of December, in the year of our Lord one thousand seven hundred and ninety-one, and in the sixteenth year of the Independence of the United States of America.

DAVID RAMSAY, *President of the Senate.*
JACOB READ, *Speaker of the House of Representatives.*

No 1535. AN ACT TO INCORPORATE THE GRAND LODGE, AND THE SEVERAL LODGES UNDER THE JURISDICTION THEREOF, OF SOUTH CAROLINA ANCIENT YORK MASONS.

Preamble. WHEREAS, Brigadier General Mordecai Gist, Grand Master, and others the officers and members of eighteen Lodges of Ancient York Masons, represented in Grand Lodge in the city of Charleston, have petitioned the Legislature to be incorporated a body politic, by the name and style of "The Grand Lodge of the State of South Carolina Ancient York Masons, and its Masonic Jurisdiction." And *whereas*, it is expedient to grant the prayer of the said petition.

Grand Lodge of Acient York Masons. I *Be it therefore enacted*, by the Honorable the Senate and House of Representatives, now met and sitting in General Assembly, and by the authority of the same, That the said society abovementioned, and the subordinate lodges aforesaid, composing the same, and the several persons who now are or shall hereafter be members, respectively, and their successors, members and officers thereof, respectively, shall be, and are hereby declared to be, a body politic and corporate, in name and in deed, by the name and style of "The Grand Lodge of the State of South Carolina Ancient York Masons, and its Masonic Jurisdiction," and by the same name shall have perpetual succession of officers and members, and a common seal, with power to change, alter and make new the same, as often as the said corporation shall judge expedient.

Rights and privileges. II. *Be it also enacted* by the authority aforesaid, That the said society and the Lodges constituting the same, shall be able and capable in law, to purchase, have, hold, receive, enjoy, possess and retain, to itself, or each or any of them, in perpetuity or for any term of years, any lands, tenements or hereditaments, of what kind or nature soever, not exceeding the value of five thousand pounds; and to sell, alien, exchange or demise or lease the same, or any part thereof, as the said corporation shall think proper; and by the same name, to sue and be sued, implead and be impleaded, answer and be answered unto, in any court of law or equity in this State; and to make such rules, orders and by-laws, (not repugnant to the laws of this State,) as may be necessary, for the order, rule, good government and management thereof; and it shall and may be lawful to and for the said society to constitute subordinate Lodges, and to do all other things concerning the government, estate, monies and revenues of said Grand Lodge and subordinate Lodges.

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1730

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Received the day & Year Within Writen of the Within Named Martin the sum of two hundred Sixty one Pounds five Shillings For the Consideration money Within mentioned To be Paid to me) £ 261.: 5

WITNESS Allex^r Trench

T. Pinckney /. W^m. Pinckney / John Brown /.

October y^e. 2^d. 1730. This day Came before me John Wright one of his majestys Justices In Berkly County John Brown Who being Sworn on the Holy Evangelist Declares that he Saw the Within named Allex^r. Trench Sign Seal & deliver as his Act and deed the Within Indentures of Lease & Release And Also that he saw The Within mentioned Tho^s. Pinckney & W^m. Pinckney Witness the same /. Jno Wright /-

Registered the 15^th. day of October 1730 /. By: Jacob Motte Register /.

125 THIS INDENTURE TRIPTITE made the twenty first day of October Ann Dom one thousand seven hundred Thirty & In the fourth year of the Reign of our Sovereign Lord George the Second By the grace of God of great Brittain france & Ireland King defend^r of the faith &c^a. Between the honble Nicholas Trott of the Parish of S^t. Phillips Charlestown In Berkly County In the Province of South Carolina Esq^r, and Sarah his Wife Late Sarah Rhett the Widdow & Relict of William Rhett heretofore of the Parrish of S^t. Phillips Charlestown afores^d. Esq^r. decd of the first Part the Reverend Allexander Garden Rector of the Parish afore s^d. John Fenwicke Eleazer Allen of the Second Part and Jacob Motte & Robert Brewton Church Wardens of the Parish of S^t. Phillips Charles Town afores^d. of the third WITNESSETH that for and in Consideration of the sum of Twenty five Shillings Currant Money of South Carolina to the s^d. Nicholas Trott and Sarah his Wife or one of them In hand at or before the Sealing and delivery of these Presents By the s^d. Allexander Garden John Fenwick Eleazer Allen Robert Brewton and Jacob Motte Well and truly Paid the Recet Whereof Is hereby Acknowledged THEY they the s^d. Nicholas Trott and Sarah his wife HAVE and Either of them HATH Granted Bargained & Sold & by these Presents do and Either of them DOTH upon the Request & By the direction & Appointment of the s^d. Allexander Garden John Fenwick & Eleazer Allen Testified By their being made Parties to and Signing & Sealing of these Presents Grant Bargain Sell unto the s^d. Robert Brewton and Jacob Motte & their Successors Church Wardens of the Parish for the time Being All that one third Part of a Town Lott Scituate and Lying and being In Charles Town afores^d. and distinctly known In the modell of the s^d. town By the Number one hundred and Ninety two Being the Middlemost third Part of the s^d. Town Lott and Which Runeth from the Street or front of the s^d. Lott In a Streight Line Backward to the Land Late Belonging to Cap^t. Henry Simons decd and Butts and Bounds to the South on the other third Part of the s^d. Town Lott and to the North upon other third Part of the s^d. Town Lott to the East on the s^d. New Brick Church

126 AND TO the West upon Lately Belonging to the s^d. Henry Simonds Which s^d. Third Part of the s^d. town Lott Containing in breadth fronting the s^d. Brick Church forty one feet and an half English measure & In depth from East to West two hundred / Seventy two feet Together with all ways Waters Water Courses Woods Profitts Comodities Hereditaments Rights Members and Appurtenances to the s^d. Third Part of a Town Lott Belonging or In any Wise appertaining or accepted Deem^d Taken or known as Part Parcell or member thereof to have & to hold the s^d. third Part of a Town Lott With the Appurtenances and Other the Premisses herein before Granted Bargained and Sold unto the s^d. Robert Brewton and Jacob Motte and their Successors Church Wardens of the s^d. Parish of S^t. Phillips Charlestown from the day next Before the day of the date of these Presents for and dureing and unto the full End and Term of one Whole year from thence Next Ensuing & fully to be Compleat and Ended Yielding and Paying therefore unto the s^d. Nicholas Trott and Sarah his Wife the Rent of one Pepper Corn on the last day of the s^d. Term If the same shall be Lawfully demanded to the Intent and Purpose that the s^d. Robert Brewton and Jacob Motte By Virtue hereof and Of the Statute for Transferring of uses Into Possession In that Case made and Provided of force Within this Province may be in the Actual Possession of the Premisses before by these Presents Granted Bargained & Sold & thereby Be Enabled to Accept and Take a Grant & Release of the Reversion and Inheritance thereof To them and their Successors Church Wardens of the s^d. Parish of

S^t. Phillips Charles Town for the Time Being forever to and for Such uses Intents and Purposes As are Intended to be mentioned In a Certain Indenture of Release Intended to Bear date the day next after the day of the date hereof amd Intended to be made Between the s^d. Nicholas Trott and Sarah his Wife of the first Part the Allexand^r Garden John Fenwick & Eleazer Allen of the second Part and the s^d. Robert Brewton and Jacob Motte of the third In Witness Whereof the s^d. Parties to these Present Indentures HAVE Interchangably Sett their hands & Seals the day and Year first Above Written

Nicholas (Seal) Trott. Sarah (Seal) Trott

A. Gar (Seal) den. Jn^o. (Seal) Fenwick Eleaz^r. (Seal) Allen

SEALED & delivered In the Presence of us 127

Rich^d. Rowe/. Thomas Baker /. Peter Horry ./ W^m. Romsey /.

October 29^th. 1730. THIS day Personally appeared before me Allex^r. Parris Esq^r. William Romsey and made oath on the Holy Evengeliat that he Was Present and did See Nicholas Trott, Sarah Trott. the Rev^d. Allex^r Garden. John Fenwick. & Eleaz^r. Allen Sign Seal & As their Acts and deeds deliver the Within Lease for the uses therein Mentioned And that he did See Richard Rowe, Thomas Baker & Peter Horry Sign as Evidences thereto / SWORN before me Alexand^r Parris

Registerd y^e. 30^th. of October 1730./ By Jacob Motte Register ./

THIS INDENTURE TRIPLITE made the Twenty Second day of October Anno dom one thousand Seven hundred and thirty and In the fourth year of the Reign of our Sovereign Lord George the Second By the Grace of God of Great Britain france & Ireland King defend^r of the faith &C^a. BETWEEN the Honble Nicholas Trott of the Parish of S^t. Phillips Charles Town In Berkly County In the Province of South Carolina Esq^r. and Sarah his Wife Late Sarah Rhett. the Widdow and Relict of William Rhett heretofore the Parish of S^t. Phillips Charles Town Afores^d. Esq^r. decd of the first Part the Reverend Allex^r. Garden Rector of the Parish afores^d. John Fenwick And Eleaz^r. Allen of the Parish afores^d. Esq^rs. three of the Comissioners for the Carrying on & finishing the New Brick Church in Charles Town afores^d. of the Second Part and Robert Brewton & Jacob Motte Church Wardens of the Parish of S^t. Phillips Charles Town afores^d. of the third Part

WHEREAS in and by a Certain act of the Generall Assembly of this Province Ratified and Assented to the Seventeenth day of Aprill In the Eleventh year of the Reign of his Late majesty King George the first and In the year of our Lord one thousand Seven hundred & Twenty five Intituled an Act to Impower the Comiassion^rs of the New Brick Church in Charles Town or any three of them to Purchase Convenient Lott or Lotts or Part of Lotts In the s^d. Town for a Church Yard (Recyting among other things that the New Brick Church

AFORES^d. Was In great forwardness to be finished and that there was an Absolute Necessaty to Purchase Land 128 for a Church Yard or Burying Place and Also that there was not any Land Adjoyning to the s^d. Church then Appropriated or Purchased for a Church Yard It was Enacted that the afores^d. Comissioners or any three of them might Purchase Land of & from any owner or owners of any Lott or Lotts or Part of Lotts Such and So many Lotts or Parts of Lotts Adjoyning to the s^d. New Brick Church As they Should Think most Convenient & Necessary for a Church Yard and Burying Place at Such Reasonable Rates & Prices as Should be agreed upon & Between the s^d. Comissioners & the Severall Owners of Such Lotts or Parts of Lotts and the owner of Such Lott or Lotts are hereby Required on Payment of the money By the s^d. to Make a Good & Suficient Conveyance In the Law at the Charge of the s^d. Comissioners of Such Lott or Lotts or Part of Lotts unto the Church Wardens of the s^d. Parish of S^t. Phillips Charles Town for the Time Being and Their Successors Church Wardens of the Parish forever As In and by the s^d. Recyted Act of Assembly May more fully and At Large appear AND WHEREAS the s^d. Allexand^r. Garden John Fenwick and Eleazer Allen have a greed With the s^d. Nicholas Trott & Sarah his Wife for the Absolute Purchase of a Third Part of a Certain town Lott hereinafter mentioned & Described for the sum of four hundred Pounds Current money of this Province

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NOW THIS INDENTURE WITNESSETH that as Well for & In Consideration of the Sum of four hundred pounds Curr^{t}. money of this Province of South Carolina to them the s^{d}. Nicholas Trott and Sarah his wife or one of Them In hand at and before the Ensealing and delivery of these Presents by the s^{d}. Allex^{r} Garden. John Fenwick and Eleaz^{r}. Allen Well and truly Paid The Receipt Whereof the s^{d}. Nicholas Trott and Sarah his wife do hereby acknowledge and Thereof and of and from Every Part and parcell Thereof do and Either of them doth Acquitt Release Exonerate and discharge The s^{d}. Allexander Garden John Fenwicke and Eleazer Allen and Each and Every of Them for ever By these Presents as for and In Consideration of the further Sum of Ten Shillings Like Currant Money of the s^{d}. Province to the s^{d}. Nicholas Trott & Sarah his wife In hand At and before the Sealing and delivery of these

129 PRESENTS By the s^{d}. Robert Brewton and Jacob Motte well & truly Paid the Receipt Whereof is hereby Acknowledged THEY the s^{d}. Nicholas Trott and Sarah his wife HAVE and Either of them HATH Granted Bargained Sold Aliend Remised Released & Confirm^{d} AND by these Presents DO and Either of them doth upon the Request and by the direction and appointment of the s^{d}. Allexander Garden John Fenwick & Eleaz^{r}. Allen Testified By their being made Parties to and Sealing and delivering of These Presents fully freely Clearly and Absolutely grant Bargain Sell Alien Remise Release & Confirm unto the s^{d}. Robert Brewton and Jacob Motte In their Actuall Possession now beimg By Virtue of an Indenture of Lease Bearing date the day next Before the day of the date of these presents made thereof By the s^{d}. Nicholaw Trott & Sarah his Wife to the s^{d}. Robert Brewton and Jacob Motte in Consideration of the sum of Twenty five Shillings Curr^{t}. money of this Province for one Year Commenceing from the day next Before the day of the date of the s^{d}. Recyted Indenture of Lease of at the Rent of one pepper Corn and By Virtue of the statute of force In this Province for the Transferring of uses Into Possession In that Case made & Provided and to the Successors of the s^{d}. Robert Brewton and Jacob Motte the Church Wardens for the time being of the s^{d}. Pariah of S^{t}. Phillips Charles Town forever all that one Third Part of a Certain Town Lott Situate Lying and Being In Charles Town afores^{d}. and distinctly known In the Modell of the s^{d}. Town by the Number one hundred and Ninety two Being the Middlemost third part of the s^{d}. town Lott and Which Runath from the street or front of the Lott In a Streight Line Backward to the s^{d}. Land Late Belonging to Cap^{t}. Henry Simonds decd & Butts & Bounds to the south On the other third Part of the s^{d}. Town Lott and to the North upon another third Part of the s^{d}. Town Lott to the East upon the s^{d}. New Brick Church and to the West upon the Land Lately Belonging to the s^{d}. Henry Simonds Which s^{d}. third Part of the s^{d}. Town Lott Contains In Breadth fronting the s^{d}. Brick Church forty one feet and a half English Measure and In depth from East to West Two hundred & Twenty two

130 FEET Together With all Ways Waters Watercourses Woods Profitts Comodities heraditamentq Rights members and Appurtenances to the s^{d}. third part of the s^{d}. town Lott Belonging or in any Wise Appertaining or Accepted Reputed deemed Taken or known as Part Parcell or member thereof and the Reversion and Inheritance Remainder & Remainders Yearly and Other Rents Issues & Profitts Thereof and of Every Part & Parcell thereof and all the Estate Right Title Intrest use Trust Possession Property Profitt Claim and Demand Whatsoever Both In Law & Equity Which they the s^{d}. Nicholas Trott and Sarah his Wife or Either of them their or Either of their heirs shall may or ought to have of Into or out of the s^{d}. Third Part of the afores^{d}. Town Lott and Other the Premisses hereinbefore by these Presents Granted Sold & Released or meant mentioned or Intended to be herein Before by these Presents Granted Sold and Released or meant mentioned or Intended to be herein before By these presents Granted Sold and Released Togethar With all deeds Plotts Grants Escripts Evidences Charters Writeings and Minuments Whatsoever Which they the s^{d}. Nicholas Trott and Sarah his wife or Either of them now have or hath In their or Either of their Custody or possession or Which are In the Custody or Possession of any other person or Persons for their or Either of their use or Benefitt Which do only Concern the Premisses or only some part thereof TO HAVE AND TO HOLD the afores^{d}. third Part of a Town Lott and other the premisses herein before by these presents Bargained Sold and released or meant mentioned or Intended to be herein before by these presents Bargained Sold and released With their & Every of their appurtenances unto the sd.

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Robert Brewton and Jacob Motte & their Successors the Church Wardens forever for the time Being of the s^d. Parish of S^t. Phillips Charlestown ~~for/Ever~~ to and for the use of a Churchyard or Burying place according to the direction and Limittation thereof In and By the s^d. In Part Recyted Act of Assembly And the s^d. Nicholas Trott for himsef his heirs Exors & admors doth Covenant promise and grant to & with the s^d. Robert Brewton and Jacob Motte and their Successors the Church Wardens for the time being of. the s^d. parish of S^t. Phillips Charlestown by these Presents In man^r and form following that Is to say that they the s^d. Nicholas Trott and Sarah his wife for and Notwithstanding any Act matter or thing By them or Either of them done or Witingly or Willingly

SUFFERED to be done to the Contrary Now are & stand or one of them is and Standeth ~~the~~ Lawfully Rightfully 131
and Absolutely Seized of a good and Indefeazable Estate of Inheritance In fee simple of & in the afores^d. Third part of the s^d. Town Lott and Other the premisses herein before by these presents Bargained Sold & Released or meant mentioned or Intended to be herein before by these presents Bargained Sold and Released and of and In Every Part & Parcell thereof AND ALSO that they the s^d. Nicholas Trott and Sarah his wife at the Time of the Sealing and delivery hereof for and Notwithstanding any Such Act matter or thing as afores^d. have or one of them hath full power and lawfull & Absolute Authority to grant bargain & sell the afores^d. Third part of the afores^d. Town Lott and other the premisses With their and Every of their appurtenances unto the s^d. Robert Brewton & Jacob Motte and Their Successors the Church Wardens for the Time Being of the s^d. parish of S^t. Phillips Charles Town In manner & form afores^d. AND also that they the s^d. Robert Brewton & Jacob Motte and their Sucessors The Church Wardens for The Time being of the s^d. parish of S^t. Phillips Charlestown Shall and may forever hereafter Lawfully peaceably & Quietly have hold & Enjoy the s^d. Third Part of the afores^d. Town Lott and Other the Premisses herein before by These presents granted Bargained Sold and Released or ment mentioned or Intended to be herein before By These presents Granted Bargained Sold & Released with their and every of their appurtenances & that free & Clear and freely & Clearly Acquited & discharged or otherwise Saved and kept harmless of and from all Gifts Gremts Statutes Judgm^ts. Recognizances Mortgages Entails Joyntures dowers Right and Title of dower Legacies forfietures Titles and Incumbrances whatsoever had made Comitted or done or Suffered By the s^d. Nicholas Trott and Sarah his wife or Either of them The Quit Rents hereafter to grow due and become Payable for the Same only and Always Excepted and ALSO that he the s^d. Nicholas Trott and Sarah his wife and Their heirs & All & Every other Person or Persons Whatsoever claiming or to Claim any Estate Right Title or Intrest In the before hereby Leased & Granted premisses or any Part Thereof by from or under them or Either of

SHALL AND Will from time to time and Att all Times hereafter Within the Space of seven years next Ensuing 132
the date hereof upon the Reasonable Request and at the Proper costs And Charges In th law of The s^d. Robert Brewton & Jacob Motte or their Successors The Church Wardens for the Time being of the s^d. parish of S^t. Phillips Charles Town make do Acknowledge Levy Execute and Suffer or Cause & procure to be made done Acknowledged Levyed Executed and Suffered unto the s^d. Robert Brewton and Jacob Motte and their Successors The Church Wardens for The Time being of the s^d. Parish of S^t. Phillips Charles Town all and Every Such further and other Lawfull and Reasonable Act and Acts dead and deeds Conveyances & Assurances In the law Whatsoever for the further Better more perfect and Absolute Conveying & Confirming of the s^d. one Third part of the afores^d. Town Lott and other The premisses herein before By These Presents Bargained Sold & Released or meant Mentioned or Intended to be herein hereinbefore By These presents Bargained Sold & Released & Every part and parcell thereof Bee It by deed or deeds feoffments Release or Confirmation or by all or any of the s^d. Ways or means or by any other Ways or means Whatsoever as By The s^d. Robert Brewton and Jacob Motte or Their Successors The Church Wardens for the Time being Being of the said Parish By Their Councill Learned In the law Shall be Reasonably devised Advised and Required so as Such farther Assurances Conveyance do not Contain any further or other warty or Covenant Than against The Act of the Respective Parties Executing the same his her or their heirs and so as Such Person or person or Persons be not Compelled or

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Compellable to Travel for The doing and Executing thereof farther than Twenty miles from his her or their Place of aBode at the Time of such Request IN WITNESS Whereof The s[d]. parties To These present Indentures have Interchangably sett their hands & Seals the day & Year first Above Written /.

Nicholas (Seal) Trott; Sarah (Seal) Trott.

A. Gar (Seal) den. John (Seal) Fenwick. Eleaz[r]. (Seal) Allen

SEALED

133 SEAIED and delivered In the Presence of us

Rich[d]. Rowe /. Thomas Baker /. Peter Horry /. W[m]. Romsey .

Received The day and Year Within Written of the Within Named The Reve[d] Allex[r]. Garden John Fenwick & Eleaz[r]. Allen Esq[rs]. the Sum of four hundred pounds Curr[t]. money of South Carolina Being In full of the Consideration Money within Mentioned to be paid to us. Nicholas Trott /. Sarah Trott

WITNESS Rich[d]. Rowe /. Tho[s]. Baker /. Peter Horry /. W[m]. Romsey

October 29[th]. 1730 THIS day appeared before me William Romsey and made oath on The Holly Evangelist That he was Present and did see Nicholas Trott. Sarah Trott. The Rev[d]. Allex[r] Garden. John Fenwicke & Eleaz[r] Allen Sign Seal & As Their Acts & deeds deliver The Within Release for the uses Therein mentioned and That he did See Rich[d]. Rowe Thomas Baker & Peter Hory Sign As Evidences Thereto /. SWORN before me

Allexand[r] Parris

Registe[d] y[e]. 4[th]. day of. Nov[r] 1730. By: Jacob Motte Register ./

Carrolina SS)
)
Com[t] Colleton) THIS INDENTURE made the Thirty first day of October one Thousand seven hundred & Thirty BETWEEN John Davis of Colleton County In the province of South Carolina Planter of The one part and William Perriman of berkly County and Province afores[d]. of the other Part Witnesseth That The s[d]. John Davis did for and In Consideration of the sum of Two hundred Twenty five pounds Curr[t]. money To him Paid give and Grant unto The s[d]. William Perriman a Plantation Containing Two hundred acres of Land English Measure situate & Lying In Colleton County Butting & Bounding as By The Platt Thereof may appear TO HAVE & TO HOLD The s[d]. Plantation to the s[d]. William Perriman his heirs or assigns forever In free & Comon Soccage With Privelledge of hawking & hunting &c[a] and With all Woods & Trees Thereon Growing as By the platt and Grant Thereof may more fully and at Large appear Relation being

134 THEREUNTO had NOW THIS INDENTURE WITNESSETH That I The s[d]. John Davis for & In Consideratiom of the Sum above mentioned to me In hand Paid at and before The sealing and delivery hereof The Receipt Whereof I doe hereby Acknowledge HAVE Bargained Sold Aliend Assigned and Sett over unto The s[d]. William Perriman his heirs & Assigns forever The s[d]. Two hundred Acres of Land and All The Improvements & Buildings Thereon & to have the same forever / he the s[d]. William Perriman Paying The Rents that shall Come due unto the King IN WITNESS

Signed Sealed &) John Davis (Seal)

delivered In p[r]sence of us)

Thomas Boone /. Robert Hiett /. John Jones /.

PERSONALLY appeared before me Tweedie Somerville Esq[r]. Robert Hiett Who being duly sworn on The holy Evangelist of Almighty God declares That he say John Davis Sign Seal & deliver The within as his act and deed for The uses Within mentiond and That he saw Thomas Boone. & John Jones. Sign With himself as Witnesses /.

Robert Hiett

Sworn before me this 13[th]. Nov[r]. 1730 /. Tweedie Somerville

Registerd y[e]. 13[th]. day of Nov[r]. 1730 By Jacob Motte Register ./

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EXHIBIT SPH-7

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Presents Doth fully freely clearly & Absolutely give Grant bargaine Sell Alene Infeoff & Confirm unto the sd Allex Garden & his heirs & Asignes one Lott in Dorchester Town platt one quarter of an Acre of Land And known in the platt by the Numbr (66) Together with all & Singular the ways Profitts easments Inhumings Privilledges rights Comodityes Hereditam^ts & Appurtenances thereunto belonging or in any ways or in any ways Appertaining TO HAVE & to hold use Occupy possess & enjoy all & above granted Premisses & their Appurten^ces to him the sd Allex Garden his heirs & Asignes for ever for his & their only proper use benefit and behoofe he or they Yealding & paying for & yearly unto the Lords propriat^rs or their Receivor every first day of Dec^r after the rate of one Shill^g for one hund^d Acres in lieu & for all manner of Services And the sd Aaron Way Sen^r & Will^m Way Sen^r for themselves their heirs Execu^rs & Admins^rs doth Covenant & promise to & with the sd Allex Garden & his heirs & Asignes in manner & form following (that is to say) that at the time of the present bargaine & Sale and until the sealing & Delivery of these presents We the sd Aaron Way Sen^r & Will^m Way Sen^r are the true & Sole & Lawfull owners of all & above^d premises & stands rightly Possessed of the same in free & Common Socage & that they the sd Aaron Way Sen^r & Will^m Way Sen^r hath in themselves joyntly good right full power & lawfull Authority to grant sell convey & Assure the Premisses in manner & form as aforesd And that the sd Allex Garden his heirs & Asignes Shall & may from henceforth & for ever hereafter by Vertue & force of these Presents Lawfully & Peaceably & Quietly have hold use Occupy possess & enjoy all & above granted premisses And their Appurtenances without any lett Molestation Denial trouble or Contradiction of them the sd Aaron Way Sen^r & Will^m Way Sen^r their heirs Exec^rs Admin^rs or of any other person or persons Claiming or having any Lawfull right title or Interest therein by from or under them or by any other Lawfull ways or means whatsoever And that the sd Aaron Way Sen^r & Will^m Way Sen^r will make signe seal ratifie & confirm unto such further & other lawfull & reasonable Act thing & Devices in & about the premisses as shall be thought Reasonable by the sd Allex Garden his heirs & Asignes or by his Counsel Learned in the Laws for the better confirmation of the Premises at the proper Cost & Charges of the sd Allex^r Garden In Witness whereof the sd Aaron Way Sen^r & Will^m Way Sen^r have hearunto Sett their hands & Seals this twenty Sixth day of March in the Year of our Lord one thousand seven hundred and twenty four

Signed Sealed & Delivered in the presence of us
Tho^s Waring Joseph Smith: Aaron Way Jun^r

Aaron Way Sen^r (Seal)
William Way Sen^r (Seal)

South Carolina

Thomas Waring Esq^r one of the Witnesses to the Within Instrument of Writting this Day personally Appeared before me and made Oath on the holy Evangelist that he saw Aaron and William Way partys to these P^r Sents signe seal and Deliver the same as their and each of their free and Voluntary Act and Deed Given under my hand this 1^st day of May 1724 A Skene

S^r Carolina ss Recorded in the Office of Publick Register of this Province in book S folio 240: & 241 this first day of May 1724 p Rob^t Austin Pub: Reg^r

This Indenture Quadruplate made the fifth day of November in the fourth Year of the Reign of Our Sovereign Lord George the Second by the Grace of God of Great Brittain France and Ireland King Defender of the Faith &c and in the Year of our Lord one thousand seven hundred and thirty Between Andrew Allen of Charles town in Berkley County in the Province of South Carolina Merchant and Robert Tradd of Charles Town aforesaid in Berkley County aforesaid Gent^n Two of the Executors of the Last Will and Testament of Mathew Porter late of Charles town aforesaid Sawyer Deceased of the first part Miles Brewton of Charles town aforesaid Gent^n and Susannah his wife late Susannah Porter and the Widow Relict and Executrix of the Last Will and Testament of the said Mathew Porter deceased of the second part the Reverend Alexander Garden Rector of the Parish of St Philips Charles Town aforesaid John Fenwicke and Eleazar Allen of Charles town aforesaid Esq^rs two of the Comissioners Appointed for the Carrying on and finishing the new brick Church in Charles Town aforesaid of the third part And Robert Brewton and Jacob Motte of Charles Town aforesaid Merchants Churchwardens for the time being of the aforesaid Parish of St Philips Charles town of the fourth part Whereas In and by certain Indentures of Lease and Release bearing date about the seventh and eighth Days of March in the Year of Our Lord one thousand seven hundred and seventeen and made or mentioned to be made Between John Milner and Elizabeth his Wife in Consideration of the Sume of fifty four pounds Current Money of South

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Day next before the day of the date of the said Indenture of Release and to the heirs and Assigns of the said Andrew Allen and Robt Tradd all that Messuage or tenement then in the tenure or Occupation of the Widow Susannah Porter and part of a certain Town Lott Distinctly Known in the Modell of the said town by the Number Sixty Six) and is butting and bounding to the Westward on a street that Leadeth to the New Brick Church and containing in Length to the said Street two hundred feet of Lott Size or there abouts and butting to the South ward on the French Church containing on the Street whereon the said Church Stands Sixty feet and butting to Northward upon the said New Church and butting to the Eastward on other part of the said Town Lott Belonging to Mr Mary Mullins and also all and Singular the Edifices Tenements Buildings Heads wells waters watercourses Profitts Priviledges Rights members and Appurtenances Whatsoever to the said part of the said town Lott and Premises belonging or in any wise Appertaining or therewith held and Injoyed as part parcell or member thereof and the Reversion and Reversions Remainder and Remainders Yearly and other rents Issues and Profitts thereof and of every part and parcell thereof and all the Estate Right title Interest use trust Possession property Profitt benefitt Claime and Demand whatsoever either in Law or Equity of him the said John Milner and Elizabeth of in and to the said Messuage or tenement and Land and other the premises with their and every of their Appurtenances unto and to the use of the said Andrew Allen and Robert Tradd their heirs and Assigns for ever as in and by the said Recited Indenture of Lease and Release Relation being thereto Respectively had may more fully and at Large Appear and Whereas the said Mathew Porter in and by his late Will and Testament in Writing bearing Date on or about the fifteenth day of November in the said Year of our Lord one thousand Seven hundred and Seventeen did among other things therein Contained give and bequeath unto his Loving Wife the said Susannah the whole of his Real Estate during her Life and not to be accountable for the Profitts of the same and thereof Nominated and Appointed the aforesaid Susannah and the said Andrew Allen and Robert Tradd Executrix and Executors as in and by the said last Recited Will and Testament Relation being thereunto had may more fully and at Large Appear and Whereas the said Mathew Porter did in his life time agree with the said John Milner for the Absolute Purchase of the said Premisses for the Sume of fifty four pounds Currant Money of South Carolina and also did in pursuance of such his Agreement pay in his Life time to the said John Milner the Sume of twenty pounds as part of the Consideration Money aforesaid but before any Conveyance of the said premisses were Executed the said Mathew Porter Departed this Life having first made his Last Will and Testament in writing as aforesaid the burthen of the Execution Whereof the said Executrix and Executors have taken upon them AND Whereas in and by a certain Deed Poll under the hands and Seals of the said Andrew Allen and Robert Tradd bearing Date on or about the the aforesaid Eighth day of October in the aforesaid Year of our Lord One thousand seven hundred and Seventeen Reciting as therein before Recited) the said Andrew Allen and Robert Tradd did testifie and Declare that the said Sume of fifty four pounds mentioned to be the Consideration Money of the said Recited Indenture of Release was the proper monies of and did belong to the Estate or Effects of the said Mathew Porter and that the Names of them the said Andrew Allen and Robert Tradd were therein used only in trust and to for the Severall uses intents and purposes therein after mentioned and declared in pursuance of the intention of the said Last Will and Testament (that is to say) among other things and trust therein mentioned and declared that the said Andrew Allen and Robert Tradd and the Survivors of them and the heirs and Assigns of such Survivor should and would permit and Suffer her the said Susannah Party hereto Quietly and peaceably to have hold Occupy Possess and Enjoy the said Messuage or Tenement and the said Part of the said town Lott and other the premisses with their Appurtenances and duly to receive the rents Issues and Profitts thereof and of every part and parcell thereof to and for her own use for and during the term of her Natural Life as in and by the said deed Poll recorded in the Office for Registering of Deeds Lib. E. No thirty five Relation being thereunto had may more fully and at Large Appear AND Whereas in and by a certain Act of the General Assembly of this Province Ratified and Assented to the Seventeenth day of April in the Eleventh Year of the Reign of our late Sovereign Lord George the first by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c and the Year of our Lord one thousand Seven hundred and twenty five Intituled an Act to impower the Commissioners of the New Brick Church in Charles Town or any three of them to purchase Convenient Lott or Lotts or part of Lots in the said town for a Church Yard Reciting that the New Brick Church aforesaid was in great forwardness to be finished and there was an Absolute Necessity to purchase Land for a Church Yard or Burying place and also that there was not any Land Adjoyning to the said Church then appropriated [illegible] for the same did not so happen that the proprietors of such Land

ROA_ 7569

Refuse to sell or Lease Exorbitant prices for the same for Prevention whereof It was Enacted that the aforesaid Comissioners or any three of them might purchase Land of and from any owner or Owners of any Lott or Lotts or any part of Lotts such and so many Lott or part of Lott Adjoining to the said new brick Church as they should think most Convenient and Necessary for a Church Yard and Burying Place at such Reasonable Rates and prices as should be agreed on by and between the said Comissioners and the Several Owners of such Lotts or part of Lotts and also that in Case the owners of such Lotts or part of Lotts should either Refuse to sell or Lease Exorbitant prices for the same it should and might be Lawfull to and for the said Comissioners or any three of them by Warrant under their hands and Seals to Nominate and Appoint any three of the Inhabitants of Charlestown aforesaid being Freeholders thereof to Appraise or Value the same at the same time to give twenty days Notice in writing to the owner or owners of such Lott or Lotts or part of Lotts of such their Nomination and Appointment thereby requiring him or them to Nominate and Appoint three other Inhabitants and Freeholders of the said town to joyn such persons so Nominated and Appointed by the said Comissioners which Persons so Nominated by the said Comissioners and Owner or Owners of such Lott or Lotts or part of Lotts should joyn in Appraising and Valuing such Lott or Lotts or part of Lotts and that such Appraisement so made by them or any Four of them should be on Oath and be by them given under their hands and Seals and Returned into the Secretarys Office of this Province within forty days from the dates of such Warrant and the owner of such Lott or Lotts or part of Lotts were thereby Required on Payment of the Money by the said Comissioners to make a good and Sufficient Conveyance in Law at the Charge of the said Comissioners of such Lott or Lotts within ten days after such Appraisement unto the Church Wardens of St Philips Charlestown for the time being and their Successors Church Wardens of the said Parish for ever as in and by the said Recited Act of Assembly may more fully Appear AND Whereas the said Alexander Garden John Fenwicke and Eleazar Allen being minded to purchase of the said Miles Brewton and Susannah his Wife their Estate and Interest of and in part of the aforesaid Lott Situate behind the said Messuage or Tenement which is now inclosed by the aforesaid Church Comissioners within fence and herein after mentioned and described for part of a Church Yard or Burying place did in pursuance to the direction powers and authority of the said recited Act of Assembly on their part and behalfe Nominate and Appoint William Gibbes and Benjamin D'Harriette and Gabriel Manigault Freeholders and Inhabitants of Charlestown aforesaid And the said Miles Brewston and Susannah his Wife for and on their part and behalfe did Nominate and Appoint the said Andrew Allen and Robert Tradd and also Thomas Lamboll Gent Freeholders and Inhabitants of the said town to Value and Appraise the part of a town Lott herein after mentioned and the said peice of Ground was accordingly Valued and Appraised at the rate of four pounds Current Money p foot for every foot front that the said peice of Ground measures from South to North as by the said warrant and Returns remaining of record in the Secretarys Office of this Province relation being thereto had may more fully and at Large appear NOW THIS INDENTURE WITNESSETH that as well for and in Consideration of the Some of three hundred and thirty seven pounds six shillings eight pence Good and Lawfull money of South Carolina unto the Handes of the said Miles Brewton at or before the Ensealing and delivery of these Presents by the said Alexander Garden John Fenwicke and Eleazar Allen well and truly paid to be him and his Executors and Administrators retained and kept for and during the Naturall Life of the said Miles Brewton the receipt whereof the said Miles Brewton doth hereby Acknowledge and therefrom and of and from every part and parcell thereof doth Acquit release Exonerate and discharge the said Alexander Garden John Fenwicke and Eleazar Allen for Ever by these Presents as for and in Consideration of the sums of Ten Shillings a peice to each of them the said Andrew Allen Robert Tradd Miles Brewton and Susannah his Wife in Hand at or before the Ensealing and delivery of these presents by the said Alexander Garden John Fenwicke Eleazar Allen Robert Brewton and Jacob Motte well and truly paid the rest whereof is hereby Acknowledged THEY the said Andrew Allen and Robert Tradd at the request and by with Consent direction and Appointment of the said Miles Brewston and Susannah his Wife testified by their being made parties to and sealing and delivery of these Presents AND ALSO the said Miles Brewston and Susannah his Wife have and each and every of them hath granted Aliened Bargained and Sold and by these presents Do and each and every of them Doth upon the request and by the direction and Appointment of the said Alexander Garden John Fenwicke and Eleazar Allen testified by their being made parties to and sealing of the delivery of these presents grant Alien Bargain and Sell unto the said Robert Brewton and Jacob Motte and to their Successors the Church wardens for the time being of the said Parish of St Philips Charlestown All that peice of Ground being part of the South west part of the aforesaid part of a Lott herein before recited to have been Conveyed unto the said Andrew Allen & Tradd as part of a Lott known in the Modell of the Town by the Number Lott

Eighty four feet and four inches and in breadth from East to West sixty feet or thereabouts which said peice of Ground butts and bounds to the Southward on land in the Possession of the said Mrs. Brewton and Susannah his Wife their undertenements or Assigns to the Eastward on land of Mr. Mary Mulling and to the Westward on a Street that leadeth from Ashley River to the New brick Church which said peice of Ground is now fenced in with other land by the said Alexander Gordon John Fenwicke and Eleazer Allen for a Burying place and All Estate right Title Interest Claim and demand whatsoever which they the said Mrs. Brewton and Susannah his Wife or either of them hath or ought to have of in to or out of the same TO HAVE and to hold the said peice of Ground with the Appurtenances unto the said Robert Brewton and Jacob Motte their Successors the Church Wardens for the time being of the said Parish of St. Philips Charles town immediately from the day of the Date of these Presents for and during the term of the Natural life of the said Susannah Brewton to and for the Use of a Churchyard or Burying place According to the direction and limitation thereof in and by the said in part Recited Act of Assembly AND the aforesaid Mrs. Brewton for himself and the said Susannah his Wife doth Covenant promise and grant to and with the said Robert Brewton and Jacob Motte and their Successors the Churchwardens for the time being of the said Parish of St. Philips Charles Town by these presents in manner and form following that is to say) that the said peice of Ground and other the Premises are and from henceforth during the Natural life of the said Susannah Brewton shall abide and continue to the said Robert Brewton and Jacob Motte and their Successors the Churchwardens for the time being of the said Parish of St. Philips Charles town free and Clear and freely and Clearly discharged and acquitted of and from all and every former Grants charges and Incumbrances whatsoever before the Ensealing of these presents had made done or agreed unto by the said Mrs. Brewton and Susannah his Wife or either of them AND the said Andrew Allen for himself his heirs Executors and Administrators doth Covenant promise and Grant to and with the said Robert Brewton and Jacob Motte and their Successors Church wardens for the time being of the said Parish of St. Philips Charles town in Manner following that he the said Andrew Allen hath not at any time heretofore made done or Committed or willingly or willingly Suffered any Act Matter or thing whatsoever whereby or wherewith the herein before bargained premises or any part thereof are shall or may be impeached or incumbered in by or with any manner of title charge Estate or other incumberances whatsoever or howsoever AND the aforesaid Robert Tradd for himself his heirs Executors and Administrators doth Covenant promise and grant to and with the said Robert Brewton and Jacob Motte and their Successors Church wardens for the time being of the Parish of St. Philips Charles town in manner following that he the said Robert Tradd hath not at any time heretofore made done or Committed or willingly or wittingly Suffered any Act matter or thing whatsoever whereby or wherewith the herein before bargained premises or any part thereof are shall or may be Impeached or incumbered in by or with any manner of title Charge Estate or other Incumbrance whatsoever or howsoever IN WITNESS whereof the said parties to these Presents Indentures have Interchangeably set their hands and Seals the day and year first above written

Andrew (seal) Allen — Robt (seal) Tradd — Mrs Brewton her (seal) Susannah mark (seal) Brewton — Alexr (seal) Gardon — John Fenwicke (seal) — Eleazr (seal) Allen

Sealed & Delivered in the presence of us
Robt Hume
Step. Drayton

Recd the day and year within written of the within named Alexander Gardon John Fenwicke & Eleazer Allen the Sume of three hundred thirty Seven pounds Six Shillings and Eight pence Cans full Money of South Carolina being in full of the Consideration Money within mentioned to be paid to us

Mrs Brewton
her
Susannah & Brewton Allen
mark

Witnes Robt Hume
Step Drayton

Stephen Drayton maketh Oath that he was personally Present and did see the within named Andrew Allen Robert Tradd Mrs. Brewton Susannah Brewton Alexander Gardon John Fenwicke and Eleazer Allen Severally Seal and deliver as their act and deed the within written Indenture to and for the Severall uses therein mentioned and that he did also see the said Mrs. Brewton and Susannah his Wife signe the receipt for the Consideration Money herein Indorsed Sworn before me November 18th 1730

Jos. Wragg C

Registered in book S folio 241 to 248 this 2nd day of May 1738 pr Robt Austen Pub Regr

This Indenture made the 22nd Day of December in the [illegible] year of the reign of our Sovereign Lord George the Second by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c Anno Domini One thousand seven hundred and Thirty two Between William McEuer of Kirkmichael Post Stone in the Province of South Carolina Planter of the one part and Robert Stad of Charles Town in the Province aforesaid Farmer of the other part Witnesseth that for and in consideration of the sum of one hundred Pounds Current money of the Province aforesaid to the said William McEuer in hand well and truly paid by the said Robert Stad at and before the sealing and Delivery of these presents the receipt whereof he the said William McEuer doth hereby acknowledge and thereof and of every part and parcel thereof doth acquit Release and Discharge the said Robert Stad his Heirs Exors Admors and Assigns by these presents He the said William McEuer hath granted bargained sold Released and Confirmed and by these presents Doth fully and absolutely grant Bargain Sell Release Confirm unto the said Robert Stad all that Messuage Tenement or tract of Land Lying in Colleton County containing Two hundred and Seventy two Acres bounding and Beginning to the Southward upon Combee River to the Eastward upon Land now belonging to the Northward upon William Bully to the Eastward upon a Cypress Swamp Thereunto belonging and Appertaining and the Reversion and Reversions Remainder and Remainders of the said Premises and every part and parcel thereof and all the Estate Right Title Interest Use Trust Property Possession Claim and Demand whatsoever of him the said William McEuer of in and to the same and every part and parcel thereof To have and to hold the said Messuage Tenement or tract of Land containing Two hundred and Seventy two Acres and all and singular other the Premises hereby granted or mentioned or intended so to be with their and every of their Appurtenances unto the said Robert Stad his Heirs and Assigns to the only proper use and behoof of him the said Robert Stad his Heirs and Assigns for ever And the said William McEuer for himself his Heirs Exors and Admors doth Covenant Promise and Grant to and with the said Robert Stad his Heirs and Assigns by these presents that he the said William McEuer at the time of the Ensealing and Delivery of these presents is the true sole and lawful owner of the said Messuage Tenement or tract of Land containing Two hundred and Seventy two Acres and all and singular other the Premises hereby granted or mentioned or intended so to be with their and every of their Appurtenances and is seized of a good sure perfect absolute and indefeasible Estate of Inheritance in Fee Simple of and in the same and every part and parcel thereof without any Manner of Condition Use Trust Limitation Power of Revocation or other Restraint whatsoever to alter change charge or make void the same and that he the said William McEuer now hath in himself good Right full Power and lawful and absolute Authority to grant Bargain Sell Release Confirm and Assure the said Messuage Tenement or tract of Land containing Two hundred and Seventy two Acres and all and singular other the Premises hereby granted or mentioned or intended so to be with their and every of their Appurtenances unto the said Robert Stad his Heirs and Assigns in manner aforesaid according to the true intent and meaning of these presents And that the said Robert Stad his Heirs and Assigns shall and may by force and virtue of these presents from time to time and at all times hereafter peaceably and quietly have hold use occupy possess and enjoy the said Messuage Tenement or tract of Land containing Two hundred and Seventy two Acres and all and singular other the Premises hereby granted or mentioned or intended so to be with their and every of their Appurtenances and receive and take the Rents Issues and Profits thereof to his and their own proper use and behoof without the Let Suit Hindrance Molestation Eviction Interruption or Disturbance of him the said William McEuer his Heirs Exors Admors or Assigns or of any other Person or Persons whatsoever lawfully claiming or to claim by from or under him them or any of them And that free and clear and freely and clearly acquitted exonerated and discharged or otherwise by the said William McEuer his Heirs Exors Admors or Assigns well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of former and other Gifts Grants Bargains Sales Leases Mortgages Wills Intails Jointures Dowers Uses Trusts Entails Executions Forfeitures Judgments Extents Rents Annuities Arrears of Rent and of and from all other Titles Troubles Charges and Incumbrances whatsoever had made committed done or suffered by him the said William McEuer his Heirs Exors Admors or Assigns or any other Person or Persons whatsoever lawfully claiming or to claim by from or under him them or any of them And moreover that he the said William McEuer his Heirs Exors Admors or Assigns and all and every other Person and Persons whatsoever lawfully claiming or to claim any Estate Right Title Interest Use Trust Property Possession Claim or Demand whatsoever of in or to the said Messuage Tenement or tract of Land containing Two hundred and Seventy two Acres and all and singular other the Premises hereby granted or mentioned or intended so to be with their and every of their Appurtenances or any part or parcel thereof by from or under him them or any of them shall and will from time to time and at all times hereafter upon the Request and at the Costs and Charges in the Law of the said Robert Stad his Heirs or Assigns make do and execute or cause or procure to be made done and executed all and every such further and other reasonable Act and Acts Thing and Things Device and Devices Conveyance and Conveyances in the Law whatsoever for the better more perfectly and absolutely granting and assuring the said Messuage Tenement or tract of Land containing Two hundred and Seventy two Acres and all and singular other the Premises hereby granted or mentioned or intended so to be with their and every of their Appurtenances unto the said Robert Stad his Heirs and Assigns in manner aforesaid as by the said Robert Stad his Heirs or Assigns or his or their Counsel learned in the Law shall be reasonably devised advised or required and tendered so as such further Assurance or Assurances contain no other Warranty Covenant or Condition than against the Grantor his Heirs and Assigns and such as are contained in these presents In Witness whereof the said William McEuer hath hereunto set his hand and Seal the Day and Year first above written

Signed Sealed and Delivered in the Presence of Robt Stad Ord Sheyr

William McEuer (Seal)

South Carolina } Memorandum that on the 27th Day of April 1732 before me Henry Gibbes Esqr one of his Majesties Justices appointed to keep the Peace in Berkley County personally appeared John Stad who being duly sworn on the Holy Evangelists of Almighty God deposeth and saith that he was present and did see the above named William McEuer sign seal and by Act and Deed deliver the within Instrument of writing to the within named Robert Stad for the uses therein mentioned and that he the said John Stad with Thomas Heyward Esqr did subscribe their names as witnesses thereto in the presence of the said William McEuer

Sworn before me the day and year above written

Henry Gibbes

Registered in Book S folio 214 the 2nd June 1732

Robt Austin Pub Regr

This Indenture made the Eleventh Day of December in the 6th year of the reign of our Sovereign Lord George by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c Anno Domini One thousand seven hundred and thirty two Between William McEuer of Kirkmichael Post Stone in the Province aforesaid Planter of the one part and Robert Stad of Charles Town in the Province aforesaid Farmer of the other part Witnesseth that for and in consideration of the sum of one hundred Pounds Current money of South Carolina to the said William McEuer in hand well and truly paid by the said Robert Stad at and before the sealing and Delivery of these presents the receipt whereof he the said William McEuer doth hereby acknowledge and thereof and of every part and parcel thereof doth acquit Release and Discharge the said Robert Stad his Heirs Exors Admors and Assigns by these presents He the said William McEuer hath granted bargained sold Released and Confirmed and by these presents Doth fully and absolutely grant Bargain Sell Release Confirm unto the said Robert Stad all that Messuage Tenement or tract of Land Lying in Colleton County containing Two hundred and Seventy two Acres bounding and Beginning to the Southward upon Combee River to the Eastward upon Land now belonging to the Northward upon William Bully to the Eastward upon a Cypress Swamp Thereunto belonging and Appertaining and the Reversion and Reversions Remainder and Remainders of the said Premises and every part and parcel thereof and all the Estate Right Title Interest Use Trust Property Possession Claim and Demand whatsoever of him the said William McEuer of in and to the same and every part and parcel thereof To have and to hold the said Messuage Tenement or tract of Land containing Two hundred and Seventy two Acres and all and singular other the Premises hereby granted or mentioned or intended so to be with their and every of their Appurtenances unto the said Robert Stad his Heirs and Assigns to the only proper use and behoof of him the said Robert Stad his Heirs and Assigns for ever And the said William McEuer for himself his Heirs Exors and Admors doth Covenant Promise and Grant to and with the said Robert Stad his Heirs and Assigns by these presents that he the said William McEuer at the time of the Ensealing and Delivery of these presents is the true sole and lawful owner of the said Messuage Tenement or tract of Land containing Two hundred and Seventy two Acres and all and singular other the Premises hereby granted or mentioned or intended so to be with their and every of their Appurtenances and is seized of a good sure perfect absolute and indefeasible Estate of Inheritance in Fee Simple of and in the same and every part and parcel thereof without any Manner of Condition Use Trust Limitation Power of Revocation or other Restraint whatsoever to alter change charge or make void the same and that he the said William McEuer now hath in himself good Right full Power and lawful and absolute Authority to grant Bargain Sell Release Confirm and Assure the said Messuage Tenement or tract of Land containing Two hundred and Seventy two Acres and all and singular other the Premises hereby granted or mentioned or intended so to be with their and every of their Appurtenances unto the said Robert Stad his Heirs and Assigns in manner aforesaid according to the true intent and meaning of these presents And that the said Robert Stad his Heirs and Assigns shall and may by force and virtue of these presents from time to time and at all times hereafter peaceably and quietly have hold use occupy possess and enjoy the said Messuage Tenement or tract of Land containing Two hundred and Seventy two Acres and all and singular other the Premises hereby granted or mentioned or intended so to be with their and every of their Appurtenances and receive and take the Rents Issues and Profits thereof to his and their own proper use and behoof without the Let Suit Hindrance Molestation Eviction Interruption or Disturbance of him the said William McEuer his Heirs Exors Admors or Assigns or of any other Person or Persons whatsoever lawfully claiming or to claim by from or under him them or any of them And that free and clear and freely and clearly acquitted exonerated and discharged or otherwise by the said William McEuer his Heirs Exors Admors or Assigns well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of former and other Gifts Grants Bargains Sales Leases Mortgages Wills Intails Jointures Dowers Uses Trusts Entails Executions Forfeitures Judgments Extents Rents Annuities Arrears of Rent and of and from all other Titles Troubles Charges and Incumbrances whatsoever had made committed done or suffered by him the said William McEuer his Heirs Exors Admors or Assigns or any other Person or Persons whatsoever lawfully claiming or to claim by from or under him them or any of them And moreover that he the said William McEuer his Heirs Exors Admors or Assigns and all and every other Person and Persons whatsoever lawfully claiming or to claim any Estate Right Title Interest Use Trust Property Possession Claim or Demand whatsoever of in or to the said Messuage Tenement or tract of Land containing Two hundred and Seventy two Acres and all and singular other the Premises hereby granted or mentioned or intended so to be with their and every of their Appurtenances or any part or parcel thereof by from or under him them or any of them shall and will from time to time and at all times hereafter upon the Request and at the Costs and Charges in the Law of the said Robert Stad his Heirs or Assigns make do and execute or cause or procure to be made done and executed all and every such further and other reasonable Act and Acts Thing and Things Device and Devices Conveyance and Conveyances in the Law whatsoever for the better more perfectly and absolutely granting and assuring the said Messuage Tenement or tract of Land containing Two hundred and Seventy two Acres and all and singular other the Premises hereby granted or mentioned or intended so to be with their and every of their Appurtenances unto the said Robert Stad his Heirs and Assigns in manner aforesaid as by the said Robert Stad his Heirs or Assigns or his or their Counsel learned in the Law shall be reasonably devised advised or required and tendered so as such further Assurance or Assurances contain no other Warranty Covenant or Condition than against the Grantor his Heirs and Assigns and such as are contained in these presents In Witness whereof the said William McEuer hath hereunto set his hand and Seal the Day and Year first above written

Signed Sealed and Delivered in the Presence of Robt Stad Ord Sheyr

William McEuer (Seal)

South Carolina } Memorandum that on the 27th Day of April 1732 before me Henry Gibbes Esqr one of his Majesties Justices appointed to keep the Peace in Berkley County personally appeared John Stad who being duly sworn on the Holy Evangelists of Almighty God deposeth and saith that he was present and did see the above named William McEuer sign seal and by Act and Deed deliver the within Instrument of writing to the within named Robert Stad for the uses therein mentioned and that he the said John Stad with Thomas Heyward Esqr did subscribe their names as witnesses thereto in the presence of the said William McEuer

Sworn before me the day and year above written

Henry Gibbes

Registered in Book S folio 215 the 2nd June 1732

Robt Austin Pub Regr

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ROA_ 7572

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1731

Lot 67

Memorandum this first day of July Anno Dom. 1731. Personally Came & appeard Before me Joshua Sanders one of the Evidences To the Within deed of Mortgage and Made Oath on the Holy Evangelist That he Saw the Within Ed-
446 ward North Sign Seal & deliver the Same for the use therein Mentioned And also did see William Sanders & Joseph Jones Sign the same as Witnesses Thereto Sworn before me

J. Ferguson /.

Regist^{d}: 7^{ber}. 4th. 1731. By: Jacob Motte Register

Carolina ss: KNOW ALL MEN by These Presents That I Abraham Warnock In Berkly County in the Province of South Carolina Planter, out Of the Natual Love & affection Which I have & do bear unto my well beloved grand daughter Mary King & for divers other good Causes & Considerations me at This time Especially moveing have confirmd given & granted & by These Presents Do freely fully & absolutely Confirm give and grant unto my s^{d}. Daughter Mary King Two hundred acres of Land Joyning To mine To have and to hold the s^{d} two hundred acres unto my s^{d} grand Daughter Mary King her Exors Admors & assigns as Their own Propper goods & Chattells & To her & Their own Proper use & Behoof forever And I The s^{d} Abraham Warnock for my Self my heirs Exors & Admors Doth Covenant & agree To and with my grand Daughter Mary King her Exors Admors & Assigns by These Presents that The s^{d} Mary King her Exors Admors & Assigns & Every of Them Shall & Lawfully may from time to time time & At all times hereafter Peaceably & Quietly have hold Possess and Enjoy The s^{d} Two hundred acres of Land & All Things Thereunto Belonging Without the Lett Suite Claim Trouble Molestation or Interruption of me The s^{d} Abraham Warnock my Exors admors or assigns & That I The s^{d} Abraham Warnock my Exors & Admors & Every of us do give Confirm & grant the s^{d} Two hundred Acres & all Appurtenances Thereunto Belonging to the s^{d} Mary King her Exors & Admors & assigns against all Persons Lawfully Claiming or Pretending To HAVE or Claim any right or Title Thereunto by from or under me, Them or any of Them shall & Will Warr^{t} & for Ever defend by These Presents The s^{d} Mary King IN WITNESS Whereof I have hereunto Sett my hand & Seal This Third day of March Anno Dom 1716.---

Note the s^{d} Land herein mentioned Doth Now Consist of Four hundred acres formerly Called M^{r}. Rich^{d}. Berresfords Cowpen

447 COWPEN or great Savannah Which s^{d} Land is to be Equally shared & divided By Lott Between me The said Abraham Warnock & my s^{d} grand daugter mary King And also that This s^{d} memorandum is Inserted have beforeour Signing AS WITTNESSES our hands the day & date afore mentioned ABR: WARNOCK (seal) ----

Sign'd Sealed & deliverd In the Presence of us

JOHN MOSER /. HU. FISHER /. NATH^{el}. FORD /.

July 30th. 1731. PERSONALLY Appeard Before me M^{r}. Hugh Fisher & made Oath that He saw M^{r}. Abraham Warnock Sign Seal & deliver the above Instrument of Writeing as his own free Volentary free Act & deed & That he did Subscribe the same as a Witness Thereto but doth not remember that the Other Two Wittnesses Signd in his Presence Given under my hand the day & year above mentioned. THO: WARING

Regist^{r}. 7^{ber}.13th. 1731. BY: JACOB MOTTE REGISTER

THIS INDENTURE TRIPTITE made the Third Day of September Anno Dom one thousand Seven hundred & Thirty one and in the Fifth year of the reign Lord George the Second by the grace of God of great Brittain France & Ireland King defender of the Faith &c^{a} BETWEEN Hugh Hext of the Parrish of Christ Church in Berkly County in The Province of South Carolina Esq^{r}. and Sarah his wife George Haddrall of the Parish of Christ Church afores^{d} Planter & Susannah His wife of the first Part the Rev^{d}. Allexander Garden Rector of the s^{d} Parish of S^{t}. Phillips Charles Town in berkly County afores^{d} John Fenoich & Ebenz^{r}. Allen of the Parish of S^{t}. Phillips Charles Town afores^{d} Esq^{r} Three of the Commission^{rs} appointed for the Carrying on & fissnishing the New Church in CharlestTown afores^{d} of the Second Part & Jocob Motte & Robert Austin of the Parish of S^{t}. Phillips Charles Town afores^{d} Merch^{ts}. Church Wardens for the Time Being of the afores^{d} parrish of S^{t}. Phillps Charles Town of The Third Part Witnesseth

That for and in Consideration of The Sum of Twentifive Shill^{gs}. a Peice Curr.^{t} money of South Carolina To The s^{d}. Hugh Hext and Sarah his wife George Haddrell & Susanah his wife In hand at & Before The Sealing & delivery of These Presents by The s^{d}. Allex^{r}. Garden John Fenwick Eleaz^{r}. Allen Jocob Motte & Robert Austin Well & Truly paid The Receipt Whereof is hereby Acknowledged hath granted Bargained & Sold & By These Presents Doe and Each & Either of Them Doth upon the Request & By the direction & appointment of The s^{d}. Allexander Garden John Fenwick Eleaz^{r}. Allen Testified by Their being Parties to and and Their Signing & Sealing of These Presents Grant Bargain & Sell unto The s^{d}. Jocob Motte & Robert Austine & Their Succussors Church Wardens of The s^{d}. Parrish for the Time being all that Part of a Town Lott Scituate Lying & Being in Chas Town afores^{d}. & Adjoyning To The s^{d}. Church & Now Inclosed within Fence Which s^{d}. Part of a Town Lott is a Part of a Lott distinctly known in the Modell of the s^{d}. Town By The number Sixty Seven & Heretofore Belonged To Mary Mullins Late of Charles Town afores^{d}. Widdow Decd & devised unto her Two Nieces The afores^{d}. Sarah Hext & Susannah Haddrell Their heirs & assigns forever & Contains fifty Eight Feet Two Inches Square Being at the Lower End of the s^{d}. Town Lott Together With all ways waters Watercourses Woods Profitts Commodities Hereditaments Rights members and Appurtenances to the sd Part of a Town Lott Belonging or in any wise appertaining or Accepted Reputed deemed Taken or known as part Parcell or member Thereof TO HAVE AND TO HOLD The s^{d}. Part of a Town Lott with the appurtenances & Other the Premisses herein before granted Bargained & Sold unto The s^{d}. Jacob Motte & Robert Austine & Their Successors Church wardens of the s^{d}. Parish of S^{t}. Phillips Charles Town from The day next Before the day of the date of these Presents for & dureing & unto the full End & Term of One Whole year from Thence Next Ensuing & fully to be Compleat & Ended YIELDING & PAYING therefore unto the s^{d}. Hugh Hext & Sarah his wife George Haddrel & Susannah his wife The

RENT of one pepper Corn on The Last day of the s^{d}. Term & The Same shall be Lawfully demanded to the Intent AND Purposes That The s^{d}. Jacob Motte and Robert Austin by Virtue hereof & Of the Statute)for Transferring uses into Possession in That Case made & Provided (of force in This Province may Be in The Actual Possession of the Premisses Before by these presents granted Bargained & Sold and Thereby be Enabled To accept & Take a grant & Release of the reversion & Inheritance Thereof To Them & Their succussors Church Wardens of The s^{d}. Parish of S^{t}. Phillips Charles Town for the Time Being To and for Such uses Intents and Purposes as are intended to be mentioned in a Certain indenture of Release Intended To bear date the day next after The day of the date hereof & Intended to be made between the s^{d}. Hugh Hext & Sarah his wife George Haddrell AND Susanah his wife of the first Part Allexander Garden Jn^{o}. Fenwick & Eleaz^{r}. Allen of the Second part & The s^{d}. Jacob Motte & Robert Austine of the Third part IN WITNESS Whereof the s^{d}. Parties To These Present Indentures have Interchangably Sett Their hands & seals the day & year first above written -----

HUGH HEXT (Seal)--- SARAH HEXT (Seal) --- GEO HADDREL (Seal)

SUSANAH HADDRELL (Seal) --- GARDEN (Seal) -----

JOHN FENWICK (Seal) ---- ELEAZ^{r}. ALLEN (Seal) ----

Sealed & deliverd By the Within Named John Fenwick

In The Presence of //---------ROBERT HUME ----

Sealed & deliverd in The Presence of us by the Within named Hugh Hext & Sarah his wife, George Haddrell and Susanah his wife the Rev^{d}. Allex^{r}. Garden & Eleazer Allen /. Daniel Greene /. Gab^{l} Manigault /. Rob^{t}. Hume

Robert Hume maketh Oath that he was Personally Present & did see the Within named Hugh Hext and Sarah his wife George Haddrell & Susanah his wife Allex^{r}. Garden, John Fenwick & Eleazer Allen Sign Seal & as

THEIR Act and deed deliver the Within Written dead to and for the Severall uses Therein mentioned /------

SWORN before me This 16th day of September Anno dom /. TWEEDIE SOMERVILLE

Regist^{d}. Sept^{m}. 17th. 1731. BY. JACOB MOTTE REGISTER.

THIS INDENTURE TRIPTITE made the fourth day of September ANNO DOM one thousand seven hundred & Thirty one and in the fifth year of the reign of Our Sovereign Lord George The Second by grace of God of great Brittain france & Ireland King defender of the Faith &c^{a}. BETWEEN Hugh Hext of the Parish of Christ Church in bekly

ROA_ 7574

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450 County in The Province of South Carolina Esq.r & Sarah his wife George Hadrel of the Parish of Christ Church afores.d Planter & Susanah his Wife of the first The reverend Allexander Garden Rector of the Parish of S.t Phillips Charles Town in berkly County aforesaid John Fenwick & Eleazer allen of the Parish of S.t Phillips Charles Town afores.d Esq.r Three of the Commissioners appoint.d for the Carrying on and finnishing the New Brick Church in Charles Town afores.d of the Second part & Jacob Motte and Rob.t Austine of the Parish of S.t Phillips Charles Town afores.d Merchants Church wardens for the time Being of The afores.d Parrish of S.t Phillips Charles Town of the Third Part ----WHEREAS in and by a Certain act of the generall Assembly of This Province Ratified & Assented To the Seventeenth day of Aprill in the Eleventh year of the reign of his Late majesty King George the first & In The year of Our Lord One Thousand Seven Hundred & Twenty five Intituled an Act To Impower the Commissioners of the New Brick Church in Charles Town or any Three of Them To purchase Convenient Lott or Lotts in the s.d Town for a Church yard Recyting that the New Brick Church afores.d Was in great Forwardness to be finnished and That There was and an Absolute Necessity to purchase Land for a Church Yard or Burying Place And also that There was not any Land Adjoyning to the s.d Church then appropriated or purchased for a Church-Yard & That it might So happen that The Proprietors

451 OF SUCH LANDS as the s.d Comiss.rs might be Willing to purchase for that use might Either refuse To Sell or Exact Exorbitant Prices for the same for Prevention whereof It was Enacted that the aforesaid Comission.rs or any Three of Them might Purchase Land of & from any owner or owners of any Lott or Lotts or Part of Lotts Such and So many Lotts or Part of Lotts adjoyning To The s.d New Brick Church as they Should Think Most Convenient & Necessary for a Church yard and Burying Place at Such reasonable Rates & Prises as Should be agreed on by and Between the Commission.rs or the Severs of Such Lotts or Part of Lotts & that in Case the owners of such Lotts or Part of Lotts Should Either refuse to Sell or Exact Exorbitant Prices for the Same It Should & might be Lawfull to & for the s.d Comiss.rs or any Three of Them by Warrant under their hands & Seals To Nominate & appoint any Three of the Inhabitants of Charles Town afores.d being Freeholders thereof to appraise or Value the same Time To give Twenty days Notice in Writeing to the Owner or owners of Such Lotts or Parts of Lotts of such Their Nomination & appointment Thereby Requireing him or Them To Nominate & Appoint Three Other Inhabitants & Freeholders of The s.d Town To Joyn Such Persons So Nominated and appointed by the s.d Comissioners Which Persons So Nominated by the s.d Comissioners & Owner or owners of the Lott or Lotts or Part of Lotts Sould Joyn in appraising & Valueing such Lott or Lotts Or Part of Lotts & That such Appraisment So made by Them or any four of Them Should be on Oath & Be by Them given Under Their hands & seals & Returned into The Secretarys office of This Province Within Forty days from date of such Warr.t and the Owner of such Lott or Lotts or Part of Lotts were Thereby requird on Payment of Themmoney by the s.d Comission.rs To make a good & Sufficient Conveyance in the law at the Charge of the s.d Comiss.rs of such

452 LOTTS OR LOTTS Within Ten days after Such appraism.ts unto the Church wardens of the s.d Parish of St Phillips Charles Town for the Time Being & Their Sucessors Church wardens of the Said Parrish forever & also that in Case the Owner or Owners of Such Lands Should Neglect or Refuse by the Space of Thirty days after such Notice of the s.d Commission.rs as afores.d appoint.d To Nominate freeholders in The s.d Town on Their Part & Behalf To appraise & Value Such Lott & Lotts or Part of Lotts It Should & might be Lawfull To and for the s.d Comissioners or any Three of Them by a Second Warrant under Their hands & Seals To appoint Three Other Living in Charles Town afores.d To Joyn the freeholders by Them Nominated and appointed as in the first Warrant all Which freeholders So Nominated or any four of Them Should & They are hereby Required & Impower To appraise & Value Such lott or Lotts or Part of Lotts In the Manner herein before directed as in and By The s.d In Part recyted Act of Assembly Relation Being thereto had may More fully & At Large appear AND WHEREAS The sd. Allex.r Garden John Fenwick & Eleaz.r Allen Being Minded to purchase of The s.d Hugh Hext & Sarsh his wife George Hadrell & Susannah his wife Part of a Lott Adjoyning To The s.d Church & Now inclosed Within by the Number Sixty Seven herein after More at Large Mentioned & Described for Part of a Church Yard or Burying Place did in Pursuance to the Power and Authority of the s.d Recyted Act of

ROA_ 7575

Assembly . Their Part & Behalf Nominate and Appoint Benj.a D'harriette, William Yeomans & Gabriel Manigault Merchants, Freeholders, & Inhabitants of Charles Town & The afores.d Hugh Hext & George Hadrell as well for and on the Part of Themselves as Their S.d Respective wifes Did Nominate & Appoint John Moore of Charles Town Gent John Simons & George Ducatt To Value & Appraise the s.d Part of a Town Lott and the S.d Benj.a D'harriette, William Yeomans, Gabriel Manigault, John Moore in Pursuance & By Virtue of Such Appointment did Value & appraise the s.d Part of a Town Lott at the rate of Three Pounds Shillings Currant Money

Money P.r foot for Every foot front In and By the s.d Warrant and Returns remaing of Record in The Secretarys 453
Office of this Province Relation Being Thereto had may more fully & At Large Appear NOW THIS INDENTORE WITNESSETH that as well for and in Consideration of The Sum of one hundred Ninety four Pounds Seventeen Shillings & 2 d.s Curr.t money of this Province under The s.d Hugh Hext & Sarah his wife George Hadrell & Susanah his wife In hand by the s.d Allex.r Garden John Fenwick And Eleaz.r Allen at or before the Sealing & delivery of These Presents Well and Truly Paid the receipt Whereof The s.d Hugh Hext & Sarah his wife George Haddrell and Susanah his wife Do hereby Acknowledge & Thereof & of & from Every part & Parcell Thereof Do and Each & Every of Them Doth Acquit release Exonerate & Discharge The s.d Allex.r Garden John Fenwick & Eleaz.r Allen Their heirs Exors & Admors & Every of them forever by these Presents as for & in Consideration of the further Sum of Ten Shillings Like Curr.t money To Them The s.d Hugh Hext & Sarah his wife George Hadrell & Susanah his wife also in hand at and Before The Sealing & delivery hereof By the s.d Jacob Motte & Robert Austin Well & Truly Paid The receipt Whereof Is hereby Acknowledged They The S.d Hugh Hext & Sarah his wife George Hadrell & Susanah his wife have and Each & Every of Them Hath Granted Bargain Sold Aliend Remised Released & Confirmed & By These Presents Do & Each & Every of Them Doth upon The request & By the direction & appointment of The s.d Allexander Garden John Fenwick & Eleaz.r Allen Testified By Their Being made Parties To and Sealing & delivery of These Presents fully Clearly & Absolutely grant Bargain Sell Alien Remise release & Confirm unto the s.d Jacob Motte & Robert Austinc in their Actual Possession Now being By Virtue of an Indenture of Lease Bearing date the day Next before the day of the date of These Presents Made Thereof

BY The s.d Hugh Hext & Sarah his wife George Hardrel And Susanah his wife To The s.d Jacob Motte & Robert Aus- 454
tine in Consideration of The Sum of Twenty five Shillings P.r Piece Currant money of This Province for one Year Commencing from the day next before the day of the date of the s.d Recyted Indenture of Lease at the rent of one Pepper Corn and By Virtue of the Statute of force in This Province for Transferring of uses into Possession in That Case made & Provided & To The Successors of Them The s.d Jacob Motte & Robert Austine The Church Wardens for the Time Being of the s.d Parish of S.t Phillips Charles Town afores.d forever All that the afores.d Part of Town Lott Scituate Lying in Charles Town afores.d and Adjoyning To the s.d Church & Now Inclosed Within Fence Which s.d Part of Lott is Part of a Lott distinctly known in the Modell of The s.d Town by The Number Sixty Seven & heretofore Belonged Mary Mullins Late of Charles Town afores.d Widdow decd + devised unto her Two Nieces the afores.d Sarah hext & Susanah Hadrell Their heirs & Assigns forever & Contains fifty Eight feet & Two Inches Square being at the Lower End of the s.d Town Lott Together With all rights Previledges and Appurtenances thereto Belonging or in any wise appertain.g and the reversion & reversions remainder & remainders Yearly & Other rents Issues & Profitts thereof And of Every part & Parcell therof and all the Estate right Title Intrest use Trust Possession Property Profitt Benefitt Claim & demand Whatsoever Both in Law & Equity Which They the s.d Hugh Hext & Sarah his wife George Hadrel & Susanah his wife or Either or any of Them or Either or any of Their heirs shall may or ought to have of in To or out of the s.d Part of a Town Lott & Other the Premisses herein before by these Presents granted Sold & Released Together With all deeds Plotts grants Escripts Evidences Charters Writeings & Muniments Whatsoever Which they the s.d Hugh Hext & Sarah his wife George Hadrell & Susanah his wife or Either or any of them Now have or hath in Their or any of Their Custody or Possession or Which are in the Custody or Possession of any other Person or Persons for Their Either or any of Their use or Benefitt Which do only Concern the Premisses or only Some part or parcell thereof TO HAVE AND TO HOLD the s.d Part of a Town Lott & Other the Premisses herein

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BEFORE By These Presents grant^ed Bargained Sold and Released or meant mentioned or Intended to be granted bargaind Sold & Released With Their and Every of Their appurtenances unto The S^d. Jacob Motte & Robert Austin & Their Successors the Church Wardens for the Time being of the s^d. Parrish of S^t. Phillips Charles Town forever To and for the only use of a Church Yard or Burying Place According to the direction and Limitation thereof in and by the s^d. Part Recyted Act of Assembly And The afores^d. Hugh Hext and George Haddrell for Themselves Severly & respectively and for Their Severall & Respective heirs Exors & Admors Do Covenant Promise and agree To and with the s^d. Jacob Motte & Robert Austin & Their Successors The Church wardens for the Time Being of the s^d. Parrish of S^t. Phillips Charles Town By These Presents In manner & form following That is To Say That They the s^d. Hugh Hext & Sarah his wife & George Hadrell & Susanah his wife or Some or one of Them Now are & stand or Is and Standeth Lawfully Rightfully & absolutely Seized of a good & Indefeazable Estate of Inheritance in fee Simple of & in The Said part of a Town Lott & other the Premisses herein before By These Presents Bargaind Sold & Released or meant mentiondor Intended to be herein before By these Presents Bargained Sold & Released & of & In every Part & Parcell thereof AND ALSO That They The s^d. Hugh Hext & Sarah his wife George Hadrell & Susanah his wife at the Time of the Sealing & delivery have or Some or one of Them Hath full power & Lawfull Authority To Grant Bargain & sell the Said Part of a Town Lott & Other The Premisses With their & Every of Their Appurtenances unto The s^d. Jacob Motte & Robert Austin & Their Successors Church Wardens for The Time being of the s^d. Parrish of S^t. Phillips Charles Town in Manner & Form afores^d. And also that They The s^d. Jacob Motte & Robert Austin & Their Successors The Church Wardens for the Time Being of S^t. Phillips Charles Town

456 SHALL and may forever hereafter Lawfully Peaceably and Quietly have hold & Enjoy the s^d. Part of a Town Lott and other the Premisses herein before by These Presents Bargained Sold and released or meant mentioned or Intended to be herein before by These Presents Bargained Sold & released With their & Every of Their appurtenances & That free & Clear & freely & Clearly Acquited and discharged or Other wise Saved kept harmless & Indempnified of and from all Gifts Grants Statutes Judgments recognizances Mortgages Intails Joynt^ys. Dower right & Title of Dower Legacies forfietures Titles & Incumbrances Whatsoever Ther Quit rents hereaf^r. To grow due & Become Payable for the Same only & Always Excep^d. And also that They the s^d. Hugh Hext & Sarah his wife George Hadrell & Susanah his wife & Their heirs & all & Every other person or Persons whatsoever Claiming or to Claim any Estate right Title or Intrest in the before hereby released & granted Premisses or any part Thereof By from or under Them or Either of Them Shall & will from time To Time & at all Times hereafter upon The reasonable request and at the Proper Cost & Charges in the Law of the s^d. Jacob Motte and Robert Austin or Their Successors the Church Wardens for the Time Being of The s^d. Parrish of S^t. Phillips Charles Town Make do Acknowledge Levy Suffer & Execute and Suffer & Cause & Procure To Be made done Acknowledged Levyed & Suffered unto The s^d. Jacob Motte & Robert Austin & Their Successors the Church Wardens for the time being of the s^d. Parish of S^t. Phillips Charles Town all & Every Such further & Other Lawful & Reasonable Acts Deed & deeds Conveyances & Assurances in The Law Whatsoever for the further Better more Perfect & Absolute Conveying assuring & Confirming of the s^d. Part of a Town Lott and other the Premisses herein before by These Presents Bargained Sold & Released or meant mentioned or intended to be herein before By These Presents Bargained Sold & Released and of & In Every Part & parcell thereof Be it By deed or deeds feoffments Release or Confirmation or by all or any of the S^d. Way or means or by any other Ways or means Whatsoever as by The s^d. Jacob Motte & Robert Austine or Their Successors the Church Wardens for the Time Being of The s^d. Parish or by Their Councill learned

457 IN THE Law Shall be reasonably devised Advised & Requird So as Such further Assurance or Conveyances not Contain any further or Other Warranty or Covenant Than against The act of the respective Parties Executing the Same his her or Their heirs & So as Such Person or Persons be not Compelled or Compellable to Travel for the doing & Executing thereof Farther Than Twenty Milès From his her or Their Place of Abode at the Time of Such Request IN WITNESS Whereof the s^d Parties to these Present Indentures have Interchangably Sett Their hands & seals the day & Year first above Written /. Hugh Hext (Seal) - Sarah Hext (Seal) -

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Geo. Hadrell (Seal) - Susanah Hadrel (Seal) - L. Garden (Seal) Jno. Fenwick (Seal) - Eleaz^{r}. Allen (Seal)

Sealed & deliverd by the Within Named. John Fenwick

In the Presence of Us - Rob^{t}. Hume / Gabriel Manigault

Sealed & deliverd in the Presence of us by the Within Named Hugh Hext & Sarah his wife George Haddrell & Susanah his wife the Rev^{d}. Allex^{r}. Garden & Eleazer Allen / Daniel Green /.

Gabriel Manigault Rob^{t}. Hume /.

RECEIVED the day & year Within Written of the Within Named The Rev^{d}. Allex^{r}. Garden John Fenwick & Eleaz^{r}. Allen Esq^{es}. the Sum of One hundred & Ninety four Pounds Seventeen Shillings & Two Pence Curr^{t}. money of South Carolina being in full of the Consideration money Within Mentioned to be paid to us

Hugh Hext (Seal) - Sarah Hext (Seal) -

Geo: Hadrell (Seal) - Susanah Hadrell (Seal) -

Witness. Rob^{t}. Hume/ Ga. Manigault / Daniel Greene

ROBERT HUME Maketh Oath that he was Personally Present & did see the Within Named Hugh Hext & Sarah his Wife George Hadrell & Susanah his wife Allexander Garden John Fenwick & Eleazer Allen Sign Seal and As their Act & deed deliver the Within Written deed unto the Within Named Jacob Motte & Robert Austin & To and

For the Severall uses Therein mentioned & That he did also see the s^{d} Hugh Hext & Sarah his wife George Ha- 458
drell & Susan his wife Sign the Receipt for the Consideration Money Thereon Indorsed

SWORN this 18th. day of September 1731 -

Before me Tweedie Somerville /.

Regist^{d}. Sept^{r}. 18th. 1731 By: Jacob Motte Register

THIS INDENTURE made the Seventeenth day of december In the year of Our LordOne Thousand Seven hundred & Thirty and in the fourth year of the reign of Our Sovereign Lord George the Second by the grace of God of great Brittain france and Ireland King defender of the faith &c^{a}. BETWEEN Robert Hume of Berkly County in the Province of South Carolina Gent. of the One Part And James Omer of the City of London now in the Province of South Carolina Marriner of the Other Part WITNESSETH that the s^{d} Robert Hume for and in Consideration of the sum of five Shillings Curr^{t}. money of the Province afores^{d}. To him In hand well & Truly Paid at or Before the Sealing & delivery of These Presents By the s^{d} James Omer the receipt Whereof Is hereby Acknowledged hath Granted Bargained & sold and By These Presents Doth grant Bargain & sell unto the said James Omer her heirs Exors Admors & Assigns ALL that Northermost Third Part of a Lott in Charles Town Distinctly Known in the Modell of the s^{d} Town by the Number fifty one Butting and Bounding to the Eastward on the Bay or front Street upon Copper River To the Southward on the Middle Part of the Said lott Late Belonging to M^{r}. Christopher Arthur To the Westward on S^{r}. Peter Colletons Square & To the Northw^{d} on the Lott N^{o}. 50 Now or Late Belonging to Landgrave Colleton Which s^{d} Third Part of a Lott Measures & Contains Thirty Three feet four Inches in the front Toward Cooper River & Two hundred & six feet In depth at Least to the Westward Together With all & singular the Houses Outhouses Edificies Buildings Yards Gardens fences Ways Paths Passages Wells Waters Water Courses Lights Easments Commodities Previledges & Appurtenances Whatsoever

BELONGING to the s^{d} Third Part of the s^{d} Town Lott N^{o}. 51. TO HAVE AND TO HOLD the s^{d} Third Part of the s^{d} 459
Town Lott & All Other Premisses With the appurt^{s}. unto the James Omer his Exors Admors & Assigns from the day next before the day of the date of These Pres^{ts}. for and during and unto the full End and Term of One Whole year from Thence Next Ensuing & fully to be Compleated & Ended Yielding & Paying therefore unto the s^{d} Robert Hume the Rent of One Pepper Corn on The Last day of the s^{d} Term if the same shall be Lawfully Demanded To the intent & Purpose That by Virtue of these Presents and of the Statute for Transferring uses into Possession the s^{d} James Omer may be in the Actuall Possession of the s^{d} Third Part of the s^{d} Town Lott No. 51 herein before by these Presents Granted Bargained & Sold & Thereby be Enabled to accept & Take a grant & Release of

ROA_ 7578

214 and known in the Model of the said Town by the number (66) containing in length from North to South Eighty four feet and four Inches, and in breadth from East to West Sixty feet or thereabouts and which said peice of ground buts and bounds to the Southward on Lands heretofore in the possession of Miles Brewton and Susannah his Wife, but now belonging to John Lewis, to the Eastward on Land late of Mary Mullins but now of Hugh Anderson and to the Westward and Northward on other part of St. Philip's Church yard; Together with all and singular the houses Outhouses, Buildings, Cellars, Ways, paths, passages, Wells, Waters, Water-courses

215 Gutters, Privileges, Lights, Easements, Profits, Commodities Emolumts Hereditaments, Rights, Members, and Appurtenances on or to the said Piece or Part of a Town Lott of Land Standing being belonging or in any wise Appertaining or Accepted reputed Deemed taken or known used Enjoyed held Occupied Leased or Demised as part Parcel or Member of the same and the reversion & Reversions Remainder & Remainders Rents Issues and Profits thereof and every Part and Parcel thereof and all the Estate, right, Title, and Interest, use, Trust, Possession, Profit, Benefit, Claim and Demand whatsoever both in Law and Equity of her the said Elizabeth Allen of in to and Out of the said Piece or Parcel of Land and Other the Premisses with the Appurtenances To have and to Hold the Sd Piece or Parcel of Land and all and Singular the Premisses herein before mentioned or intended to be hereby Granted or Released with their & every of their rights Members and Appurtenances unto the said Thomas Crossthwaite his heirs and Assigns to the Only proper use and behoof of the said Thomas Crossthwaite his heirs and Assigns for ever In Witness whereof the said Mary Seaman as Guardian of the said Elizabeth Allen & the said Thomas Crosswaite have hereunto Set their hands and Seals the day and Year first above written.

Sealed and Delivered In the Presence Of— John Remington Junr. John Remington— } Mary D Seaman

Received of the within named Thomas Crossthwaite the sum of Five Shillings being the Consideration Money within mentioned. By me Witness.— John Remington Junr. } Mary Seaman

John Remington— } John Remington one of the Subscribing Witnesses to the within Deed Maketh Oath That he was present and did see the within named Mary Seaman sign seal and as her Act & Deed Deliver the within Indenture of Release to and for the Uses & Purposes therein mentioned That he did also See the said Mary Seaman sign the receipt hereon Endorsed & that John Remington Junr was also Present and with the Dept Subscribed his Name as Witness thereto

Sworn the 21st Day of February 1753 before me Jacob Motte— } Recorded the 28th February 1753 And Exam'd P. Wm Hopton Dut Regr

216 Thomas Crossthwaite & Wife To David Deas and Francis Bremar Church Wardens of St Philips Parish Lease for a Year

This Indenture made the Fourth Day of December in the Twenty Sixth Year of the Reign of Our Sovereign Lord George the Second, and in the Year of our Lord One

MM
216
1753
Lot 66
NE corner of
Church & Queen

thousand Seven hundred and fifty two, Between Thomas Crosthwaite of Charlestown 216.
in the Province of South Carolina Merchant of the one part, and David Deas and
Francis Bremar Church Wardens of the Parish of St. Philip's in Charlestown aforesaid
for the time being of the other Part, Witnesseth, That for & in Consideration of the Sum
of five Shillings good and Lawfull Money of the Province aforessaid, To the said Thomas
Crosthwaite by the said David Deas & Francis Bremar Church Wardens of the Parish
of St. Philip's aforesaid in hand at and before the Enseating and Delivery of these Presents
well and truely paid the Receipt whereof is hereby Acknowledged he the said Thomas
Crosthwaite hath Granted Bargained and Sold and by these Presents doth Grant Bar-
gain and Sell unto the said David Deas and Francis Bremar Church Wardens of the
parish of St. Philip aforesaid all that piece or Parcel of Ground, being part of a Certain
piece or parcel of a Town Lott of Land Situate Lying & being in Charles Town afore-
said, Known in the Model of the said Town by the Number Sixty Six, and which Piece
or Parcel of Ground being part of the foresaid piece or parcel of the Town Lott before
mentioned, Contains in Length from North to South Eighty four feet and four Inches
and in Breadth from East to west Sixty feet or thereabout, and Butts & Bounds to the
Southward on Lands heretofore in the Possession of miles Brewton and Susannah
his wife, but now in the Possession of and belonging to John Lewis to the Eastward on
Land late of Mary Mullins but now of Hugh Anderson To the Westward and North-
ward on St. Philips Church Yard and hath such shape and form as appears by the
General Plat of the said Church Yard together with all and Singular the rights Mem-
bers and Appurtenances thereunto belonging or in any wise Appertaining or Accepted
Reputed Deem'd taken or known, used, Enjoyed held Occupied Leased or Demised
as part Parcel or Member of the same And the Reversion & Reversions Remainder and
and Remainders Rents, Issues, & Profits thereof and of every Part & Parcel thereof and
the Estate right Title Interest use Trust Possession, Profit benefit Claim and Demand
whatsoever both in law and Equity of him the said Thomas Crosthwaite of in to or
out of the said last mentioned and Described Piece or Parcel of Ground and other
the Premisses With the Appurtenances To Have and to Hold the said last mentioned
Piece or Parcel of Ground and all and singular the Premisses herein before mentioned
or Intended to be hereby Bargd and sold with their and every of their rights members
& Appurtes unto the said David Deas and Francis Bremar and their Successors
Church
Church Wardens of the Parish of St. Philips aforesaid for the time being from the day 217.
next before the day of the date of these Presents for and During the Term of one Year
from thence next ensueing and fully to be compleat and ended Yeilding and
paying therefore unto the said Thomas Crosswaite his heirs or Assigns the Rent of
one pepper corn only on the last day of the said Term, if the same shall be demand-
ed To the Intent and purpose that by virtue of this present bargain and Sale
and of the Statute for transfering Uses into possession the said David Dease and
Francis Bremar Churchwardens of the Parish of St. Philip aforesaid may be in the
actual possession of all and singular the hereby bargained Premisses with their
Appurtenances and may thereby be enabled to accept and take a Grant and Re-
lease of the Reversion and Inheritance thereof, to them and their Successors
Church Wardens of the Parish of St. Philip aforesaid for Ever, By Indenture intend-
ed to be made between the said Thomas Crosswaite of the one part, and the said David
Deas and Francis Bremar Church Wardens of the Parish aforesaid on the other part
and to bear date the day next after the day of the date of these presents In Witness

N to S
84' 4"
E to W
60'

ROA_ 7580

217 whereof the said Parties to these presents have hereunto interchangably Set their hands and Seals the day and year first above written

Sealed and delivered in the presence of
Gabriel Manigault
Charles Grimball

Ths Crosthwate (X)
Mary Crosthwate (X)

Received from the within named David Deas and Francis Bremar five Shillings currency being the Consideration money within mentioned

Witness
Gabriel Manigault
Charles Grimball

By me
Thomas Crossthwaite

Charles Grimball One of the Subscribing Witnesses to the within Deed Maketh Oath That he was present and did See the within named Thomas Crosthwaite & mary his Wife Severally Sign Seal & as their Act & Deed Deliver the within Deed of Lease for the Uses & purposes therein mentioned, and the said Thomas Crossthwaite Sign the Receipt thereon Endorsed, that Gabriel Manigault was also present and with the Deponent Subscribe his Name as Witness thereto

Sworn the 21st Day of Febr 1753 Before me Jacob Motte

Recorded the 1st March 1753 and Examined

P Wm Hopton Dub Regr

Thomas Crosthwate & Wife
To
David Deas & Fras Bremar
Church Warden's of St Philip's Parish
Release

This Indenture made the Fifth day of December in the Year of our Lord One Thousand Seven Hundred and Fifty Two, and in the Twenty Sixth Year

218 Year of the Reign of our Sovereign Lord George the Second Between Thomas Crossthwaite of Charles Town in the Province of South Carolina Merchant and Mary his Wife of the One part, and David Deas and Francis Bremar Church Wardens of the Parish of St Philip in Charles Town for the time being of the other part Whereas Mathew Porter heretofore of Charles Town in the Province aforesaid Sawyer deceased did in his Life time agree with John Milner of Charles Town in the Province aforesaid Mariner and Elizabeth his Wife for the purchase of a certain peice or parcel of a Town Lot of Land Situate lying and being in Charles Town aforesaid, Known in the Model of the said Town by the number Sixty Six, Buting and bounding to the Westward on a Street that leadeth to St Philip's Church & containing in length on the said Street Two hundred feet, and Buting to the Southward on the Street that leads by the French Church, containing on the said Street Sixty feet and Buting to the Northward on St Philip's Churchyard and to the Eastward on other part of the said Lott then belonging to Mrs Mary Mullens and Whereas the said Mathew Porter dyed before any Conveyance of the said Premisses was made and Executed to him for the same, Having first duly made his last Will and Testament in Writing, and therein and thereby amongst other things did give & bequeath the whole of his Real Estate unto his beloved Wife Susannah Porter during her Natural Life and all the Rest & Residue of his Estate he gave and bequeath'd unto his Mother Mary Porter and his Brothers John & James Porter and his Sister Hannah Porter Share and Share alike, and Directed that

ROA_ 7581

after the Death of his Wife his Real Estate Should be Sold by his Executors and the Sur- 218.
vivors of them, and the monies arising thereby equally Divided Between his Said Mother
Brothers & Sister and of his said Will appointed his said Wife Executrix and Messrs
Andrew Allen and Robert Tradd of Charlestown aforesaid Executors, as in and by the
said in part recited Last Will and Testament bearing Date the fifteenth Day of
November one thousand Seven Hundred and Seventeen duely Proved and Remain-
ing of Record in the Secretaries office of the Province aforesaid Relation being there-
unto had may more fully appear, And Whereas the said Mathew Porter Soon
afterwards Died at Charlestown aforesaid, And Whereas the said Andrew Allen
and Robert Tradd as Executors of the said Mathew Porter paid the Money agreed to
be paid by the said Mathew Porter in his lifetime to the said John Milner and
Elizabeth his Wife for the Purchase of the Premisses aforesaid whereupon the said
John Milner and Elizabeth his Wife by their Certain Indentures of Lease and Release
bearing date respectively the Seventh & Eighth Days of March which was in the
Year of Our Lord one thousand Seven hundred and Seventeen did Grant Bargain Sell
Alien remise Release and Confirm unto the said Andrew Allen and Robert Tradd all & Sing-
ular the Premisses herein beforementioned with the Houses, Tenements, Edifices & Buildings there-
on, To have and to hold unto the said Andrew Allen and Robert Tradd their heirs &
Assigns for Ever, as in and by the said in part recited Indentures of Lease and Release relation being
thereunto

Thereunto had may more fully Appear, And Whereas the said Andrew Allen and 219.
Robert Tradd by their certain Deed or Declaration of trust under their hands and Seals
duely made and Executed bearing date on the aforesaid Eighth day of March one
thousand seven hundred and Seventeen reciting the premisses herein before men-
tioned did therein and thereby Declare, that the Consideration money paid by them
to the said John Miller and Elizabeth his Wife was the proper monies of and Did
belong to the Estate of the said Mathew Porter, and that the Names of them the said
Andrew Allen and Robert Tradd (were in the said Recited Indentures of Lease &
Release made by the said John Miller & Elizabeth his wife as aforesaid only used
Intrust and for the Uses following That is to say Intrust that they the
said Andrew Allen and Robert Tradd) and the Survivor of them and the heirs and
Assigns of Such Survivor should and would permit and Suffer the Susanah
Porter peaceably and Quietly to have hold occupie possess & enjoy the said Premisses
during her Natural life and from and after her Decease, Then in trust that they the
said Andrew Allen and Robert Tradd or the Survivor of them or the heirs & Assigns
of Such Survivor did & Should with all Convenient speed Sell & Dispose of the said
Premisses and dispose of the monies arising thereby in Such manner as is
appointed and Directed in and by the last Will and Testament of the said
Mathew Porter That is to say Divide the same equally Between the said
Mary Porter Mother of the said Mathew Porter, and the said John Porter, James
Porter and Hannah Porter, Brothers & Sister of the said Mathew Porter Deceased, as
in and by the said in part recited Declaration of Trust Relation being thereunto had may
more fully Appear, And Whereas the said Andrew Allen Survived the said
Robert Tradd and Sometime afterwards Died leaving two Sons John Allen & William
Allen, which said John Allen died without Issue of his body in the lifetime of
the said William Allen, And Whereas the said William Allen Also Soon after-
wards Died leaving lawfull Issue of his Body Mary Allen An Infant and in
whom the legal Estate of & in the premisses aforesaid lately was, And

ROA_ 7582

219 Whereas the aforesaid Mary Allen in whom the legal Estate lately was being an Infant of about the age of Ten Years Could not legally Convey the premisses aforesaid unto the said Thomas Crossthwaite by Reason of her tender Years, And Whereas Inwand by an Act of the General Assembly of the Province aforesaid Intitled "An Act to Empower the Commissioners of the New Brick Church in Charlestown or any three of them to purchase Convenient Lot or Lots or part of Lots in the Said Town for a Church Yaird" passed on the Seventeenth Day of April one thousand Seven hundred and Twenty four it was amongst other things Enacted, that where the Owner or Owners of Any Such Lott or lotts or part of Lots Should be under the age of Twenty One Years then the Guardian or Guardians of Such Person or persons Shall and May And they are thereby Empoured and Required to make & Execute a Conveyance or Conveyances of the Premisses And that What Such Guardian or Guardians Shall Do by Virtue of the Said Act, Shall be Deemed and taken to be as Valid and effictual to all Intents & purposes as if the said Respective Owner or Owners had Done & Executed the same, as in and by the said in part Recited Act of the Assembly aforesaid Relation being thereunto had May more fully Appear, And Whereas the Said Thos. Crossthwaite has purchased the Several rights and Claims of the Several Legatees & Devisees of

220 Of the said Mathew Porter and of the Representatives of Such of them as have Died Since the Said Mathew Porter, of in and to the Premisses, and whose rights Interests & Estates therein and thereto, are by Diverse Mesne Conveyances and Assureances in the Law become Vested in the Said Thomas Crossthwaite And Whereas Mary Seaman late Mary Allen and Mother and Testamentary Guardian of the said Infant Mary Allen, in and by her Certain Indentures of Lease & Release under her hand & Seal duely made and Executed & bearing date respectively the Third & fourth Days of this Instant October as Guardian of the Said Mary Allen and pursuant to the powers & Authoritys Given & Granted in & by the aforesaid in part recited Act of Assembly for the Consideration therein mentioned, Hath Bargained & Sold the Premisses aforesaid unto the Said Thomas Crossthwaite his heirs & Assigns, To have and to hold, unto the said Thomas Crossthwaite his heirs & Assigns for Ever, as in and by the said in part recited Indentures of Lease & Release Reference being thereunto had may more fully Appear, by Virtue whereof the said Premisses became Vested in the said Thomas Crossthwaite his heirs & Assigns in Fee Now this Indenture Witnesseth, that the Said Thomas Crossthwaite and Mary his Wife for & in Consideration of the sum of Three Hundred & Thirty Seven Pounds, Six Shillings & three pence good and Lawfull money of the Province aforesaid by the said David Deas and Francis Bremar Church Wardens of the Parish aforesaid To the said Thomas Crossthwaite in hand at & before the Sealing and Delivery of these presents well & truely Paid the Receipt whereof the said Thomas Crossthwaite doth hereby Acknowledge, Have Granted Bargained, Sold Aliened remised Released & Confirmed, and by these presents Do Grant Bargain Sell alien remise Release & Confirm unto the said David Deas & Francis Bremar Church Wardens aforesaid in their Actual possession Now being by virtue of a Bargain & Sale to them thereof made for one whole Year, by Indenture bearing date the Day Next before the Day of the Date of these presents and by force of the Statute for transferring uses into Possession, and to their Successors Church Wardens of the Parish aforesaid for Ever, All that piece or parcel of Grounds being part of the aforesaid piece or part of the Town Lot hereinbefore mentioned and

ROA_ 7583

Discribed and Known in the Model of the Said Town by the Number Sixty Six, 220
Containing in length from North to South Eighty four feet and four Inches, and
in Breadth from East to West Sixty feet or thereabout, and which said piece of
Ground Butts & bounds to the Southward on Lands heretofore in the possession of
Miles Brewton and Susanah his Wife, but now in the possession and belonging to
John Lewis, to the East ward on Lands late of Mary Mullins but now of Hugh
Anderson, To the West ward & Northward on other part of St Philips Church Yaird,
and hath Such Shape and form as appears by the Genel Platt of the Church
Yaird aforesaid, Together with all & Singular the rights Members and Appurte-
nances thereunto belonging or in anywise appertaining or accepted reputed Deem'd,
taken or Known used enjoyed held Occupied Leased or Demised, as part, parcel or
member of the same, and the Reversion & Reversions Remainder & Remainders, Rents
Issues and Profits thereof and of every part & parcel thereof, and the Estate, Right, Title, Interest, use,
Trust,

Trust possession profit Benefit Claim & Demand whatsoever both in Law & 221
Equity of them the said Thomas Crossthwaite & Mary his Wife, of, in, to, or out of, the
said last mentioned & Described piece or parcel of Land and other the premisses
with the Appurtenances, To have and to hold the said last Mentioned
piece or parcel of Land and all & Singular the Premisses hereinbefore men-
tioned and Intended to be hereby Granted or Released, with their & every of their
rights Members and Appurtenances unto the said David Deas & Francis Bremar
and their Successors Church Werdens of the Parish of St Philip aforesaid for the
time being, to the only Proper use & behoof of the said David Deas & Francis
Bremar, And their Successors Church Wardens of the said Parish for the time
being for Ever, And the said Thomas Crossthwaite for him self his heirs Executors
and Administrators Doth Covenant promise & agree to & with the said David
Deas & Francis Bremar & their Successors Church Wardens of the Parish of St
Philip aforesaid in Manner & form following That is to Say That for & not-
withstanding any Act Matter or thing by him the said Thomas Crossthwaite Done
or Committed to the Contrary, He the said Thomas Crossthwaite on the Day of the
Date of these Presents and at the time of the Sealing & Delivery hereof is &
Standeth Lawfully Seized in his Demesne of an Absolute & Indefeazible Estate
of Inheritance in fee Simple to the use of himself and his heirs of & in the
aforesaid piece or parcel of Land and all & Singular the premisses herein
before mentioned or Intended to be hereby granted and Released with their &
every of their Rights members & appurtenances without any manner of Condition,
uses, Trust, Power or Limitation to alter Change make Void or Determine the Same,
And that he the said Thomas Crossthwaite for and Notwithstanding any Such Act,
Matter or thing by him Done or Committed to the Contrary as aforesaid Now hath
in himself full power good right true Title and Lawfull & absolute Authority
to Grant Release & Convey, all & Singular the said premisses herein before men-
tioned or intended to be hereby granted, Released or Conveyed with their and
every of their Rights Members & Appurtenances unto the said David Deas & Francis
Bremar and their Successors Church Wardens of the Parish of St Philip aforesaid
in form aforesaid, And that free & Clear & freely & Clearly Acquitted and Discharged
or otherways by the Said Thomas Crossthwaite his heirs Executors & Administrators
or Some of them from time to time & at all times hereafter kept harmless and
Indempnified of & from all & all manner of former & other bargains, Sales, Leases,

ROA_ 7584

221 Grants, Intails Annuities, Rents Arrearages of Rents, Dowers, Title & Titles of Dower, Statutes, Judgements, Fines and Amerciaments, And of and from all other Estates, Titles, Troubles charges & Incumberances Acts matters & things whatsoever had Made Committed Done or Wittingly or Willingly permitted or Suffered by the said Thomas Crossthwaite or by any other person or Persons lawfully claiming by from or under him And that the said David Deas & Francis Bremar & their Successors Church Wardens of the Parish of St. Philip aforesaid Shall & may from time to time & at all times for ever hereafter peaceably & Quietly have hold Occupie possess & Enjoy the said Premisses with the Appurtenances and Every part & parcel thereof, And Receive & take the Rents Issues & profits thereof to their own & their Successors Church Wardens of the Parish of St. Philip aforesaid proper use & behoof without any lawfull Let Suit Trouble, Eviction, Ejection Molestation Impediment, Claim Demand or Interruption either in Law or Equity of or by the said Thomas Crossthwaite or his heirs or of or by any other Person or Persons whatsoever, Lawfully Claiming or to Claim by from or under him or by or thro' his Act Means Estate Right Title Interest Consent

222 Consent or Procurement in any wise howsoever, And the Said Thomas Crossthwaite for himself And his heirs Executors and Administrators Doth Covenant Grant & agree To & with the Said David Deas & Francis Bremar and their Successors Church Wardens of the Parish of St. Philip aforesaid, That he the said Thomas Crossthwaite and his heirs, the said hereby Granted & Released Premisses and Every part & parcel thereof with their & every of their Appurtenances unto the Said David Deas And Francis Bremar and their Successors Church Wardens of the Parish of St. Philip Aforesaid against him the said Thos. Crossthwaite And his heirs and all & every other Person or Persons whatsoever Shall & Will Warrant and for Ever Defend by these Presents, And Moreover that he the said Thomas Crossthwaite And his heirs and all & every other Person or persons having or Lawfully Claiming any Estate Right Title or Interest of in or to the said Premisses or any part or parcel thereof by from or under him Shall & Will from time to time & at all times hereafter upon the Reasonable request & at the Costs & Charges of the said David Deas & Francis Bremar and their Successors Church wardens of the Parish of St. Philip aforesd. make Do acknowledge Levey Suffer & Execute or Cause to be made, Done, Acknowledged Levied Suffered and Executed, All & every Such further and other Acts, Matters & things Conveyances & Assureances in the Law whatsoever for the further better & more effectual Conveying and Assuring all & Singular the Premisses herein before mentioned or Intended to be hereby granted Released or Conveyed, with their & every of their rights Members and Appurtenances unto the said David Deas & Francis Bremar & their Successors & to the only proper use & behoof of the said David Deas & Francis Bremar and their Successors Church Wardens of the Parish of St. Phil. aforesaid Church Wardens of the Parish of St. Philip aforesaid, for & ever as by them or their Successors or their Counsel Learned in the Law Shall be Reasonably advised or Devised & Required. In Witness whereof the said Parties to these presents have hereunto Interchangeably Set their hands & Seals the Day & Year first above written

omission of Recorder

Sealed & Delivered in the Presence of
Gabriel Manigault
Charles Grimball

Thomas (LS) Crossthwaite
Mary (LS) Crossthwaite

Received from the within named Deas & Francis Bremar the Sum of three Hundred & thirty Seven pounds Six Shillings & three pence Currency being the Consideration Money within Mentioned by

ROA_ 7585

Witness
Gabriel Manigault
Charles Grimball } Thomas Crosthwaite 222

Charles Grimball one of the Subscribing Witnesses to the within Deed being duly Sworn maketh Oath that he was Present & did See the within named Thomas Crosthwaite & mary his Wife Severally Sign Seal & as their act & Deed Deliver the within Deed of Release to & for the Uses & purposes therein mentioned & also See the said Thomas Crosthwaite Sign the Receipt for the Consideration money hereon Endorsed that Gabriel Manigault was present & with the Deponent Subscribed his Name as Witness thereto

Sworn the 21st Day of Febry 1753
Before me Jacob Motte } Recorded March the 2d 1753 and Examined
P Wm Hopton Dut Register

Thomas Crosthwaite & Wife
To
David Deas & Francis Bremar
Church Wardens of St Philip's Parish
Bond to perform Covenants

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South Carolina. Know all Men by these presents That We Thomas Crossthwaite of Charles Town in the Province of South Carolina Merchant and Mary Crosthwaite his Wife, are held and firmly bound unto David Deas and Francis Bremar Churchwardens of the Parish of Saint Philip in Charles Town aforesaid for the time being in the full and just Sume of Six hundred and Seventy four pounds twelve Shillings and Six pence good and lawful money of the Province aforesaid to be paid to the said David Deas and Francis Bremar or to their Successors Church Wardens of the Parish of St Philip aforesaid or their Assigns To the which payment well and truly to be made and done, We Bind ourselves and either of us joyntly and Severally, our and each of our heirs Executors and Administrators firmly by these presents, Sealed with our Seals, and Dated the Fifth day of December in the year of our Lord One Thousand Seven hundred and Fifty Two, And in the Twenty Sixth year of his Majesty's Reign.

The Condition of the above Obligation is such That if the above Bound Thomas Crosthwaite and Mary his Wife their Heirs Executors and Administrators Do and Shall in and by all Things well and truly Observe perform Do Execute Fulfill and keep all and singular the Covenants Clauses and Agreements mentioned and contained in a certain Indenture of Release bearing even date herewith and made or mentioned to be made by and Between the said Thomas Crosthwaite and Mary his Wife of the one part and the said David Deas and Francis Bremar Church wardens aforesaid on the other part which on the part of the said Thomas Crosthwaite and Mary his Wife their Executors or Administrators or any or either of them are and ought to be Observed performed, done, Executed fullfilled and kept, And that in and by all Things according to the purport true Intent and meaning of the said Indenture of Release and the said Partys thereto Then this Obligation to be void and of none Effect or else to be and remain in full force and Virtue

Sealed and Delivered
in the presence of
Gabriel Manigault
Chas Grimball } Tho Crosthwaite ⊗
Mary Crosthwaite ⊗

Charles Grimball one of the Subscribing Witnesses to the within Bond or Obligation being duly Sworn maketh Oath That he was present and did see

omission of Recorder

ROA_ 7586

204 Samuel Wilson. Alexander Baron Wilson drew Lot №(3) three measuring as aforesaid and butting and bounding to the North on Lot №(4) four to the East on Back Street to the West on Marsh Street and to the South on Lot №(2) two the property of Stephen Wilson. William Handy Wilson drew Lot №(4) four measuring as aforesaid, and butting and bounding to the North on Lot №(5) five, to the East on Back Street, to the West on Marsh Street and to the South on Lot №(3) three the property of Alexander Baron Wilson. Isaac Mazyck Wilson drew Lot №(5) five measuring as aforesaid and butting and bounding to the North on Lot №(6) Six to the East on Back Street to the West on Marsh ~~Street~~ and to the South in Lot №(4) four the property of William Handy Wilson. Samuel Wilson Junr drew Lot №(6) Six, measuring as aforesaid, and butting and bounding to the North partly on Magazine Street, to the East on Back Street to the West on Marsh Street and to the South on Lot №(5) five the property of Isaac Mazyck Wilson — We the aforesaid Isaac Mazyck Wilson, Stephen Wilson, Samuel Wilson Junr William Handy Wilson and Alexander Baron Wilson do hereby bind ourselves and each and every of our heirs, Executors and Administrators and Assigns to the aforesaid division of the aforementioned five lots of land. In Witness Whereof we have hereunto set our hands and Seals at Charleston on the thirteenth day of august in the year of our Lord one thousand Eight hundred and Sixteen. Isaac M. Wilson (L.S.) Stephen Wilson (L.S.) Saml Wilson Jun. (L.S.) William H. Wilson (L.S.) A.B. Wilson (L.S.). The word "Mary" interlined between the words "aforesaid" and "having" in the fifteenth line from the top of the other side was done prior to the signing and sealing and acknowledged to be correct by the parties signing and sealing. Signed and Sealed in the presence of William Mazyck Jr. P.P. Mazyck. South Carolina Charleston District Personally appeared before me P.P. Mazyck who being duly sworn made oath that he was present and saw Isaac M. Wilson, Stephen Wilson, Saml Wilson Jr. William Handy Wilson and Alexr Baron Wilson sign seal and as their act and deed deliver the within Deed for the uses and purposes therein mentioned and that he with William Mazyck subscribed their names as witnesses to the due execution of the same sworn to before me this 24th August 1816. W.B. Tucker L.M. Recorded and Examined this 24th August 1816. W.B. Tucker Register.

AUGUST 24, 1816
RECORDED
AUG 30, 1816

William Johnson Senior to William Johnson Junior & St. Philips Church	The State of South Carolina Know all Men by these presents, that we William Johnson the Elder and William Johnson the Younger of Charleston in the State aforesaid for and in Consideration of the sum of

308 Five Hundred Dollars to us paid by the Protestant Episcopal Church of the Parish of St Philips in Charleston in the State of South Carolina in the State aforesaid have Granted Bargained, sold and Released, and by these Presents do grant bargain sell and release unto the said Corporate Body and their Successors in office all that piece parcel or lot of Land situate lying and being in Charleston aforesaid on the west side of Philadelphia Street lately called Kinloch Court and between the said Street and St Philips Church yard bounded to the North by the Continuation of the North wall of the said Churchyard in a Straight Line to Philadelphia Street to the East by the said Street to the South by a range of brick buildings belonging to the said William Johnson Junior and the west by the wall of the said Church yard, together with all and Singular the rights Members Hereditaments, and appurtenances to the said Premises belonging or in any wise incident or appertaining, to Have and to Hold all and Singular the Premises before mentioned unto the said Corporate Body and their Successors in office, and we do hereby bind ourselves our heirs Executors and administrators, to warrant and forever defend all and Singular the said premises unto the said Corporate Body and their Successors in office against us and our heirs and all persons whomsoever lawfully claiming or to claim the same, or any part thereof, and we the said William Johnson Senior and William Johnson Junior for ourselves and our heirs Executors and administrators, do covenant promise grant and agree, to and with the said Corporate Body and their Successors in office by these presents, in manner and form following, that is to say, that the said William Johnson Senr and William Johnson Junior now at the time of the sealing and delivery of these Presents, are lawfully and absolutely seized of in and to the said piece or parcel of land and all and Singular other the Premises herein before mentioned, and intended to be hereby granted and released, and every part and parcel thereof, with their and every of their appurtenances of a good sure, perfect, and absolute estate of inheritance in Fee Simple without any manner of condition, trust proviso, power of revocation or limitation of any use or uses or other restraint, matter or thing to alter or vary, to alter limit change, charge defeat or avoid the same; and also that we the said William Johnson Senior and William Johnson Junior now have in our selves good right full power, and lawful and absolute authority, to grant release and confirm the said piece parcel or lot of Land and all and Singular other the premises hereinbefore mentioned and intended to be hereby granted and released and every part and parcel thereof with their and every of their appurtenances unto the said Corporate Body and their Successors in office forever as aforesaid, and also, that it shall and may be lawful to and for the said from time to time and all times hereafter peaceably and quietly to enter into have hold occupy possess and enjoy the said piece parcel or lot of Land and all and Singular other the premises herein before mentioned and intended to be hereby granted and released every part and parcel thereof, with their and every of their appurtenances, without any the lawful let, suit trouble, molestation eviction, or interruption of us the said William Johnson Senior and William Johnson Junior our Executors or administrators, or any other Person or persons whatsoever claiming to claim by from or under us

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that free and clear, and freely and clearly, and absolutely ~~[illegible]~~ acquitted and discharged of and from all and all manner of former and other Bargains Sales uses Wills Intails Joint Dower Assignments Executions Charges, and Incumbrances whatsoever, had made done committed or suffered by us the said William Johnson Senior and William Johnson Junior or any other Person or persons whatsoever, lawfully claiming or to claim by from or under us and each of us that we the said William Johnson Senior and William Johnson Junior and our heirs and all and every other person and persons lawfully claiming or to claim any Estate right title and Interest of in or to the said Piece or Parcel of Land and all and singular other the premises herein before mentioned, and intended to be hereby granted and released or any part or parcel thereof shall and will from time to time and at all times hereafter, at the reasonable request and at the proper costs and Charges in the Law of the said Corporate Body and their Successors in office make do acknowledge and Execute, or cause and procure to be made done acknowledged and executed, all and every such further and other lawful and Reasonable act and deeds thing and things Conveyances and assurances in the Law whatsoever, for the further better and more perfect and absolute granting Conveying and assuring the said piece or parcel Land, and every Singular other the premises herein before mentioned and intended to be hereby granted and released, and every part and parcel thereof with their and every of their appurtenances, to & for the use and behoof of the said Corporate Body their Successors in office forever, as by him or them or his or their Counsel learned in the Law shall be reasonably devised advised or required. Witness our Hand and Seal this Twenty third day of August in the year of our Lord one thousand eight hundred and Sixteen and in the forty first year of the Independence of the United States of America, W^m Johnson [L.S.] Wm Johnson Jr [L.S.] Signed Sealed and delivered in the presence of Jane Cubbedge Sarah McCready, 24th August 1816 Received of the Wardens and Vestry of St Philips five thousand five hundred Dollars in full of the Consideration of the within Deed, W^m Johnson Sr for himself & W^m Johnson Jr

State of South Carolina Charleston District } Samuel Cobb one of the Justices of the Quorum for the said State do hereby Certify unto all whom it may Concern that Sarah the elder wife of the within named Wm Johnson the elder and Sarah the Younger wife of the within named Wm Johnson the Younger did this day appear before me and upon being severally and privately examined by me did each for her self declare, that she does freely voluntarily and without any Compulsion dread or fear of any Person or persons whomsoever relinquish release and forever quit claim unto the within named Corporate Body and their Successors in office all her Interest and Estate and also all rights and Claim of Dower of in or to the said Premises within mentioned and Released Given under my Hand and Seal this Twenty Fourth day of August Anno Domini one thousand Eight hundred and Sixteen Sarah Cobb [L.S.] Sarah Johnson Senr

ROA_ 7589

[illegible] South Carolina Charleston District Personally appeared before me [illegible] who being duly sworn deposeth that she did see the within named James Pennall and William Johnson the Younger parties to the within Deed of Mortgage Sign Seal and as their act and deed deliver the same and that she with Lewis McCready Subscribed their names as witnesses thereto Sworn to before me this 24 Day of August 1816 Saml Nobbs J P S C

Recorded and Examined this 30 Day of August 1816

W C Decker Register

James Beggs
to
John R. O'Leary
Sheriff Mortgage

The State of South Carolina To all whom these presents may concern James Beggs of the City of Charleston in the State aforesaid send Greeting Whereas the said James Beggs together with James Pennall in and by their several certain Bonds or Obligations bearing date the day of the date of these presents stand Jointly held and bound unto John R. O'Leary Sheriff of Charleston district in the State aforesaid in the penal sum of two hundred and sixty eight dollars forty eight cents and also in the penal sum of one hundred and thirty four dollars twenty four cents conditioned for the payment of the full and just sum of one hundred and thirty four dollars twenty four cents and also of sixty seven dollars twelve cents with lawful interest from the date of the said Bonds as in and by the said Bonds and conditions thereof reference being thereunto had, will more fully appear Now Know all men that he the said James Beggs in consideration of the said debt & sums of money aforesaid and for the better securing the payment thereof to the said John R. O'Leary Sheriff as aforesaid according to the conditions of the said Bonds and also in consideration of the further sum of three dollars to him the said James Beggs in hand well and truly paid by the said John R. O'Leary Sheriff as aforesaid at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged the said James Beggs hath granted bargained sold and released and by these presents doth grant bargain sell and release unto the said John R. O'Leary Sheriff as aforesaid and to his heirs and assigns forever all that plantation or tract of land situate lying and being in St. John's Parish Berkeley County containing three hundred acres more or less butting & bounding to the North on lands of James Read and bounding Southwardtine, South west and South east on vacant lands, North east on vacant lands and on lands of Peter Witters which said tract was formerly laid out for John Summers Together with all and singular the rights members Hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining To have and to hold all and singular the said premises unto the said John R. O'Leary Sheriff as aforesaid and to his heirs and assigns forever and the said James Beggs doth hereby bind himself his heirs executors and administrators to warrant and forever defend all and singular the said premises unto the said John R. O'Leary Sheriff as aforesaid and to his heirs and assigns from and against himself his Heirs executors administrators and each and every of them lawfully claiming or to claim the same or any part thereof. Provided always nevertheless and it is the true intent and meaning of the parties to these presents, that if they the said James Beggs and James Pennall or either of them their or either of their Heirs executors or administrators do and shall well and truly pay or cause to be paid unto the said John R. O'Leary Sheriff as aforesaid or to his certain attorney executors administrators or assigns the said debt or sums of money aforesaid, with the interest

012.155 (10)

D - 12/16/1850

State of South-Carolina.

Know all Men by these Presents, That I, Christopher Edwards Gadsden

of the District and State aforesaid Planter

in the ~~United States~~ in consideration of the sum of

One Dollar

to me in hand paid by Mr. Christopher Edwards Gadsden Junr. of the District and

State aforesaid, the receipt whereof is hereby acknowledged, have

granted, bargained, sold and released, and by these Presents, **Do grant, bargain, sell and release unto**

the said Christopher Edwards Gadsden Junr. his heirs and assigns forever, all that

Tract or Parcel of Land, situate, lying and being in the District and State aforesaid, containing

Two Hundred and Twenty Five (225) Acres, more or less, bounded as follows, that is to say:

Beginning at a Pine on the Eastern Bank of Cooper River, and running thence North

Forty Degrees East Two Hundred and Twenty Five (225) Chains to a Pine; thence South

Fifty Degrees East Ten (10) Chains to a Pine; thence South Forty Degrees West Two

Hundred and Twenty Five (225) Chains to a Pine on the Eastern Bank of Cooper River;

thence along the Eastern Bank of Cooper River, North Fifty Degrees West Ten (10)

Chains to the Beginning Corner. Containing Two Hundred and Twenty Five (225) Acres,

more or less. Bounding on the South and West on Lands of the Estate of the late

Richard D. Wilkinson, deceased, on the North on Lands of Mrs. Mary Ann Gadsden,

and on the East on Lands of Christopher Edwards Gadsden Junr. aforesaid.

Together with all and singular, the Rights, Members, Hereditaments and Appurtenances, to the said **Premises** belonging, or in any wise incident or appertaining.

To Have and to Hold all and singular the Premises before-mentioned, unto the said Christopher Edwards Gadsden Junr. his Heirs and Assigns forever. And I do hereby bind myself and my Heirs, Executors, and Administrators, to warrant and forever defend all and singular the said Premises unto the said Christopher Edwards Gadsden Junr. his Heirs and Assigns, against me and my Heirs, and against every other person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this Twenty Fifth day of September

in the year of our Lord one thousand eight hundred and Seventy fifty

and in the fifty year of the Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Edward R. Laurens

Christopher Edwards Gadsden (Seal)

ROA_7591

State of South-Carolina :
DISTRICT.

Personally appeared before me [illegible] and made oath, that he saw the within-named [illegible] sign, seal, and as [illegible] act and deed, deliver the within-written Deed; and that he with [illegible] witnessed the execution thereof.

Sworn before me this [illegible] day of [illegible] 1851

[illegible]
Notary Public

[illegible]

State of South-Carolina :
[illegible] DISTRICT.

I, [illegible] do hereby certify unto all whom it may concern, that [illegible]

the Wife

of the within-named [illegible] did this day appear before me and upon being privately and separately examined by me, did declare that she does freely [illegible] relinquish and forever release unto the within-named [illegible] his Heirs and Assigns, all her interest and estate, and also her right and claim of Dower of, in or to all and singular the Premises within mentioned and released.

Given under my hand and seal, this [illegible] day of January Anno Domini 1851

(Seal) [illegible]
Notary Public.

Recorded 5th Feby 1851.

[illegible]
Register.

ROA_7592

EXHIBIT SPH-12

515-46

D - JANY, 1870
R - APRIL 7, 1870

The State of South Carolina
Charleston County

Personally appeared W. D. O'Connor who deposeth that he saw John Johnson Esqr. Seal and deliver the foregoing deed and that he with Jno. E. Bowen witnessed the execution thereof

Sworn to before me this 6th day of April A.D. 1870
A. J. Samson
Not Pub

W. D. O'Connor

Recorded and Examined 6th April 1870 Revenue Stamps 25 cts

William J. McTeer
Register

Jane M. Rudolph
To
The Protestant Episcopal Church of the Parish of St Philip Charleston South Carolina
Conveyance

The State of South Carolina
Know all men by these
Presents that I Jane M. Rudolph of Charleston in the State aforesaid widow formerly Jane M. Eastlby, in consideration of the Sum of Ten thousand (10,000) dollars to me paid by the Protestant Episcopal Church of the Parish of St Philip in Charleston in the State of South Carolina have granted bargained Sold and released and by these presents do Grant bargain Sell and release unto the said the Protestant Episcopal Church of the Parish of St Philip in Charleston in the State of South Carolina all that lot piece or parcel of Land with the three story Brick building thereon Situate lying and being at the North East corner of Church and Queen Streets in the City of Charleston and State aforesaid

Measuring and containing in front on Queen Street Sixty (60) feet, and Six (6) inches, and in depth One hundred and fifteen (115) feet Eight (8) inches be the same more or less Bounding to the North on a brick wall which divides it from the Burial Ground of said St. Philips Church. To the East on land formerly of Thomas Heuchot now of Mrs Jane M. Rudolph. To the South on Queen Street and to the West on Church Street. To have and to hold all and singular the premises before mentioned unto the said the Protestant Episcopal church of the Parish of St Philip in Charleston in the State of South Carolina their Successors and assigns forever. In trust nevertheless to and for and upon the following uses and trusts and subject to the powers, provisions, and conditions hereinafter declared. That is to say in trust for the use of the pews of the said Protestant Episcopal Church of the Parish of St Philip in Charleston in the State of South Carolina, and such other members of the congregation of the said Church as shall or may stand in need of a home as a home, and to and for and upon such other limited uses as shall or may be from time to time declared by the members of the said church and subject to such regulations for the government thereof, as may be from time to time made by them, all such uses to be declared, and regulations to be adopted in the same manner as is now provided in the Bye laws XIX of said church for any change or alteration of said Bye laws, and upon the further trust to sell and convey the said property, and reinvest the proceeds for the purposes of the said trust, whenever and in such manner as shall or may be required and directed by the members of the said church in the manner hereinbefore provided for declaring limited uses and I the said Jane M. Rudolph do hereby bind myself and my heirs Executors and Administrators to warrant and forever defend all

ROA 7594

and Singular the said premises unto the said, the Protestant Episcopal Church of the Parish of St Philip in Charleston in the State of South Carolina their Successors and assigns against me and my heirs, and all persons whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness my hand and Seal this twenty ninth day of January. One thousand Eight Hundred and Seventy and in the Ninety fourth year of the Sovereignty and Independance of the United States of America.

Signed Sealed and delivered in the presence of
Alexander Isaacs
Jos. W. Harrison
Wm H. Easterby

Jane M. Rudolph (Seal)

The State of South Carolina
Charleston County

Personally appeared before me Alex Isaacs, and made oath that he saw Jane M. Rudolph Sign Seal and as her act and deed deliver the foregoing Conveyance, and that he with Jos. W. Harrison and Wm H. Easterby witnessed the execution thereof sworn to before me this
6th day of April A.D. 1870

Alexander Isaacs

Ch Richardson Miles
Not Pub & Ex Offo

Recorded and Examined April 7th 1870
Revenue Stamps $10. affixed

William J. W. Finlay
Register

ROA 7595

EXHIBIT SPH-13

The State of South Carolina,

E-12-349

(12)

ROA_7596

Sworn before me Thomas W. Bacot a notary Public for South Carolina personally appeared Clarence B
the within named F. J. H. Kaercloofe
saw the said act and deed, deliver the within written Deed; and that he (deponent) with F. B. Schachte
witnessed the execution thereof.

Sworn before me this 1st day of April A. D. 1914. } C. B. Schachte.

(Notarial Seal) T. W. Bacot
notary Public for S. C.

STATE OF SOUTH CAROLINA, } S.S.
County of Charleston }

I, Clarence B. Schachte notary Public
do hereby certify unto all whom it may concern that Mrs. Lily B. Kaercloofe
wife of the within named F. J. H. Kaercloofe
this day appear before me, and upon being privately and separately examined by me did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named "the Protestant Episcopal Church of the Parish of St. Philip in Charleston in the State of South Carolina and its Successors and Assigns, all her interest and estate, and also all her right and claim of Dower, of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this 31st day of March Anno Domini 1914

Clarence B. Schachte
notary Public [ ] Lily B. Kaercloofe.

(Notarial Seal)

Recorded herein this 1st day of April A. D. 1914, and delivered to T. W. Bacot

being first endorsed as recorded by County Auditor.

Julius B. Logwell
Register Mesne Conveyance, Charleston County, S. C.
per ehm

ROA 7597

EXHIBIT SPH-14

and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 29th day of December A. D. 1920.

Herold A. Mouson
Notary Public for South Carolina. Caroline B. Kennedy.
(NOTARIAL SEAL)

Recorded December 30th., 1920. Original delivered to Miller, Nugent, Wilcox & Miller. Being first endorsed as recorded by the County Auditor.
JULIUS E. COGSWELL, RMC, per Clk. R. D.

G 30-564

D-DEC 31, 1920
R-DEC. 31, 1920

W. GORDON MCCABE -TO- THE PROTESTANT EPISCOPAL CHURCH OF THE PARISH OF SAINT PHILIP IN CHARLESTON, IN THE STATE OF SOUTH CAROLINA.-:- TITLE TO REAL ESTATE -:-

STATE OF SOUTH CAROLINA,

WHEREAS, the premises hereinafter described were heretofore purchased by me with a view of conveying the same to "The Protestant Episcopal Church of the Parish of "Saint Philip," in Charleston, in the State of South Carolina," to be used for the purposes hereinafter mentioned, I now desire to carry out my said intention and convey the same accordingly.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS, That, I, W. Gordon McCabe, formerly W. Gordon McCabe, Jr., of the City of Charleston, in the State aforesaid, in consideration of the premises and of the sum of Ten Dollars to me in hand paid at and before the sealing of these Presents by "The "Protestant Episcopal Church of the Parish of Saint Philip "in Charleston, in the State of South Carolina," a corporation under the laws of the State of South Carolina, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said "The Protestant Episcopal "Church of the Parish of Saint Philip, in Charleston, in "the State of South Carolina," its successors and assigns,

I.

ALL that lot, piece or parcel of land originally consisting of two lots, situate, lying and being at the South West corner of Cumberland and Philadelphia Streets in the City of Charleston and State aforesaid, Butting and Bounding North on Cumberland Street, East on Philadelphia Street, South on lands of St. Philips Church and West on lands of Maria Centwell, F. W. and W. R. Zobel and Catherine A. VonDohlen. Measuring and containing on the North line Eighty eight feet, four inches, (88 ft. 4 in.) on the South line Seventy nine feet, six inches (79 ft. 6 in.) on the East line one hundred feet, six inches (100 ft. 6in.) and on the West line One hundred and four feet (104 ft.); being the same premises as were conveyed by Claudian B. Northrop, Trustee, to William E. Holmes and William Calder, copartners as Holmes & Calder, by Deed dated 29 December, 1871, and recorded in R. M. C. Office, Charleston County, on 10 January, 1872, in Book C. 16, page 8, and thereafter conveyed by said William Calder to said William E. Holmes by Deed dated 5 December, 1874, and recorded in said Office in Book L. 16, page 598.

ALSO

II.

All that lot of land, with the buildings thereon situate on the East side of Church Street, between Queen and Cumberland Streets, in the City of Charleston and State aforesaid, designated by the No. 152 (formerly 126) on said street. Measuring in front on Church Street (30) feet ten (10) inches, more or less, and in depth from West to East ninety (90) feet, more or less, Bounding North on land now or late of the Estate of

Quackenbush, formerly of John Magrath, East by lands now or late of Carety, formerly of Jones, South by lands now or late of Early, and West by Church Street; being the same property as was conveyed by Prudential Realty & Investment Company to Frederick W. Zobel and William E. Zobel by deed dated 20th February, 1911, and recorded in R. M. C. Office, Charleston County, in Book O.25, page 221.

ALSO

III.

ALL that lot of land with the Buildings thereon, situate at the Southeast corner of Church and Cumberland Streets in the City of Charleston, State aforesaid, known according to the present street numbering as No. 164 Church Street, Measuring and Containing in front on Church Street forty three (43) feet, six (6) inches, on the North line on Cumberland Street, aforesaid, Ninety-one (91) feet, on the East line Forty eight (48) feet and on the South line Ninety feet (90) four (4) inches, be all of said dimensions more or less, and being the first described of the two pieces of property conveyed to Thomas L. Quackenbush by Bernard O'Neill, Trustee, by Deed dated 22nd April, 1868, and recorded in R. M. C. Office, Charleston County, in Book F. 15, page 520.

ALSO

IV.

ALL that lot, piece or parcel of land, situate lying and being on the East side of Church Street in the City of Charleston and State aforesaid, now known as No. 150 and 150½, Measuring and containing in front on Church Street aforesaid, thirty (30) feet; on the east line front, six (26) feet four (4) inches; on the North line ninety seven (97) feet ~~six (6) inches~~ and on the South line one hundred and one (101) feet be all the said dimensions more or less.

Butting and Bounding to the North on land of F. W. and W. R. Zobel, formerly of the Estate of Wiswall Jones, to the East on land of the Estate of William E. Holmes, formerly of the Estate of Wiswall Jones, to the South on land of St. Philip's Church, formerly of William C. Gatewood, and to the West on Church Street, aforesaid, being the same premises as were conveyed by A. H. Nagel and others, devisees of Wiswall Jones to James Early by deed dated 11th October, 1850, and recorded in R. M. C. Office, Charleston County, in Book M. 12, page 185,

as a Play Ground for little children of all denominations in memory of VIRGINIA STURDIVANT McCABE, daughter of said W. Gordon McCabe and Frances Claiborne Spicer McCabe, who was born at Petersburg, Virginia, February 1st, 1906, and died at Magnolia, Massachusetts, August 24th, 1909.

All the aforesaid properties being the same as were conveyed to me the said W. Gordon McCabe, formerly W. Gordon McCabe Jr. by Willis W. Shackelford, individually and as Trustee, by Deed dated 14th day of September, 1910, and recently recorded in Register of Mesne Conveyance Office for Charleston County in Book _____, page _____.

TOGETHER WITH ALL AND SINGULAR, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Protestant Episcopal Church of the Parish of Saint Philip in Charleston, in the State aforesaid, its successors and assigns forever, for ecclesiastical and charitable purposes, with the right and power to sell and dispose of the same and invest

ROA_7599

I HEREBY BIND myself and my heirs, executors and administrators to warrant and forever defend all and singular, the said premises unto the said "The Protestant Episcopal "Church of The Parish of Saint Philip in Charleston, in the "State of South Carolina" its successors and assigns against myself and my heirs, lawfully claiming or to claim the same or any part thereof.

WITNESS my Hand and Seal this 21st day of December in the Year of our Lord, One thousand Nine hundred and Twenty, and in the One Hundred and Forty-fifth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED & DELIVERED)
IN THE PRESENCE OF.) W. Gordon McCabe (L. S.)

M. M. Paillé

E. E. Smith Gift - no sale - No Stamps necessary.

STATE OF SOUTH CAROLINA.)
COUNTY OF CHARLESTON.)

PERSONALLY APPEARED M. K. Smith who being duly sworn says that he saw the within named W. Gordon McCabe sign, seal, and as his Act and Deed, deliver the within written Deed, and that she with M. M. Paillé witnessed the due execution thereof.

SWORN to before me this 21st)
day of December A. D. 1920.) E. R. Smith
Julian Mitchell
Notary Public, S. C.

STATE OF SOUTH CAROLINA.)
CHARLESTON COUNTY.)

I, Julian Mitchell, a Notary Public in and for the County and State aforesaid, do hereby certify unto all whom it may concern, that Mrs. Frances Claiborne Spicer McCabe, the wife of the within named W. Gordon McCabe, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever renounce, release and forever relinquish unto the within named "The Protestant Episcopal Church of the Parish of Saint Philip, in Charleston, in the State of South Carolina," its successors and assigns all her interest and estate, and also all her right and claim of dower, of, in or to all and singular, the premises within mentioned and released.

GIVEN under my Hand and Seal this 21st day of December Anno Domini 1920.

(SEAL) Julian Mitchel
Notary Public, S.C. Frances Spicer McCabe.

Recorded December 31st., 1920. Original delivered to Mitchell & Smith. Being first endorsed as recorded by the County Auditor. JULIUS E. GOODWELL, RMC, per Jlk. R.D.

WILLIS W. SHACKELFORD, INDV. AND AS TRUSTEE -TO- W. GORDON MCCABE, JR. -:-TITLE TO REAL ESTATE -:-

THE STATE OF SOUTH CAROLINA.

WHEREAS GEORGETTE G. HOLMES in her own right and as Executor of William E. Holmes, deceased, did by Deed dated the 29th day of March, 1913, and recorded in R. M. C. Office Charleston County in Book R. 88, page 378, convey unto me certain premises at the corner of Cumberland and Philadelphia Streets in the City of Charleston, State aforesaid, more particularly described in said Deed;

AND WHEREAS FREDERICK W. ZORN and WILLIAM W. ZORN by Deed dated the 28th day of March, 1913 and recorded in R. M. C. Office, Charleston County, in Book R. 88,

ROA. 7600

EXHIBIT SPH-15

G 30-657

SUSAN M. SHACKELFORD TO THE PROTESTANT EPISCOPAL CHURCH OF THE PARISH OF ST. PHILIP IN CHARLESTON
RENUNCIATION OF DOWER

(14)

D-JAN 18, 1935
R-SEPT. 26, 1959

THE STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

I, Coming B. Gibbs, a Notary Public for the State of South Carolina do hereby certify unto all whom it may concern that Mrs. Susan M. Shackelford, the wife of Willis W. Shackelford, the grantor named in a certain deed from Willis W. Shackelford individually and as trustee to W. Gordon McCabe, Jr., which deed is dated September 14, 1918 and is recorded in the R.M.C. Office for Charleston County in Book G-30, page 566, did this day appear before me and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto The Protestant Episcopal Church of the Parish of St. Philip in Charleston, in the State of South Carolina, its successors and assigns, all her interest and estate, and also all her right and claim of dower of, in and to all and singular the following described premises conveyed in and by the above mentioned deed;

I All that lot, piece or parcel of land originally consisting of two lots, situate, lying and being at the southwest corner of Cumberland and Philadelphia Streets in the City of Charleston and State aforesaid, Butting and Bounding north on Cumberland Street, east on Philadelphia Street, south on lands of St. Philip's Church and west on lands of Marie Cantwell, F.W. and W.R. Zobel and Catherine A. Von Dohlen, Measuring and Containing on the north line eighty-eight feet four inches (88 ft. 4 in.), on the south line seventy-nine feet six inches (79 ft. 6 In.), on the east line one hundred feet six inches (100 ft. 6 in.) and on the West line one hundred and four feet (104 ft.); being the same premises as were conveyed by Claudian B. Northrop, Trustee, to William E. Holmes and William Calder, copartners as Holmes and Calder, by deed dated 29 December, 1871, and recorded in R.M.C. Office, Charleston County, on 10 January, 1872, in Book C-16, page 8, and thereafter conveyed by said William Calder to said William E. Holmes by deed dated 5 December, 1874, and recorded in said Office in Book L-16, page 598.

ALSO II All that lot of land with thebuildings thereon situate on the east side of Church Street, between Queen and Cumberland Streets, in the City of Charleston and State aforesaid, designated by the No. 152(formerly 126) on said street. Measuring in front on Church Street (30) feet (10) inches, more or less, and in depth from west to east ninety(90) feet, more or less. Bounding north on land now or late of the Estate of Quackenbush, fromerly of John McGrath, east by lands now or late of Garety, formerly of Jones, south by lands now or late of Early, and west by Church Street; being the same property as was conveyed by Prudential Realty & Investment Company to Frederick W. Zobel and William R. Zobel by deed dated 20th February, 1911, and recorded in R.M.C. Office, Charleston County, in Book O-25, page 321.

ALSO III All that lot of land with the buildings thereon situate at the southeast corner of Church and Cumberland Streets in the City of Charleston, State aforesaid, known according to the present street numbering as No. 154 Church Street, Measuring and Containing in front on Church Street forty-three (43) feet six (6) inches, on the north line on Cumberland Street aforesaid ninety-one (91) feet, on the east line forty-eight (48) feet and on the South line ninety feet (90) four (4) inches, be all of said dimensions more or less, and being the first described of the two pieces of property conveyed by Thomas L. Quackenbush to Bernard O'Neill, Trustee, by deed dated 22nd April, 1880, and recorded in R.M.C. Office, Charleston County, in Book P-14, page 526.

ALSO IV All that lot, piece or parcel of land situate, lying and being on the east side of Church Street in the City of Charleston and State aforesaid, and known as No.

ROA 7601

150 and 150½, Measuring and Containing in front on Church Street aforesaid, thirty (30)feet; on the east line twenty-six (26) feet four (4) inches; on the north line ninety-seven (97) feet, six (6) inches and on the south line one hundred and one (101) feet, be all the said dimensions more or less. Butting and Bounding to the north on land of F.W. AND W.R. Zobel, formerly of the Estate of Wiswall Jones, to the East on land of the Estate of William E. Holmes, formerly of the Estate of Wiswall Jones, to the south on land of St. Philip's Church, formerly of William C. Gatewood, and to the west on Church Street aforesaid, being the same premises as were conveyed by A.N. Nagel and others, devisees of Wiswall Jones, to James Early by deed dated 11th October, 1850, and recorded in R.M.C. Office, Charleston County, in Book M-12, page 165.

Given under my hand and seal this 18th day of January A.D. 1939.

(NOTARIAL SEAL)
(COMING B. GIBBS)

Coming B. Gibbs (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA. (N.P. FOR S.C.)

Susan L. Shackelford (L.S.)

Recorded September 26, 1939 at 9:45 A.M. S.C.Doc. Stamp none affixed. Original delivered to Legge & Gibbs. Julius E. Cogswell, R.M.C. Per Clk. R.A.C.

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Helen G. Whaley to Maria Frasier. Title To Real Estate

State of South Carolina.

Know All Men By These Presents, That I, Helen G. Whaley, in the State aforesaid For and in consideration of the sum of Seventy Five Dollars Dollars, to me in hand paid at and before the sealing of these presents by Maria Frasier in the State aforesaid ~~Maria Frasier~~ the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grand, bargain, sell and release unto the said Maria Frasier her heirs and assigns forever

One acre of land. Same being part of that land of the Point Field. Same being bounded on the North by Station Point Road. This boundary being measuring fifty feet. on the South by lands of J. M. Whitsell formerly owned by Peter Seabrook measuring on this boundary Eight hundred and Eighty Two feet. on the East by lands of Helen G. Whaley measuring Eight hundred and Eighty Two feet on the South by land of Helen G. Whaley measuring on this boundary (50 ft. fifty ft)

Being a portion of that tract of land conveyed to me by F. Marion Whaley by deed dated Feb. 10th 1928 and Recorded in R.M.C. Office in Book X 33 page 139.

Together with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

To Have And To Hold, all and singular the said Premises before mentioned unto the said Maria Frasier Heirs and Assigns forever.

And I do hereby bind myself and my Heirs, and Executors and Administrators to warrant and forever defend, all and singular, the said Premises unto the said Maria Frasier Heirs and Assigns, against me and my Heirs and all others law fully claiming, or to Claim the same, or any part thereof.

In Witness my Hand and Seal, this 11th day of

ROA_7602

EXHIBIT SPH-16

80

St Philips Church

The State of South Carolina.

KNOW ALL MEN BY THESE PRESENTS, THAT

J. Peter J. Petersen of the City of Charleston in the County of Charleston in the State aforesaid

in consideration of the sum of Five Thousand Dollars

to me in hand paid at and before the sealing of these Presents by The Protestant Episcopal Church in the Parish of St. Philip in Charleston in the State of South Carolina

in the State aforesaid (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these Presents do

grant, bargain, sell and release unto the said The Protestant Episcopal Church of the Parish of St. Philip in Charleston in the State of South Carolina

All that lot piece or parcel of land with the buildings thereon situate lying and being in the City of Charleston and designated as No. 92 on the West side of Church Street between E. Bay Street and Tradd Street known as the Parish House of St. Philip's Church Measuring and containing on front on said Church Street Eighty (80) feet more or less by one Hundred and Forty (140) feet in depth more or less Butting and bounding South on Landed property of Estate of Mrs. Ann Ravenel and now of Arthur G. Spierbagen North on a lot formerly of Estate of Mrs. Ann Ravenel and now of George Paul White and Church Street on the East or Front being the lot and buildings conveyed to me the said J. Peter J. Petersen by G. Edwin Michie and Meta B. Buggelin by Deed dated the 26th day of April A.D. 1904 and recorded at page 26 of Book C 17 in the Office of the Register of Mesne Conveyances for the said County of Charleston.

92 Church St.

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

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said The Protestant Episcopal Church of the Parish of St. Philip in Charleston in the State of South Carolina and its successors Heirs and Assigns forever.

And I do hereby bind myself and my Heirs and my Executors and Administrators to warrant and forever defend all and singular the said premises unto the said The Protestant Episcopal Church of the Parish of St. Philip in Charleston in the State of South Carolina and its successors Heirs and Assigns, against myself and my Heirs and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal this 21st day of November

in the year of our Lord one thousand nine hundred and Eight

and in the one hundred and 33rd year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

W. S. Johnson

Alan Bolger

J. Peter J. Petersen [SEAL]

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PERSON

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[SEAL.]

(51)

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ROA_ 7603

THE STATE OF SOUTH CAROLINA,
Charleston County.

PERSONALLY appeared before me Colcon Bolger
and made oath that he saw the within named Peter J. Pettersen
sign, seal and as his act and deed, deliver the within written Deed; and that he (subscribed) with M. L. Johnson
witnessed the execution thereof.

SWORN to before me this 21st day of November A. D. 1908
Hugo Sinkler
(Seal) Notary Public S.C.

Colcon Bolger.

Renunciation of Dower.

THE STATE OF SOUTH CAROLINA,
Charleston County.

I, Hugo Sinkler Notary Public for South Carolina
do hereby certify unto all whom it may concern, that Mrs. Anne H. Pettersen
the wife of the within named Peter J. Pettersen
did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever renounce, release and forever relinquish unto the within named "The Protestant Episcopal Church of the Parish of St. Philip, in Charleston, in the State of South Carolina" and its Successors, Heirs and Assigns, all her interest and estate, and also all her right and claim of Dower, of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this 21st day of November Anno Domini, 1908

[SEAL.] Hugo Sinkler, Notary Public S.C. Anne H. Pettersen.

Recorded herein this 30th day of November A. D. 1908, and delivered to A. Huss Magrath being first endorsed as recorded by County Auditor.

Julius E. Cogswell
Register Mesne Conveyance, Charleston County, S. C.

ROA_7604

EXHIBIT SPH-17

BOOK T 86 PAGE 137

STATE OF SOUTH CAROLINA,

5882

(16)

WHEREAS, William Thompson Smith departed this life on February 26, 1966, leaving in full force and effect his Last Will and Testament dated June 28, 1949, wherein he appointed the Carolina Savings Bank as Executor and Trustee, with full power of sale; and

WHEREAS, Carolina Savings Bank has since merged with The First National Bank of South Carolina; and

WHEREAS, The First National Bank of South Carolina has qualified as Executor and Trustee under said Will; and

WHEREAS, Anne Smith Gattis has qualified as Trustee under said Will; and

WHEREAS, the said Executor and Trustees are now desirous of conveying the premises hereinafter described, to the grantee hereinafter named, for the consideration hereinafter expressed.

KNOW ALL MEN BY THESE PRESENTS, THAT

THE FIRST NATIONAL BANK OF SOUTH CAROLINA, as Executor and Trustee, and ANNE S. GATTIS, as Trustee, under the Will of William Thompson Smith,

in the State aforesaid, in consideration of the sum of

FORTY FIVE THOUSAND ($45,000.00) - - - - - - - - - - - - - - - - DOLLARS,

to us in hand paid at and before the sealing of these presents by

THE PROTESTANT EPISCOPAL CHURCH OF THE PARISH OF ST. PHILIP'S IN CHARLESTON, SOUTH CAROLINA,

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said THE PROTESTANT EPISCOPAL CHURCH OF THE PARISH OF ST. PHILIP'S IN CHARLESTON, SOUTH CAROLINA, its successors and assigns forever:

ALL that lot of land, with the buildings thereon, situate, lying and being at the Southwest corner of Church and Cumberland Streets in the City of Charleston, State aforesaid;

MEASURING AND CONTAINING in front on Church Street Thirty Four (34) feet, and in depth on Cumberland Street Seventy Nine (79) feet Nine (9) inches, more or less;

BUTTING AND BOUNDING North on Cumberland Street; South on lands formerly belonging to Robert Limehouse; West on lands formerly of Alexander Black and East on Church Street.

A L S O :

1. All that lot of land with the buildings thereon, situate, lying and being on the South side of Cumberland Street, in the City of Charleston, State aforesaid;

MEASURING AND CONTAINING in front on Cumberland Street Twenty Six (26) feet, and the same on the back line, by Thirty Eight (38) feet in depth, be the said dimensions, more or less.

BUTTING AND BOUNDING to the North on Cumberland Street; to the South on land of O. G. Margenhoff; to the East of land formerly of the Estate of Garety, now of O. G. Marjenhoff; and to the West on land formerly of Gabriel Manigault, now said to be of Jenkins.

2. ALL that lot, piece or parcel of land, with the buildings thereon, situate, lying and being on the South side of Cumberland Street, in the City of Charleston, State aforesaid;

MEASURING AND CONTAINING in front Thirty Three (33) feet, Six (6) inches, by Thirty Six feet in depth, be the said dimensions, more or less.

BOOK T 86 PAGE 197

BUTTING AND BOUNDING North on Cumberland Street; South on lands of O. O. Marjenhoff; West on lands of Lula S. Brown; and East on lands late of C. Kellers, but now or late of C. H. Blase.

3. ALL that lot, piece or parcel of land, with the buildings thereon, situate, lying and being on the West side of Church Street, formerly known as No. 117, now known as No. 151, in the City of Charleston, State aforesaid;

MEASURING AND CONTAINING in front on Church Street Thirty Four (34) feet Four (4) inches; on the back or West line Thirty One (31) feet Six (6) inches; in depth on the North line One Hundred Forty Nine (149) feet; and on the South line One Hundred Forty Four (144) feet, more or less;

BUTTING AND BOUNDING East on Church Street; West on land now or late of Estate of Manigault; North on land now or late of Carston Kellers; and South on land formerly of H. W. Witjens, now of Otto George Marjenhoff.

4. ALL that lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being on the West side of Church Street, in the City of Charleston, State aforesaid;

BUTTING AND BOUNDING North on lands of Robert Limehouse; South on lands hereinafter described; East on Church Street, and West on lands of Charles Manigault;

MEASURING AND CONTAINING in front on Church Street Thirty Four (34) feet, and in depth One Hundred Thirty (130) feet, be the same more or less.

5. ALL that lot of land adjoining the above on the South, measuring in front on Church Street Thirty Seven (37) feet Five (5) inches; on the rear line Twenty Six (26) feet Six (6) inches; on the North line One Hundred Thirty Nine (139) feet Eight ( ) inches; and on the South line One Hundred Twenty Five (125) feet Nine (9) inches;

BUTTING AND BOUNDING North on lands hereinabove described; on the West on lands of Manigault; South on St. Philip's Church Yard; and East on Church Street, known as No. 115 Church Street.

BEING THE SAME PREMISES conveyed to William Thompson Smith by deed of Raybestos-Manhattan, Inc. dated November 13, 1943, recorded in the R.M.C. Office for Charleston County in Book R-44, page 70.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said

~~Heirs and Assigns forever.~~

THE PROTESTANT EPISCOPAL CHURCH OF THE PARISH OF ST. PHILIP'S IN CHARLESTON, SOUTH CAROLINA, its successors and assigns forever.

ROA_7606

BOOK T 86 PAGE 137

AND we do hereby bind ourselves and our successors Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said THE PROTESTANT EPISCOPAL CHURCH OF THE PARISH OF ST. PHILIP'S IN CHARLESTON SOUTH CAROLINA, its successors Heirs and Assigns, against us and our successors Heirs, lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand S and Seal S, this 21st day of November in the year of our Lord one thousand nine hundred and Sixty Six and in the one hundred and Ninety First year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Elizabeth L Bostwright

Janet B Bostwright

as to Anne S. Gattis

Beryl A White

E. J. B Rabb

as to the First National Bank of S. C.

THE FIRST NATIONAL BANK OF SOUTH CAROLINA, as Executor and Trustee

By Eugene L. [illegible] Vice Pres. (L. S.)

[illegible] (L. S.)

As Trustee

THE STATE OF SOUTH CAROLINA,
CHARLESTON County.

PERSONALLY appeared before me Elizabeth L Bostwright and made oath that he saw the within named ANNE S. GATTIS, as Trustee under the Will of William Thompson Smith, sign, seal, and as her act and deed, deliver the within written Deed, and that he with Janet B Bostwright witnessed the execution thereof.

SWORN to before me, this 21st day of November A. D. 19 66

Janet B Bostwright (SEAL)
Notary Public of South Carolina

Elizabeth L Bostwright

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I, , a Notary Public for South Carolina do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and Assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 19

(SEAL)
Notary Public of South Carolina

ROA 7607

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

BOOK T 86 PAGE 137

Personally appeared before me Mary A. White, and made oath that she saw the within named THE FIRST NATIONAL BANK OF SOUTH CAROLINA, as Executor and Trustee under the Will of William Thompson Smith, by Ewart G. Cowan, its Trust Officer, sign, affix its Corporate Seal, and as its act and deed deliver the foregoing deed, and that she with Ethel B. Pratt witnessed the execution thereof.

SWORN to before me this 11th day of November, A. D. 1966

Mary A. White

Rebecca M. Pringle (SEAL)
Notary Public for South Carolina

MY COMMISSION EXPIRES AT THE PLEASURE OF THE GOVERNOR

State of South Carolina,

THE FIRST NATIONAL BANK OF SOUTH CAROLINA, as Executor and Trustee and ANNE SMITH GATTIS, as Trustee

TO

THE PROTEST EPISCOPAL CHURCH OF THE PARISH OF ST. PHILIP'S, CHARLESTON, SOUTH CAROLINA 5772

TITLE TO REAL ESTATE

Filed ..... day of ..... A. D. 19..... at ..... o'clock ..... M. and recorded in Book ..... Page ..... Fee, $ .....

R. M. C. or Clerk Court C. P. & G. S.
..... County, S. C.

Recorded this ..... day of ..... 19..... in Book ..... Page ..... Fee, $ .....

Auditor ..... County, S. C.

SINKLER, GIBBS & SIMONS
29 BROAD ST.
CHARLESTON, S. C.

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Filed for Record in the Office of the Register of Mesne Conveyance for Charleston County, S. C.
Nov 14 66 11 32
Book T86 Page 137
Ruth W. Pratt
Register Mesne Conveyance
Charleston County, S. C.

ROA_ 7608

EXHIBIT SPH-18

BK F 271PG179

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

WHEREAS, the County of Charleston ("County"), the City of Charleston ("City") and The Protestant Episcopal Church, of the Parish of St. Philip, in Charleston, in the State of South Carolina ("St. Philip's) entered into an Exchange of Like-Kind Property Agreement ("Agreement") dated the 27th day of June, 1996; and

WHEREAS, the County and City agreed to cause the below described property ("Property") to be conveyed to St. Philip's in exchange for property located at the northwest corner of Cumberland and Church Streets; and

WHEREAS, in accordance with the terms of the Agreement, Cumberland and State Street Associates, a South Carolina general partnership, now wishes to convey the Property to St. Philip.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT CUMBERLAND AND STATE STREET ASSOCIATES, a South Carolina general partnership in the State of South Carolina, for and in consideration of the sum of FIVE AND NO/100THS DOLLARS ($5.00) AND OTHER VALUABLE CONSIDERATION, to it in hand paid at and before the sealing of these presents by THE PROTESTANT EPISCOPAL CHURCH, OF THE PARISH OF ST. PHILIP, IN CHARLESTON, IN THE STATE OF SOUTH CAROLINA, 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 unto the said THE PROTESTANT EPISCOPAL CHURCH, OF THE PARISH OF ST. PHILIP, IN CHARLESTON, IN THE STATE OF SOUTH CAROLINA, its successors and assigns forever, the following described property, to-wit:

> ALL that certain piece, parcel or lot of land, situate, lying and being at the intersection of Philadelphia Alley, Cumberland and State Streets, in the City of Charleston, State of South Carolina, being shown as enclosed within the letters "A, B, C, D, E, and A" on a "Plat of Southwest Corner of

State St. & Cumberland St. owned by I. M. Pearlstine & Sons, About to be conveyed to Charleston Day School, S.C." made September 1972 by Cummings & McCrady, Inc., Architects-Engineers, which said plat is recorded in the RMC Office for Charleston County in Book R, at page 137.

BEING the same property conveyed to the Grantor herein by deed of Charleston Day School, Inc. dated August 29, 1986, and recorded August 29, 1986, in the RMC Office for Charleston County in Book C-157, at page 58.

TMS# 458-09-01-098

GRANTEE'S ADDRESS: 142 Church Street
Charleston, SC 29401

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto THE PROTESTANT EPISCOPAL CHURCH, OF THE PARISH OF ST. PHILIP, IN CHARLESTON, IN THE STATE OF SOUTH CAROLINA, its Successors and Assigns forever.

AND CUMBERLAND AND STATE STREET ASSOCIATES, a South Carolina general partnership, does hereby bind itself and its Successors and Assigns, to warrant and forever defend, all and singular, the said premises unto THE PROTESTANT EPISCOPAL CHURCH, OF THE PARISH OF ST. PHILIP. IN CHARLESTON, IN THE STATE OF SOUTH CAROLINA, its Successors and Assigns, against it and its Successors and all persons whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, CUMBERLAND AND STATE STREET ASSOCIATES, a South Carolina general partnership, has caused these presents to be executed, this 2nd day of July, in the

year of our Lord one thousand nine hundred and ninety-six and in the two hundred and twentieth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

CUMBERLAND AND STATE STREET ASSOCIATES, a South Carolina general partnership

Teresa A. Armstrong
Lura S. Boggs

By: _____
Frank W. Brumley
Its: Partner

Teresa A. Armstrong
Lura S. Boggs

By: _____
Patrick W. McKinney
Its: Partner

Barbara Stuhr

By: _____
Michael C. Robinson
Its: Partner

Barbara Stuhr

By: _____
W. Harvey Brockinton, Jr.
Its: Partner

Barbara Stuhr

By: _____
John H. Poston
Its: Partner

Barbara Stuhr

By: _____
John J. Kerr
Its: Partner

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX 999.00

NORTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX 999.00

CXF 271PG182

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named CUMBERLAND AND STATE STREET ASSOCIATES, a South Carolina general partnership, by Frank W. Brumley, its partner sign, seal, and as his act and deed, deliver the within written Title To Real Estate, and that (s)he with the other witness above named witnessed the execution thereof.

Teresa A. Armstrong

SWORN to before me this
1st day of July, 1996.

Lura S. Boggs
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 2-23-98

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
PB 1997 999.00

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named CUMBERLAND AND STATE STREET ASSOCIATES, a South Carolina general partnership, by Patrick W. McKinney, its partner sign, seal, and as his act and deed, deliver the within written Title To Real Estate, and that (s)he with the other witness above named witnessed the execution thereof.

Teresa A. Armstrong

SWORN to before me this
1st day of July, 1996.

Lura S. Boggs
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 2-23-97

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
PB 1997 999.00

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
PB 1997 999.00

SOUTH CAROLINA COUNTY
PB 999.99

SOUTH CAROLINA COUNTY
PB 999.9

SOUTH CAROLINA COUNTY
PB 750.02

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named CUMBERLAND AND STATE STREET ASSOCIATES, a South Carolina general partnership, by Michael C. Robinson, its partner sign, seal, and as his act and deed, deliver the within written Title To Real Estate, and that (s)he with the other witness above named witnessed the execution thereof.

Barbara Stuhr

SWORN to before me this
2nd day of July, 1996.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX PD 1996 100.00

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 6-2-99

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX PD 1996 999.00

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named CUMBERLAND AND STATE STREET ASSOCIATES, a South Carolina general partnership, by W. Harvey Brockinton, Jr., its partner sign, seal, and as his act and deed, deliver the within written Title To Real Estate, and that (s)he with the other witness above named witnessed the execution thereof.

Barbara Stuhr

SWORN to before me this
2nd day of July, 1996.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX PD 1996 506.00

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 6-2-99

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named CUMBERLAND AND STATE STREET ASSOCIATES, a South Carolina general partnership, by John H. Poston, its partner sign, seal, and as his act and deed, deliver the within written Title To Real Estate, and that (s)he with the other witness above named witnessed the execution thereof.

Barbara Stuhr

SWORN to before me this
2nd day of July, 1996.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 6-2-99

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named CUMBERLAND AND STATE STREET ASSOCIATES, a South Carolina general partnership, by John J. Kerr, its partner sign, seal, and as his act and deed, deliver the within written Title To Real Estate, and that (s)he with the other witness above named witnessed the execution thereof.

Barbara Stuhr

SWORN to before me this
2nd day of July, 1996.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 6-2-99

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SINKLER & BOYD
PROFESSIONAL ASSOCIATION
P.O. BOX 340
CHARLESTON, S.C. 29402

BK F 271 PG 185

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CHARLESTON COUNTY SC

TMS VERIFIED
BAC ITHCHILLS
DTD 7-2-96

Recorded this 2 day of July Year 96
In the Deed Record Card

Auditor Charleston County

BP0217862

EXHIBIT SPH-19

RMC Bk 0217 Pg 862 : pg 1 *

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

QUITCLAIM DEED
(Title Not Examined)

WHEREAS, the Grantors herein, namely, The Right Reverend Mark J. Lawrence, Bishop of the Episcopal Diocese of South Carolina and The Standing Committee of the Episcopal Diocese of South Carolina, are desirous of executing the within Quitclaim Deed to provide record notice that they claim no ownership interest in the real property hereinafter described and to further provide record notice that the Grantee herein, The Protestant Episcopal Church, of the Parish of Saint Philip, in Charleston, in the State of South Carolina, is the fee simple owner of said real property,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT

The Right Reverend Mark J. Lawrence, Bishop of the Episcopal Diocese of South Carolina and The Standing Committee of the Episcopal Diocese of South Carolina,

hereinafter referred to collectively as the "**Grantors**," in the State aforesaid, for good and valuable consideration, to Grantors in hand paid at and before the sealing of these presents by

The Protestant Episcopal Church, of the Parish of Saint Philip, in Charleston, in the State of South Carolina,

hereinafter referred to as the "**Grantee**," the receipt whereof is hereby acknowledged, have granted, quitclaimed, bargained, sold, released and conveyed, and do hereby grant, quitclaim, bargain, sell, release and convey unto the Grantee, its heirs, successors and assigns, all of the Grantors' interests, if any, in and to the following real property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR A FULL AND COMPLETE LEGAL DESCRIPTION OF THE PROPERTY (THE "PREMISES")

Grantee's Address: 142 Church Street
Charleston, South Carolina 29401

TOGETHER with the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the Grantee, its heirs, successors and assigns, forever, so that neither the Grantors nor any other person or persons claiming under the Grantors, shall at any time hereafter, by any way or means, have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

RMC Bk 0217 Pg 862 : pg 2 *

WITNESS the Grantors' Hands and Seals this 1st day of February, 2010.

IN THE PRESENCE OF:

+ Mark J. Lawrence

The Right Reverend Mark J. Lawrence, Bishop of the Episcopal Diocese of South Carolina

The Standing Committee of the Episcopal Diocese of South Carolina

By: Jeffrey A. Miller President
Its Authorized Committee Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF Charleston)

ACKNOWLEDGMENT

I, + Linda Bunting (Notary Public for South Carolina), do hereby certify that **The Right Reverend Mark J. Lawrence, Bishop of the Episcopal Diocese of South Carolina**, appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 1 day of February, 2010

Linda Bunting
Notary Public for South Carolina
My Commission Expires: 2/25/2013

RMC Bk 0217 Pg 862 : pg 3 *

STATE OF SOUTH CAROLINA)
)
COUNTY OF Charleston)

ACKNOWLEDGMENT

I, Linda Bunting (Notary Public for South Carolina), do hereby certify that Jeffrey S. Miller, as the Authorized Committee Member of **The Standing Committee of the Episcopal Diocese of South Carolina,** appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 1 day of February, 2010

Linda Bunting
Notary Public for South Carolina
My Commission Expires: 2/25/2013

RMC Bk 0217 Pg 862 : pg 4 *

EXHIBIT "A"
LEGAL DESCRIPTION

Description of Church, Chapel, Parish Hall and East Cemetery Property

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of Charleston, State of South Carolina, containing 1.577 acres, more or less, and shown and depicted on a plat thereof entitled "**Plat Showing Culmination of Two Parcels, 1.577 Acres Total**" prepared by Thomas V. Bessent, Jr., Land Surveyor, SC Reg. No. 10778 dated June 18, 2001, recorded in the RMC Office for Charleston County in Plat Book EE, at Page 945; said parcel of land having such size, shape, dimensions, buttings and boundings as will by reference to said Plat more fully appear.

TMS No. 458-09-01-068

ALSO

Description of Ministries Hall / Tea Garden Property

All that lot, piece or parcel of land with the buildings and improvements thereon, situate, lying and being at the northeast corner of Church and Queen Street in the City of Charleston, and State aforesaid, measuring and containing in front on Queen Street Sixty (60) feet, and Six (6) inches, and in depth one hundred and fifteen (115) feet, Eight (8) inches, being the same more or less; Butting and Bounding to the north on a brick wall, which divides it from the burial ground of said St. Philips Church, to the East on land now or formerly of Mrs. Jane M. Rudolph, to the South on Queen Street, and to the West on Church Street; said property being more fully shown on the Tax Maps of Charleston County, SC as Tax Map Parcel No. 458-09-01-067 showing the dimensions of said parcel as being One Hundred Ten (110) feet on the east and west boundary lines, and Sixty-Five (65) feet, more or less, on the North and South boundary lines.

TMS No. 458-09-01-067

ALSO

Description of Property located at Southwest Corner of State and Cumberland Streets

ALL that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being at the intersection of Philadelphia Alley, Cumberland and State Streets, in the City of Charleston, State of South Carolina, being shown as enclosed within the letters "A, B, C, D, E, and A" on a "Plat of Southwest Corner of State St. & Cumberland St. owned by I. M. Pearlstine & Sons, About to be conveyed to Charleston Day School, S.C." made September 1972 by Cummings & McCrady, Inc., Architects-Engineers, which said plat is recorded in the RMC Office for Charleston

RMC Bk 0217 Pg 862 : pg 5 *

County in Book R, at Page 137; said parcel having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

TMS No. 458-09-01-098

ALSO

Description of Parking Lot at Southwest Corner of Church and Cumberland Streets

Parcel A

ALL that lot of land, with the buildings thereon, situate, lying and being at the southwest corner of Church and Cumberland Streets in the City of Charleston, State aforesaid;

Measuring and containing in front on Church Street Thirty-four (34) feet, and in depth on Cumberland Street Seventy-Nine (79) feet Nine (9) inches, more or less;

Butting and bounding North on Cumberland Street; South on lands formerly belonging to Robert Limehouse; West on lands formerly of Alexander Black and East on Church Street.

ALSO:

Parcel 1

ALL that lot of land with the buildings thereon, situate, lying and being on the South side of Cumberland Street, in the City of Charleston, State aforesaid;

MEASURING AND CONTAINING in front on Cumberland Street Twenty-Six (26) feet, and the same on the back line, by Thirty-Eight (38) feet in depth, be the said dimensions, more or less.

BUTTING AND BOUNDING to the North on Cumberland Street; to the South on land formerly of O. G. Margenhoff; to the East on land formerly of O. G. Marjenhoff, and to the West on land formerly of Gabriel Manigault.

Parcel 2

ALL that lot, piece, or parcel of land, with the buildings thereon, situate, lying and being on the South side of Cumberland Street, in the City of Charleston, State aforesaid;

MEASURING AND CONTAINING in front Thirty-Three (33) feet, six (6) inches, by Thirty-Six feet in depth, be the said dimensions, more or less.

BUTTING AND BOUNDING North on Cumberland Street; South on lands formerly of O. G. Marjenhoff; West on lands formerly of Lula S. Brown; and East on lands formerly of C. H. Blase.

Parcel 3

ALL that lot, piece or parcel of land, with the buildings thereon, situate, lying and being on the West side of Church Street, formerly known as No. 117, now known as No. 151, in the City of Charleston, State aforesaid;

MEASURING AND CONTAINING in front on Church Street Thirty-Four (34) feet Four (4) inches; on the back or West line Thirty-One (31) feet Six (6) inches; in depth on the North line One Hundred Forty-Nine (149) feet; and on the South line One Hundred Forty-Four (144) feet, more or less;

BUTTING AND BOUNDING East on Church Street; West on land formerly of Estate of Manigault; North on land formerly of Carston Kellers; and South on land formerly of Otto George Marjenhoff.

Parcel 4

ALL that lot, piece, or parcel of land, with the buildings and improvements thereon, situate, lying and being on the West side of Church Street, in the City of Charleston, State aforesaid

BUTTING AND BOUNDING North on lands formerly of Robert Limehouse; South on lands hereinafter described; East on Church Street, and West on lands formerly of Charles Manigault;

MEASURING AND CONTAINING in front on Church Street Thirty-Four (34) feet; and in depth One Hundred Thirty (130) feet, be the same more or less.

Parcel 5

ALL that lot of land adjoining the above on the South, measuring in front on Church street Thirty-Seven (37) feet Five (5) inches; on the rear line Twenty-Six (26) feet Six (6) inches; on the North line One Hundred Thirty-Nine (139) feet Eight (8) inches; and on the South line One Hundred Twenty-Five (125) feet Nine (9) inches;

BUTTING AND BOUNDING North on lands hereinabove described; on the West on lands formerly of Manigault; South on St. Philip's Church Yard; and East on Church Street.

The foregoing Parcel A and Parcels 1-5 being more particularly shown on the Tax Maps of Charleston County as Tax Map Parcel No. 458-09-01-095, measuring and containing on the northern boundary line along Cumberland Street, 139 feet; on the

RMC Bk 0217 Pg 862 : pg 7 *

eastern boundary line along Church Street, 140 feet; on the southern boundary line along the St. Philips West Cemetery, 126 feet; and on the western boundary, 128 feet, being the said dimensions more or less.

TMS No. 458-09-01-095

ALSO

Description of West Cemetery Property

All that certain piece, parcel of lot of land, situate, lying and being in the City of Charleston, State of South Carolina, known as the St. Philip's West Cemetery, and shown on the tax maps of Charleston County as tax map parcel number 458-09-01-069, and measuring and containing to the East on Church Street, 230 feet; to the South, 260 feet; to the West, 239 feet; and to the North, 260 feet, as shown on said tax maps, be the said dimensions more or less.

TMS No. 458-09-01-069

ALSO

Description of 92 Church Street (Rectory)

ALL that lot, piece or parcel of land with the buildings thereon, situate, lying and being in the City of Charleston and State aforesaid on the east side of Church Street, between Elliott Street and Tradd Street known by the number 92 Church Street.

Measuring and containing in front on said Church Street 50' more or less by 120' in depth more or less.

Butting and bounding South on lands formerly of Arthur C. Speissegger, North on lot formerly of George Paul, West on Church Street, and East on lands now or formerly of George Molyneau at 11 Bedons Alley and Edward G. Johnson, III at 9 Bedons Alley.

TMS No. 458-09-03-081

RMC Bk 0217 Pg 862 : pg 8 *

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AFFIDAVIT

Transfer Date: February 1, 2010

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.

2. The Property being transferred by The Right Reverend Mark J. Lawrence, Bishop of the Episcopal Diocese of South Carolina and The Standing Committee of the Episcopal Diocese of South Carolina to The Protestant Episcopal Church, of the Parish of Saint Philip, in Charleston, in the State of South Carolina on the 1st day of February, 2010.

3. Check one of the following: The DEED is:

(a) [ ] Subject to the deed recording fee as transfer for consideration paid or to be paid in money or money's worth.

(b) [ ] Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) [X] EXEMPT from the deed recording fee because of Exemption No. 12. Explanation, if required: Quit Claim Deed Confirming Title in Grantee. (If exempt, please skip to items 4-7, and go to item 7 of this affidavit.)

4. Check one of the following IF either item 3(a) or item 3(b) has been checked.

(a) [ ] The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $_____.

(b) [ ] The fee is computed on the fair market value of the realty which is $_____

(c) [ ] The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES [ ] or NO [ ] to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is $_____.

6. The Deed recording fee is computed as follows:

(a) $_____ The amount listed in item 4 above.

(b) $_____ The amount listed in item 5 above (no amount place zero).

(c) $_____ Subtract Line 6(b) from Line 6(a) and place the result.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with this transaction as: Legal representative, Grantor, or Grantee.

8. Check if Property other than Real Property is being transferred on this Deed:

(a) [ ] Mobile Home

(b) [ ] Other

9. DEED OF DISTRIBUTION – ATTORNEY'S AFFIDAVIT: Estate of _____ deceased, CASE NUMBER: _____.

Personally appeared before me the undersigned attorney who, being duly sworn, certifies that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of distribution for the Personal Representative in this Estate and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.

I understand that a person required to furnish an affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned for not more than one year, or both.

SWORN to this 14th day of November, 2011

Tammy S. Griffin
Notary Public for South Carolina
My Commission Expires: 5/6/2013

W. Foster Gaillard
W. Foster Gaillard, Attorney for Grantee

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

WOMBLE CARLYLE SANDRIDGE & RICE
5 EXCHANGE STREET
PO BOX 999
CHARLESTON SC 29401

RECORDED

Date:	November 16, 2011
Time:	9:06:10 AM

Book	Page	DocType
0217	862	Q/Claim

Charlie Lybrand, Register
Charleston County, SC

RMC Bk 0217 Pg 862 : pg 9 *

MAKER:
EPISCOPAL DIOCESE ETC AL

RECIPIENT:
PROTESTANT EPISCOPAL ETC

Original Book:

Original Page:

Note:

# of Pages: 9

Recording Fee	$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	$ 4.00
Postage	$ -
Chattel	$ -
TOTAL	$ 14.00

DRAWER	Drawer 1
CLERK	KLH

AUDITOR STAMP HERE
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CHARLESTON COUNTY AUDITOR

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PID VERIFIED BY ASSESSOR
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RMC Bk 0217 Pg 864 : pg 1 *

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

QUITCLAIM DEED
(Title Not Examined)

WHEREAS, the Grantor herein, The Protestant Episcopal Church in the Diocese of South Carolina, a South Carolina nonprofit religious corporation, by and through its President, Paul C. Fuener, is desirous of executing the within Quitclaim Deed to provide record notice that the Grantor claims no ownership interest in the real property hereinafter described and to further provide record notice that the Grantee herein, The Protestant Episcopal Church, of the Parish of Saint Philip, in Charleston, in the State of South Carolina, is the fee simple owner of said real property,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT,

The Protestant Episcopal Church in the Diocese of South Carolina

hereinafter referred to as the "Grantor," in the State aforesaid, for good and valuable consideration, to Grantor in hand paid at and before the sealing of these presents by

The Protestant Episcopal Church, of the Parish of Saint Philip, in Charleston, in the State of South Carolina,

hereinafter referred to as the "Grantee," the receipt whereof is hereby acknowledged, has granted, quitclaimed, bargained, sold, released and conveyed, and does hereby grant, quitclaim, bargain, sell, release and convey unto the Grantee, its heirs, successors and assigns, all of the Grantor's interests, if any, in and to the following real property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR A FULL AND COMPLETE LEGAL DESCRIPTION OF THE PROPERTY (THE "PREMISES")

Grantee's Address: 142 Church Street
Charleston, South Carolina 29401

TOGETHER with the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the Grantee, its heirs, successors and assigns, forever, so that neither the Grantor nor any other person or persons claiming under the Grantor, shall at any time hereafter, by any way or means, have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

RMC Bk 0217 Pg 864 : pg 2 *

WITNESS THE Grantor's Hand and Seal this 11th day of July, 2011.

IN THE PRESENCE OF:

THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF SOUTH CAROLINA

By: Paul C. Fuener
Paul C. Fuener
Its President

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY appeared before me first (undersigned) witness and made oath that s/he saw the Grantor herein, ***THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF SOUTH CAROLINA***, by its President, Paul C. Fuener, sign, seal, and as its act and deed, deliver the within-written Quitclaim Deed, and that s/he with the second witness witnessed the execution thereof.

SWORN to before me as of the
11 day of July, 2011

Notary Public for South Carolina
My commission expires: 3-10-2013

RMC Bk 0217 Pg 864 : pg 3 *

EXHIBIT "A"
LEGAL DESCRIPTION

Description of Church, Chapel, Parish Hall and East Cemetery Property

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of Charleston, State of South Carolina, containing 1.577 acres, more or less, and shown and depicted on a plat thereof entitled "**Plat Showing Culmination of Two Parcels, 1.577 Acres Total**" prepared by Thomas V. Bessent, Jr., Land Surveyor, SC Reg. No. 10778 dated June 18, 2001, recorded in the RMC Office for Charleston County in Plat Book EE, at Page 945; said parcel of land having such size, shape, dimensions, buttings and boundings as will by reference to said Plat more fully appear.

TMS No. 458-09-01-068

ALSO

Description of Ministries Hall / Tea Garden Property

All that lot, piece or parcel of land with the buildings and improvements thereon, situate, lying and being at the northeast corner of Church and Queen Street in the City of Charleston, and State aforesaid, measuring and containing in front on Queen Street Sixty (60) feet, and Six (6) inches, and in depth one hundred and fifteen (115) feet, Eight (8) inches, being the same more or less; Butting and Bounding to the north on a brick wall, which divides it from the burial ground of said St. Philips Church, to the East on land now or formerly of Mrs. Jane M. Rudolph, to the South on Queen Street, and to the West on Church Street; said property being more fully shown on the Tax Maps of Charleston County, SC as Tax Map Parcel No. 458-09-01-067 showing the dimensions of said parcel as being One Hundred Ten (110) feet on the east and west boundary lines, and Sixty-Five (65) feet, more or less, on the North and South boundary lines.

TMS No. 458-09-01-067

ALSO

Description of Property located at Southwest Corner of State and Cumberland Streets

ALL that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being at the intersection of Philadelphia Alley, Cumberland and State Streets, in the City of Charleston, State of South Carolina, being shown as enclosed within the letters "A, B, C, D, E, and A" on a "Plat of Southwest Corner of State St. & Cumberland St. owned by I. M. Pearlstine & Sons, About to be conveyed to Charleston Day School, S.C." made September 1972 by Cummings & McCrady, Inc., Architects-Engineers, which said plat is recorded in the RMC Office for Charleston

RMC Bk 0217 Pg 864 : pg 4 *

County in Book R, at Page 137; said parcel having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

TMS No. 458-09-01-098

ALSO

Description of Parking Lot at Southwest Corner of Church and Cumberland Streets

Parcel A

ALL that lot of land, with the buildings thereon, situate, lying and being at the southwest corner of Church and Cumberland Streets in the City of Charleston, State aforesaid;

Measuring and containing in front on Church Street Thirty-four (34) feet, and in depth on Cumberland Street Seventy-Nine (79) feet Nine (9) inches, more or less;

Butting and bounding North on Cumberland Street; South on lands formerly belonging to Robert Limehouse; West on lands formerly of Alexander Black and East on Church Street.

ALSO:

Parcel 1

ALL that lot of land with the buildings thereon, situate, lying and being on the South side of Cumberland Street, in the City of Charleston, State aforesaid;

MEASURING AND CONTAINING in front on Cumberland Street Twenty-Six (26) feet, and the same on the back line, by Thirty-Eight (38) feet in depth, be the said dimensions, more or less.

BUTTING AND BOUNDING to the North on Cumberland Street; to the South on land formerly of O. G. Margenhoff; to the East on land formerly of O. G. Marjenhoff, and to the West on land formerly of Gabriel Manigault.

Parcel 2

ALL that lot, piece, or parcel of land, with the buildings thereon, situate, lying and being on the South side of Cumberland Street, in the City of Charleston, State aforesaid;

MEASURING AND CONTAINING in front Thirty-Three (33) feet, six (6) inches, by Thirty-Six feet in depth, be the said dimensions, more or less.

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BUTTING AND BOUNDING North on Cumberland Street; South on lands formerly of O. G. Marjenhoff; West on lands formerly of Lula S. Brown; and East on lands formerly of C. H. Blase.

Parcel 3

ALL that lot, piece or parcel of land, with the buildings thereon, situate, lying and being on the West side of Church Street, formerly known as No. 117, now known as No. 151, in the City of Charleston, State aforesaid;

MEASURING AND CONTAINING in front on Church Street Thirty-Four (34) feet Four (4) inches; on the back or West line Thirty-One (31) feet Six (6) inches; in depth on the North line One Hundred Forty-Nine (149) feet; and on the South line One Hundred Forty-Four (144) feet, more or less;

BUTTING AND BOUNDING East on Church Street; West on land formerly of Estate of Manigault; North on land formerly of Carston Kellers; and South on land formerly of Otto George Marjenhoff.

Parcel 4

ALL that lot, piece, or parcel of land, with the buildings and improvements thereon, situate, lying and being on the West side of Church Street, in the City of Charleston, State aforesaid

BUTTING AND BOUNDING North on lands formerly of Robert Limehouse; South on lands hereinafter described; East on Church Street, and West on lands formerly of Charles Manigault;

MEASURING AND CONTAINING in front on Church Street Thirty-Four (34) feet; and in depth One Hundred Thirty (130) feet, be the same more or less.

Parcel 5

ALL that lot of land adjoining the above on the South, measuring in front on Church street Thirty-Seven (37) feet Five (5) inches; on the rear line Twenty-Six (26) feet Six (6) inches; on the North line One Hundred Thirty-Nine (139) feet Eight (8) inches; and on the South line One Hundred Twenty-Five (125) feet Nine (9) inches;

BUTTING AND BOUNDING North on lands hereinabove described; on the West on lands formerly of Manigault; South on St. Philip's Church Yard; and East on Church Street.

The foregoing Parcel A and Parcels 1-5 being more particularly shown on the Tax Maps of Charleston County as Tax Map Parcel No. 458-09-01-095, measuring and containing on the northern boundary line along Cumberland Street, 139 feet; on the

RMC Bk 0217 Pg 864 : pg 6 *

eastern boundary line along Church Street, 140 feet; on the southern boundary line along the St. Philips West Cemetery, 126 feet; and on the western boundary, 128 feet, being the said dimensions more or less.

TMS No. 458-09-01-095

ALSO

Description of West Cemetery Property

All that certain piece, parcel of lot of land, situate, lying and being in the City of Charleston, State of South Carolina, known as the St. Philip's West Cemetery, and shown on the tax maps of Charleston County as tax map parcel number 458-09-01-069, and measuring and containing to the East on Church Street, 230 feet; to the South, 260 feet; to the West, 239 feet; and to the North, 260 feet, as shown on said tax maps, be the said dimensions more or less.

TMS No. 458-09-01-069

ALSO

Description of 92 Church Street (Rectory)

ALL that lot, piece or parcel of land with the buildings thereon, situate, lying and being in the City of Charleston and State aforesaid on the east side of Church Street, between Elliott Street and Tradd Street known by the number 92 Church Street.

Measuring and containing in front on said Church Street 50' more or less by 120' in depth more or less.

Butting and bounding South on lands formerly of Arthur C. Speissegger, North on lot formerly of George Paul, West on Church Street, and East on lands now or formerly of George Molyneau at 11 Bedons Alley and Edward G. Johnson, III at 9 Bedons Alley.

TMS No. 458-09-03-081

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STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

AFFIDAVIT

Transfer Date: July 11, 2011

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The Property being transferred by The Protestant Episcopal Church in the Diocese of South Carolina to The Protestant Episcopal Church, of the Parish of Saint Philip, in Charleston, in the State of South Carolina, on July 11, 2011.
3. Check one of the following: The DEED is:
   (a) [ ] Subject to the deed recording fee as transfer for consideration paid or to be paid in money or money's worth.
   (b) [ ] Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   (c) [X] EXEMPT from the deed recording fee because of Exemption No.12. Explanation, if required: Quit Claim Deed Confirming Title in Grantee. (If exempt, please skip to items 4-7, and go to item 7 of this affidavit.)
4. Check one of the following IF either item 3(a) or item 3(b) has been checked.
   (a) [ ] The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $_____.
   (b) [ ] The fee is computed on the fair market value of the realty which is $_____
   (c) [ ] The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.
5. Check YES [ ] or NO [ ] to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The Deed recording fee is computed as follows:
   (a) $_____ The amount listed in item 4 above.
   (b) $_____ The amount listed in item 5 above (no amount place zero).
   (c) $_____ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with this transaction as: Legal representative, Grantor, or Grantee.
8. Check if Property other than Real Property is being transferred on this Deed:
   (a) [ ] Mobile Home
   (b) [ ] Other
9. DEED OF DISTRIBUTION – ATTORNEY'S AFFIDAVIT: Estate of _____ deceased, CASE NUMBER: _____.

Personally appeared before me the undersigned attorney who, being duly sworn, certifies that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of distribution for the Personal Representative in this Estate and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.

I understand that a person required to furnish an affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned for not more than one year, or both.

SWORN to this 14th day of November, 2011

Tammy S. Griffin
Notary Public for South Carolina
My Commission Expires: 5/6/2013

W. Foster Gaillard
W. Foster Gaillard, Attorney for Grantee

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

WOMBLE CARLYLE SANDRIDGE & RICE
5 EXCHANGE STREET
PO BOX 999
CHARLESTON SC 29401

RECORDED

Date:	November 16, 2011
Time:	9:07:27 AM

Book	Page	DocType
0217	864	Q/Claim

Charlie Lybrand, Register
Charleston County, SC

RMC Bk 0217 Pg 864 : pg 8 *

MAKER:
PROTESTANT EPISCOPAL ETC

RECIPIENT:
PROTESTANT, EPISCOPAL ETC

Note:

# of Pages: 8

Recording Fee	$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	$ 3.00
Postage	$ -
Chattel	$ -
TOTAL	$ 13.00

DRAWER	Drawer 1
CLERK	KLH

Original Book:

Original Page:

AUDITOR STAMP HERE
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NOV 18 2011
CHARLESTON COUNTY AUDITOR

UPDATED
PID VERIFIED BY ASSESSOR
NOV 17 2011
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0217	864	11/16/2011	8
Book	Page	Recorded Date	# Pgs

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EXHIBIT SPH-21

LEGAL DESCRIPTION AND TAX MAP PARCEL NUMBERS

Description of Church, Chapel, Parish Hall and East Cemetery Property

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of Charleston, State of South Carolina, containing 1.577 acres, more or less, and shown and depicted on a plat thereof entitled "**Plat Showing Culmination of Two Parcels, 1.577 Acres Total**" prepared by Thomas V. Bessent, Jr., Land Surveyor, SC Reg. No. 10778 dated June 18, 2001, recorded in the RMC Office for Charleston County in Plat Book EE, at Page 945; said parcel of land having such size, shape, dimensions, buttings and boundings as will by reference to said Plat more fully appear.

TMS No. 458-09-01-068

ALSO

Description of Ministries Hall / Tea Garden Property

All that lot, piece or parcel of land with the buildings and improvements thereon, situate, lying and being at the northeast corner of Church and Queen Street in the City of Charleston, and State aforesaid, measuring and containing in front on Queen Street Sixty (60) feet, and Six (6) inches, and in depth one hundred and fifteen (115) feet, Eight (8) inches, being the same more or less; Butting and Bounding to the north on a brick wall, which divides it from the burial ground of said St. Philips Church, to the East on land now or formerly of Mrs. Jane M. Rudolph, to the South on Queen Street, and to the West on Church Street; said property being more fully shown on the Tax Maps of Charleston County, SC as Tax Map Parcel No. 458-09-01-067 showing the dimensions of said parcel as being One Hundred Ten (110) feet on the east and west boundary lines, and Sixty-Five (65) feet, more or less, on the North and South boundary lines.

TMS No. 458-09-01-067

ALSO

Description of Property located at Southwest Corner of State and Cumberland Streets

ALL that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being at the intersection of Philadelphia Alley, Cumberland and State Streets, in the City of Charleston, State of South Carolina, being shown as enclosed within the letters "A, B, C, D, E, and A" on a "Plat of Southwest Corner of State St. & Cumberland St. owned by I. M. Pearlstine & Sons, About to be conveyed to Charleston Day School, S.C." made September 1972 by Cummings & McCrady, Inc., Architects-Engineers, which said plat is recorded in the RMC Office for Charleston County in Book R, at Page 137; said parcel having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

TMS No. 458-09-01-098

ALSO

Description of Parking Lot at Southwest Corner of Church and Cumberland Streets

Parcel A

ALL that lot of land, with the buildings thereon, situate, lying and being at the southwest corner of Church and Cumberland Streets in the City of Charleston, State aforesaid;

Measuring and containing in front on Church Street Thirty-four (34) feet, and in depth on Cumberland Street Seventy-Nine (79) feet Nine (9) inches, more or less;

Butting and bounding North on Cumberland Street; South on lands formerly belonging to Robert Limehouse; West on lands formerly of Alexander Black and East on Church Street.

ALSO:

Parcel 1

ALL that lot of land with the buildings thereon, situate, lying and being on the South side of Cumberland Street, in the City of Charleston, State aforesaid;

MEASURING AND CONTAINING in front on Cumberland Street Twenty-Six (26) feet, and the same on the back line, by Thirty-Eight (38) feet in depth, be the said dimensions, more or less.

BUTTING AND BOUNDING to the North on Cumberland Street; to the South on land formerly of O. G. Margenhoff; to the East on land formerly of O. G. Marjenhoff, and to the West on land formerly of Gabriel Manigault.

Parcel 2

ALL that lot, piece, or parcel of land, with the buildings thereon, situate, lying and being on the South side of Cumberland Street, in the City of Charleston, State aforesaid;

MEASURING AND CONTAINING in front Thirty-Three (33) feet, six (6) inches, by Thirty-Six feet in depth, be the said dimensions, more or less.

BUTTING AND BOUNDING North on Cumberland Street; South on lands formerly of O. G. Marjenhoff; West on lands formerly of Lula S. Brown; and East on lands formerly of C. H. Blase.

Parcel 3

ALL that lot, piece or parcel of land, with the buildings thereon, situate, lying and being on the West side of Church Street, formerly known as No. 117, now known as No. 151, in the City of Charleston, State aforesaid;

MEASURING AND CONTAINING in front on Church Street Thirty-Four (34) feet Four (4) inches; on the back or West line Thirty-One (31) feet Six (6) inches; in depth on the North line One Hundred Forty-Nine (149) feet; and on the South line One Hundred Forty-Four (144) feet, more or less;

BUTTING AND BOUNDING East on Church Street; West on land formerly of Estate of Manigault; North on land formerly of Carston Kellers; and South on land formerly of Otto George Marjenhoff.

Parcel 4

ALL that lot, piece, or parcel of land, with the buildings and improvements thereon, situate, lying and being on the West side of Church Street, in the City of Charleston, State aforesaid

BUTTING AND BOUNDING North on lands formerly of Robert Limehouse; South on lands hereinafter described; East on Church Street, and West on lands formerly of Charles Manigault;

MEASURING AND CONTAINING in front on Church Street Thirty-Four (34) feet; and in depth One Hundred Thirty (130) feet, be the same more or less.

Parcel 5

ALL that lot of land adjoining the above on the South, measuring in front on Church street Thirty-Seven (37) feet Five (5) inches; on the rear line Twenty-Six (26) feet Six (6) inches; on the North line One Hundred Thirty-Nine (139) feet Eight (8) inches; and on the South line One Hundred Twenty-Five (125) feet Nine (9) inches;

BUTTING AND BOUNDING North on lands hereinabove described; on the West on lands formerly of Manigault; South on St. Philip's Church Yard; and East on Church Street.

The foregoing Parcel A and Parcels 1-5 being more particularly shown on the Tax Maps of Charleston County as Tax Map Parcel No. 458-09-01-095, measuring and containing on the northern boundary line along Cumberland Street, 139 feet; on the eastern boundary line along Church Street, 140 feet; on the southern boundary line along the St. Philips West Cemetery, 126 feet; and on the western boundary, 128 feet, being the said dimensions more or less.

TMS No. 458-09-01-095

ALSO

Description of West Cemetery Property

All that certain piece, parcel of lot of land, situate, lying and being in the City of Charleston, State of South Carolina, known as the St. Philip's West Cemetery, and shown on the tax maps of Charleston County as tax map parcel number 458-09-01-069, and measuring and containing to the East on Church Street, 230 feet; to the South, 260 feet; to the West, 239 feet; and to the North, 260 feet, as shown on said tax maps, be the said dimensions more or less.

TMS No. 458-09-01-069

ALSO

Description of 92 Church Street (Rectory)

ALL that lot, piece or parcel of land with the buildings thereon, situate, lying and being in the City of Charleston and State aforesaid on the east side of Church Street, between Elliott Street and Tradd Street known by the number 92 Church Street.

Measuring and containing in front on said Church Street 50' more or less by 120' in depth more or less.

Butting and bounding South on lands formerly of Arthur C. Speissegger, North on lot formerly of George Paul, West on Church Street, and East on lands now or formerly of George Molyneau at 11 Bedons Alley and Edward G. Johnson, III at 9 Bedons Alley.

TMS No. 458-09-03-081

EXHIBIT SPH-22

BY-LAWS - ST. PHILIP'S CHURCH

I. RITUAL - The Book of Common Prayer, and administration of the Sacraments, and other rites and ceremonies of the Church, according to the use of the Protestant Episcopal Church in the United States of America, shall be used in the Church.

II. MEMBERSHIP - Every baptised person who is a member of the Protestant Episcopal Church in the United States of America who shall be associated with the Church of St. Philip in Charleston as one of the parishioners thereof and shall elect to be a member thereof and shall so signify in writing or by confirmation in the parish or by transfer from another congregation, is hereby declared to be a member of the congregation. The minor children of members are also declared to be members.

III. MEETINGS - ELECTIONS - (Sec. 1) The Annual Meeting of the congregation shall be held during the month of January, at which meeting the Rector shall preside, but, if there be no Rector, or if he be absent, then a presiding officer shall be chosen.

(Sec. 2) Every member of the congregation aged 18 or more shall be entitled to vote at all elections. There shall be no voting by proxy. Previous to meetings and elections the Secretary and Treasurer shall furnish the Church Wardens a list of those entitled to vote thereat.

(Sec. 3) At each Annual Meeting, beginning with the 1970 Annual Meeting, there shall be elected by a majority present and voting by ballot, four persons to serve on the Vestry for a term of three years or until their successors are elected, to succeed the members of the Vestry whose terms expire: and there shall be elected additional persons that may be necessary to fill vacancies that have occurred during the Church year. Election by the congregation of persons to fill unexpired vacancies on the Vestry shall be for the remainder of the unexpired term; provided a person elected to fill an unexpired term of two years or less shall be eligible for reelection to the Vestry; provided, however, that no Vestry member shall be eligible for election to the Vestry until three years after the term has expired, except as otherwise stated above.

(Sec. 4) At each Annual Meeting there shall be elected by a plurality present and voting by ballot, four lay delegates and four alternates to the Diocesan Convention. Delegates shall report to the congregation such actions of the Convention as concern the interests of the Church.

(Sec. 5) A committee of six persons, the Rector, two members of the vestry and three women of the Church shall be appointed to oversee operation of the Church Home. Income of the Home to be placed in general Church funds and the Church treasurer handle Church Home Funds (See Vestry Mtg. 3/6/56)

(Sec. 6) Special meetings of the congregation may be called by the Vestry at any time, and shall be called whenever requested in writing by twelve members of the congregation.

(Sec. 7) Notice of meetings of the congregation shall be given by the minister on two-several Sundays previous to the meeting.

(Sec. 8) Twenty members of the congregation shall constitute a quorum at all meetings.

IV. - VESTRY - (Sec. 1) The Vestry shall consist of twelve members.

(Sec. 2) The Vestry shall meet during the week following the Annual Meeting and thereafter monthly, unless otherwise agreed upon by its members. Special meetings of the Vestry may be called by the Rector or by two or more members of the Vestry. Seven members shall constitute a quorum.

(Sec. 3) The Vestry shall elect a Senior Warden, and a Junior Warden from its membership, to serve as such for a period of one year or until their successors are elected.

(Sec. 4) The Secretary shall give due notice of all meetings of the Vestry, keep minutes of its proceedings and attend to clerical requirements of the Vestry. He shall act as secretary of meetings of the congregation, and he shall keep in a separate book a copy of the By-Laws with any changes thereof made by action of the congregation.

(Sec. 5) The Vestry shall elect a treasurer who shall receive all sums due the Church, deposit the same in a bank approved by the Vestry in the name of St. Philip's Church, draw checks on same as directed by the Vestry, taking receipts; render statements to the Vestry as shall be requested by the Vestry, submit an annual report which when approved by the Vestry shall be submitted to the congregation at the annual meeting, and keep a fair set of books on the finances of the Church which shall at all times be available to the inspection of members of the Vestry. He shall receive a salary to be fixed by the Vestry, and shall give a bond with approved security in an amount determined by the Vestry. The Treasurer's books shall be audited at least once a year.

(Sec. 6) No person receiving any emolument from the Church corporation shall be eligible to be a member of the Vestry, the Rector and Assistant Ministers excepted.

(Sec. 7) The Vestry shall elect or appoint all officers and employees at such compensation and for such terms (not exceeding the term of office of such Vestry) as to the Vestry shall seem proper; provided, this restriction as to term shall not apply to the Rector and Assistant Ministers who shall be elected in the manner hereinafter set forth in By-Law V.

(Sec. 8) The Vestry shall transact all the business of the Church, and shall hold, manage or administer all Church property, including real property which they shall have power to sell, lease, or otherwise deal with and dispose of by deed or other documents executed by the wardens or one of them. They shall provide that all buildings and their contents be adequately insured as in their judgement may seem necessary.

(Sec. 9) The Vestry shall submit to the Annual Meeting of the congregation a report of their official acts during the year and other information deemed important.

V. - MINISTERS (Sec. 1) There shall be a minister for the congregation, styled the Rector of the Parish of St. Philip, who shall be entitled to receive from the Church such salary and other perquisites and emoluments as may from time to time be fixed by the Vestry. The Rector shall be elected and chosen by the Vestry, with the consent of the Bishop of the Diocese; provided that unless two-thirds of the entire Vestry concur in any choice and election, such choice or election shall be made at a meeting of the members of the congregation to be called for the purpose, at which meeting a majority vote of the members of the congregation present shall decide such choice or election of such Rector.

ROA_ 7638

(Sec. 2) The Rector shall register in books, to be provided at the expense of the corporation, all births, baptisms, marriages and funerals of persons who may be baptised, married or buried by him, or by the minister officiating in his absence. Any person requiring it shall be entitled, on prepayment of the fees fixed in the Table of Fees as approved by the Vestry, to certified copies of any entry in the same, but no access of these Books shall be had except upon permission of the Rector or a Warden.

(Sec. 3) The minister who performs any service for which a perquisite is allowed shall in all cases be entitled to the fee or emolument resulting therefrom.

(Sec. 4) Whenever the Rector shall judge it advisable that services should be performed in the Church, he may so allow free use of the Church.

VI - ORGANIST - There shall be an Organist who shall perform all such duties of this office as shall from time to time be directed by the Rector and/or the Vestry, and shall also be entitled to the fees or perquisities fixed in the table of fees approved by the Vestry.

VII - SEXTON - There shall be a Sexton who shall perform all such duties as may be prescribed by the Vestry and the Rector; among other things, he shall keep the Church and the Churchyards clean and in good order, for which purpose he may have the charge of all keys belonging thereto. He shall have the Church and gates opened whenever divine service is to be performed, at which time he shall also attend and do the duties of his office. He shall also attend all funerals and weddings. He shall receive out of funds of the corporation such salary as may be agreed upon by the Vestry. He shall also receive the fees or perquisities fixed in the table of fees, as approved by the Vestry. The Sexton shall have such assistant or assistants as may be provided by the Vestry.

VIII - PEWS - All pews in the Church shall be free.

IX - RIGHT TO FUNERAL SERVICES - The following are entitled to funeral services without any fees whatsoever; (1) Every member of the congregation and his or her minor children. (2) Every person, a member of the Protestant Episcopal Church in the United States of America, residing with a member of the congregation and whose funeral service fees, if charged, would be defrayed by such member. (3) Every person entitled to funeral services without payment of fees at St. Michael's Church as a member there. (4) Every person entitled to funeral services without payment of fees at any other church or chapel building of the Protestant Episcopal Church in the United States of America within the Diocese of South Carolina, whenever an arrangement for such services shall be made similar to the one now existing with St. Michael's Church. (5) The Vestry may fix by standing rule the charges to be paid by non-members for the use of the Church for marriages, funerals or other services.

X - INTERMENT - Interment shall be in accordance with the rules of the Vestry.

XI - AMENDMENTS TO BY-LAWS - No alterations shall take place in these By Laws or any rule adopted, unless the same be read, debated and carried at one meeting of the congregation, and debated, passed and confirmed at another, by a majority of the members present at each of such meetings respectively.

****

By-Law Changes Approved Unanimously
by Vote of the Congregation on January 26, 2003, and February 23, 2003

Article IV, Section 1, of the By-Laws shall be deleted in its entirety and the following substituted therefor:

Article IV. Vestry.

Section 1. The Vestry shall consist of thirteen (13) members, twelve (12) of whom shall be elected in accordance with the terms and provisions of these By-Laws. The thirteenth member of the Vestry shall be the Immediate Past Senior Warden, who shall serve in a non-voting, ex-officio capacity for a period of one (1) year immediately following his or her term as Senior Warden. The appointment of the Immediate Past Senior Warden as a non-voting, ex-officio member of the Vestry shall be automatic, without a vote of the congregation.

Article III, Section 3, of the By-Laws shall be deleted in its entirety and the following substituted therefor:

Article III. Meetings–Elections.

Section 3. At each annual meeting, beginning with the 1970 Annual Meeting, there shall be elected by a majority present and voting by ballot, four persons to serve on the Vestry for a term of three years or until their successors are elected, to succeed the members of the Vestry whose terms expire; and there shall be elected additional persons that may be necessary to fill vacancies that have occurred during the Church year. Election by the congregation of persons to fill unexpired vacancies on the Vestry shall be for the remainder of the unexpired term; provided a person elected to fill an unexpired term of two years or less shall be eligible for reelection to the Vestry; provided, however, that no Vestry member shall be eligible for election to the Vestry until three years after the term has expired, except as otherwise stated above, and except as provided in Article IV, Section 1, with respect to the automatic appointment of the Immediate Past Senior Warden as a non-voting, ex-officio member of the Vestry for a term of one (1) year.

AMENDMENT TO ARTICLE III, SECTION 1, OF THE BY-LAWS OF ST. PHILIPS CHURCH

Article III, Meetings – Elections, Section 1, of the By-Laws shall be deleted in its entirety and the following substituted therefor:

Article III, Meetings – Elections.

Section 1. The Annual Meeting of the congregation shall be held on a date designated by the Vestry, which date shall be during the thirty (30) day period following Easter Sunday, at which meeting the Rector shall preside, but, if there be no Rector, or if he be absent, then a presiding officer shall be chosen.

St Philip's inSPIRE

EXHIBIT SPH-23

MAY 8, 2011

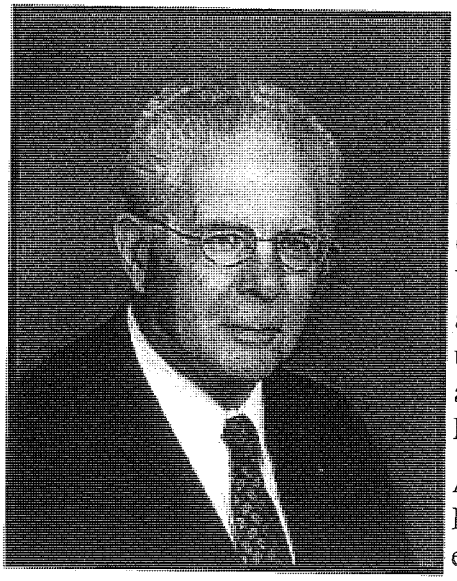
"Pursuing the Gospel challenge in turbulent times"

Men's First Wednesday Lunch to be Held on SECOND Wednesday in May 12-1 p.m. in the St. Philip's Parish Hall

Because the Tea Rom is being held the first week in May, the Men's First Wednesday Lunch has been moved to the SECOND Wednesday—May 11.

Our guest speaker will be Colonel Myron Harrington.

Myron was born August 13, 1938 in Augusta, GA. He graduated from the Citadel in the Class of 1960 and was commissioned a 2nd Lt. in the Marine Corps in 1961. He retired from the Marine Corps in 1991 as Professor of Naval Science and Commanding Officer of the Naval Reserve Officers' Training Corps at The Citadel.

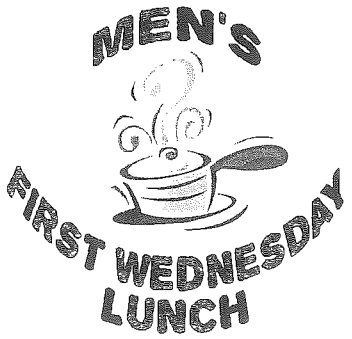


Personal decorations include the Navy Cross, Silver Star, Legion of Merit (three times), Meritorious Service Medal (twice), Navy Commendation Medal with Combat "V" (twice), Vietnamese Cross of Gallantry (twice), the Vietnamese Staff Honor Medal 1st Class. and a number of Campaign medals and unit commendations. He also has been awarded the State of SC Order of the Palmetto.

After leaving military service, Colonel Harrington served in independent school education, joining the staff of Trident Academy in Mt. Pleasant, SC as Headmaster in 1992 (retiring June, 2007). He has served in leadership in numerous independent school education roles.

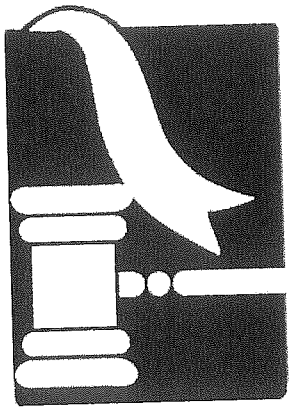
Myron has also served in numerous state, community, and university (The Citadel) volunteer leadership positions, recently serving as Co-Chairman of the Medal of Honor Convention 2010 Committee established by the State of SC to honor the 87 living recipients of the Congressional Medal of Honor.

He currently serves as a Vestry member of St. Philips Church. He and his wife Ann have two children and five grandchildren.



CALL FOR VESTRY NOMINATIONS

VESTRY SERVICE: ARE YOU CALLED TO THIS OFFICE?



This is the Rector's call for Vestry nominations. The following are the expectations for all who would serve God as a member on the St. Philip's Vestry. Those who seek to be elected to leadership in the parish are representing that they are "members in good standing" as defined in our church canons. The following is the standard established in the Baptismal Covenant and in Confirmation, (pg299 &413 BCP) and the Episcopal Church Canons:

"A member in good standing is a person who is....

1. Faithful in Worship—Are you committed, as God enables you, to worship with your parish family in church every week? (See: Acts 4:12, John 1:12, John 14:6)

2. Faithful in Prayer—Are you working to develop your personal devotional life through regular prayer and daily reading and meditation of Holy Scripture as taught in the Book of Common Prayer (BCP)?

3. Faithful in Ministry—Are you involved in (or actively seeking) some form of Christian ministry by which you will give your time and talents to or through St. Philip's Church? (See:Romans 12:6, 1Corinthians 12:7)

4. Faithful in Giving—Are you and your family committed to the Biblical standard of the tithe on your income as articulated in the Canons of the Church and taught at St. Philip's. (See Malachi 3:10, Mark 12:41ff)

Are you willing to serve as an "elder" of your congregation, seeking only Christ's will for his church, and giving as much attention to the spiritual life of the congregation as to the financial and administrative decisions? (See Acts 1:21, 1Corinthians 1:26-31). Are you willing to support parish functions—social and spiritual—with your work and attendance, and to place parish activities high on your list of priorities? (see Ephesians 4:1-12m 11-16; Acts 2:42, 2:44-46). Are you committed to attend every meeting of the vestry, to participate in the annual training retreat and to pray daily for your parish? (See John 20:24-29).

If nominated you will reaffirm your commitment to support the clergy in their ordination and installation vows (BCP p.515, p526, p. 539) and abide by the standards established in the Diocese of South Carolina Vestry Handbook. (To read the Vestry Handbook online, visit the Diocese's web site—*www.dioceseofsc.org*—and click on the "Resources" tab on

#1

NOTICE: The St. Philip's Annual Meeting will be held on Sunday, May 15 immediately following the 10:30 a.m. Abbreviated Morning Prayer Service. Bishop Allison will preach at the 10:30 a.m. service. At this meeting we will elect new Vestry members and consider proposed amendments to our by-laws. Copies of the proposed by-law changes are available in the church office

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St Philip's inSPIRE

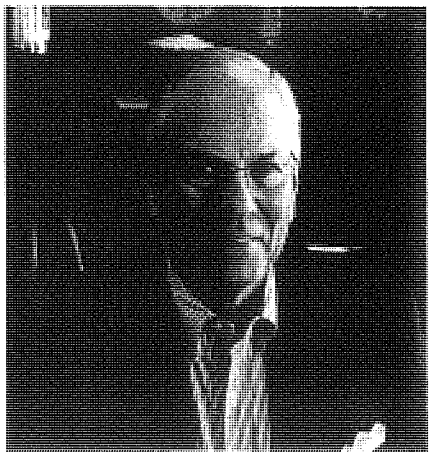
EXHIBIT SPH-24

MAY 15, 2011

"Pursuing the Gospel challenge in turbulent times"

NOTICE: The second St. Philip's Congregational Meeting will be held on Sunday, May 22 immediately following the 10:30 a.m. Service. At this meeting we will elect new Vestry members and consider proposed amendments to our by-laws. Copies of the proposed by-law changes are available in the church office.

AL KATZ



Spouse: Suzanne Boone Katz

My children:
Gregg Katz
Jennifer Frankel

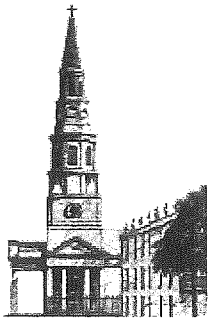
Suzanne's children:
Carter Jernigan
Case Jernigan

Occupation:
Founder and Owner of The Next Level, LLC, a business coaching firm;
Holder of the Alvah H. Chapman Jr., Endowed Chair of Management and Ethics, School of Business, The Citadel

Nominated by:
Elaine Pendarvis

Member of St Philips for four years

St. Philip's inSPIRE



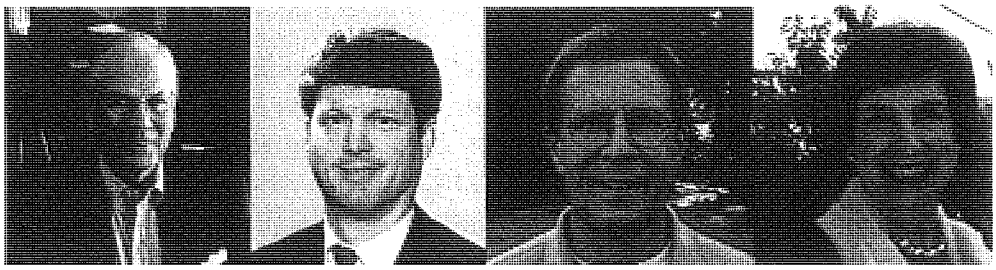
MAY 22, 2011

"Pursuing the Gospel challenge in turbulent times"

Congratulations!

to Our Newly Elected Vestry Members

The St. Philip's Annual meeting was held this past Sunday, May 15. At the meeting, four new Vestry members were elected by acclamation. They are:



Al Katz **David Grubbs** **Guv Gottshalk** **Catherine Jones**

We give thanks to the following who have completed their Vestry service:
Foxy Foxworth, Clark Hanger, Elaine Pendarvis, and Sheryl O'Neal

Also elected at the meeting were four delegates and two alternates to the Diocesan Convention:

The Senior Warden and Junior Warden (to be elected by the Vestry at its first meeting), Elaine Pendarvis, and Dan Russler.
Ann Harrington and Cynthia Patteson will serve as alternates.

Changes to the by-laws were approved. As required by the existing by-laws, a second congregational meeting will be held this Sunday, May 22, for a second reading approval on the adoption of the by-law changes. The meeting will take place immediately following the 10:30 a.m. Service of Morning Prayer. All St. Philip's members are urged to be present at this meeting.

Don't Forget

Second Congregational Meeting
This Sunday, May 22
immediately following the 10:30 a.m. Service of Morning Prayer

AMENDED AND RESTATED BY-LAWS OF THE PROTESTANT EPISCOPAL CHURCH OF THE PARISH OF ST. PHILIP, IN CHARLESTON, IN THE STATE OF SOUTH CAROLINA

ARTICLE I
NAME, PRINCIPAL PLACE OF ADMINISTRATIVE BUSINESS AND REGISTERED OFFICE AND AGENT

Section 1. Name. The name of the corporation, as established by Act No.1533 adopted by the General Assembly of the State of South Carolina on December 20, 1791, shall be "The Protestant Episcopal Church of the Parish of St. Philip, in Charleston, in the State of South Carolina" ("St. Philip's", the "Church" or the "Parish"). The Church is also commonly known as "St. Philip's Church."

Section 2. Principal Place of Administrative Business; Registered Office. The principal place for the transaction of administrative business and the registered office of St. Philip's shall be the Church's office, also known as the "Ministries Hall", located at 142 Church Street, Charleston, South Carolina 29401.

Section 3. Registered Agent. Unless otherwise designated by the Vestry, the registered agent shall be the Parish Administrator, whose office is located in the registered office.

ARTICLE II
RITUAL

The Holy Scriptures of the Old and New Testaments, the 1979 Book of Common Prayer and its predecessors, and the administration of the Sacraments and other rites and ceremonies, as commonly used in The Protestant Episcopal Church in the Diocese of South Carolina (the "Diocese"), shall be used in the Church.

ARTICLE III
MEMBERSHIP

Section 1. Members. Every baptized person who shall be associated with St. Philip's as one of the parishioners thereof and shall elect to be a member thereof and shall so signify in, writing, or by confirmation in the Parish or by transfer from another congregation, is hereby declared to be a member of St. Philip's and the Parish congregation (collectively, the "Congregation"). The minor children of members are also declared to be members.

Section 2. Members in Good Standing. All members of St. Philip's who are aged eighteen (18) or more and who have, unless for good cause prevented, (a) been faithful in corporate worship at St. Philip's for the previous twelve (12) months, and (b) been faithful in working, praying, and giving to St. Philip's for the spread of the Kingdom of God, are deemed to be members in good standing of St. Philip's ("Members in Good Standing"). Members in Good Standing shall have the right to vote at all meetings of the Parish Congregation. Should any

question arise as to whether a member of St. Philip's is a Member in Good Standing as defined herein, such determination shall be made by the Rector (or other presiding priest) and the Senior and Junior Wardens, and the decision of the Rector (or other presiding priest), Senior Warden and Junior Warden shall be dispositive.

ARTICLE IV
PARISH MEETINGS

Section 1. Annual Meeting. The Annual Meeting of the Parish Congregation shall be held on a date designated by the Vestry, which date shall be during the thirty (30) day period following Easter Sunday, at which meeting the Rector shall preside, but, if there be no Rector or if the Rector is absent, then the Senior Warden shall preside; if the Senior Warden is absent, then the Junior Warden shall preside; and if the Junior Warden is absent, a presiding officer shall be chosen by the Vestry.

Section 2. Eligibility to Vote at Parish Meetings. Every Member in Good Standing of the Parish Congregation shall be entitled to vote at all elections. There shall be no voting by proxy.

Section 3. Elections of Vestry. There shall be elected, by a majority of the Members in Good Standing present and voting, four persons to serve on the Vestry for a term of three years or until their successors are elected, to succeed the members of the Vestry whose terms expire; and there shall be elected additional persons that may be necessary to fill vacancies that have occurred during the previous year. Election by the Members in Good Standing of the Congregation of persons to fill unexpired vacancies on the Vestry shall be for the remainder of the unexpired term; provided a person elected to fill an unexpired term of two years or less shall be eligible for reelection to the Vestry. Except as provided above and except as provided in Article V, Section 1 with respect to the automatic appointment of the immediate past Senior Warden as a non-voting, ex-officio member of the Vestry for a term of one (1) year, no Vestry member shall be eligible for re-election to the Vestry until three years after his or her term has expired.

Section 4. Vacancy. After the Annual Meeting, should a vacancy occur in the Vestry, the Vestry may elect a Confirmed Member in Good Standing to fill the vacancy until the next Annual Meeting, at which time the unexpired term shall be filled in the manner prescribed in Article IV, Section 3.

Section 5. Election of Diocesan Delegates. At each Annual Meeting there shall be elected, by a plurality of the Members in Good Standing present and voting, four lay delegates and four alternates to the Diocesan Convention. Such elected delegates to the Diocesan Convention shall represent the Parish at the next ensuing Diocesan Convention and at any special Diocesan Convention which occurs following their election, and shall serve until their successors are elected. Delegates shall report to the Congregation such actions of the Convention as concern the interests of the Church.