

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

KNOW ALL MEN BY THESE PRESENTS, That Jedburg Land General Partnership, Ruth P. Irvin, Wachovia Bank of S.C. as Trustee for the F.P. Rhett Family Trust, Elizabeth R. Rhett, Ann S. Rhett, Frances R. Steel, Virginia R. Zemp, H. C. Prettyman, Jr., George R. Rhett, R.B. Rhett, Jr., a/k/a Robert B. Rhett, Jr., Elizabeth R. Jicha, Sally Holmes Rhett, Frank P. Rhett, Jr., Helen R. Gordon, Thomas B. Rhett, and J. Cheshire Rhett, in the State aforesaid, for and in consideration of the sum of One Million, Five Hundred Thousand and 00/100 (\$1,500,000.00) Dollars to us paid by Summerville Land Corporation, a South Carolina Corporation, in the State aforesaid have granted, bargained, sold and released, and by these presents do grant bargain, sell and release unto the said Summerville Land Corporation, a South Carolina Corporation, its successors and assigns: See Exhibit "A"

The above-described property was devised by the terms of the Last Will and Testament of Cannon F. Prettyman dated April 16, 1974, and on file in the Office of the Judge of Probate for Dorchester County in File Number 224-A7 and in Berkeley County Probate Court in File Number 135-67 as follows: one-third (1/3) in trust for Isabelle Cross Prettyman, and upon her death, one-sixth (1/6) to Virginia F. Prettyman who died December 24, 1986, and whose estate is on file in the Office of the Judge of Probate for Berkeley County in File 91-ES-08-30, whose specified beneficiaries are now represented by Jedburg Land General Partnership, the Partnership deed being dated April 5, 1991, and on file in Book A909 at page 177 in the RMC Office for Berkeley County; the other one-sixth (1/6) to Howard C. Prettyman who died testate January 30, 1980, as evidenced by the records in the Office of the Judge of Probate for Berkeley County in File 147-20, and by deed of First National Bank of South Carolina as Trustee dated May 13, 1983, and recorded in Book A-517 at page 329 conveying his interest to Ruth P. Irvin (formerly Ruth P. Smith); one-third (1/3) of the Estate of Cannon F. Prettyman was devised to Virginia Prettyman Rhett who died in May 10, 1980, her estate being on file in Package 80-ES-10-364,

FILED, RECORDED, INDEXED
09/04/1997 03:53P
Rec Fees 29.00 St Fees 2900.00
Co Fees 1650.00 Pages 23
Issued to
Register of Names Conveyance
Cynthia E. Forte

SAVAGE, ROYALL
& SHERDEN LLP
1111 CHURCH STREET
CAMDEN, S.C. 29202-6018

RECORDED THIS 4th day of Sept 1997
ASSASSOR, BERKELEY COUNTY, S.C.

23

and by her Will, she devised the same to her four (4) children, R. Barnwell Rhett, Edmund M. Rhett, Frances P. Rhett, and Virginia R. Zemp and by deed of South Carolina National Bank as Trustee dated September 3, 1980, and recorded in Book A411 at page 45. The interest of R. Barnwell Rhett was devised to Elizabeth R. Rhett by the terms of his Will on file in the Probate Court for Berkeley County in File Number 86-ES-08-185, and the interest of Edmund M. Rhett was devised to his three (3) children, Edmund M. Rhett, Jr., Ann S. Rhett, and Frances R. Steel, and Edmund M. Rhett, Jr., disclaimed any interest in favor of his sisters, Ann S. Rhett and Frances R. Steel. The Estate of Edmund M. Rhett is on file in Charleston County in Book 94-ES-10-87 and the Deed of Distribution is on file in Book 632 at page 37 in the RMC Office for Berkeley County; the deed of Edmund M. Rhett, Jr., to Ann S. Rhett and Frances R. Steel being dated July 3, 1995, and recorded in Book 693 at page 10. The interest of Francis P. Rhett was devised by his Last Will and Testament to Wachovia Bank of S.C. as Trustee for the F. P. Rhett Family Trust, his Will being on file in Charleston County Probate Court and Berkeley County Ancillary Administration in file 95-ES-08-182; and the Deed of Distribution being recorded in Berkeley County on June 15, 1995, in Book 678 at page 290. The remaining one-twelfth (1/12) interest in that one-third (1/3) is conveyed herewith by the Grantor Virginia R. Zemp herein. The remaining one third (1/3) of the Estate of Cannon F. Prettyman was devised in trust for Carter Fleming Prettyman who died March 24, 1996, his estate being on file in Charleston County in File Number 96-ES-10-1384, and his Ancillary Administration is filed in Dorchester County Probate Court in 96-ES-18-164, and the Deed of Distribution of this one-third (1/3) interest from Wachovia Bank of South Carolina, N.A. (formerly The South Carolina National Bank) as Trustee to Virginia Rhett Zemp, Robert B. Rhett, Elizabeth Rhett Jicha, George Ricker

not
msh
for

Rhett, Sally Holmes Rhett, Helen R. Gordon, Thomas B. Rhett, Frank P. Rhett, Jr., J. Cheshire Rhett, Ann S. Rhett, Frances Rhett Steel, Ruth Prettyman Irvin, and H.C. Prettyman, Jr., is dated September 27, 1996, and recorded in Book 941 at page 269 in the RMC Office for Berkeley County on October 4, 1996. The interest of Edmund M. Rhett, Jr., having been disclaimed to his sisters, Frances R. Steel and Ann S. Rhett, in the Estate of Cannon F. Prettyman which estate is on file in the Office of the Judge of Probate for Berkeley County in File Number 135, package 67.

Tax Map Reference No.: TMS 220-00-02-062

Grantee's Address: P.O. Box 118044
Chad, SC 29423

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 Summerville Land Corporation, a South Carolina Corporation, its successors and assigns, forever.

And we do hereby bind ourselves and our heirs, successors, assigns, executors, and administrators to warrant and forever defend all and singular the said premises unto the said Summerville Land Corporation, a South Carolina Corporation, its 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 Hands and Seals this 4th day of September in the year of our Lord one thousand nine hundred and ninety-seven and in the two hundred and twenty-second year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Jedburg Land General
Partnership

By: Ruth P. Irvin
Ruth P. Irvin, f/k/a
Ruth P. Smith,
Managing Partner

* See Exhibit "B" for Partnership Agreement

- 3 -

SAVAGE, ROYALL
& SHEPHERD L.L.P.
1111 CHURCH STREET
CAMDEN, S.C. 29202-0010

Ruth P. Irvin

Ruth P. Irvin

Wachovia Bank, N.A., Trustee
Under Agreement with Francis
P. Rhett dated December 4, 1992

By: Mark S. Hurlbutt
Mark S. Hurlbutt
Its: Vice President

Elizabeth R. Rhett

Elizabeth R. Rhett

By: Joseph Cheshire Rhett
Joseph Cheshire Rhett,
Attorney-in-fact

Ann S. Rhett

Ann S. Rhett

By: Joseph Cheshire Rhett
Joseph Cheshire Rhett,
Attorney-in-fact

Frances R. Steel

Frances R. Steel

By: Joseph Cheshire Rhett
Joseph Cheshire Rhett,
Attorney-in-fact

Virginia R. Zemp

Virginia R. Zemp

By: Joseph Cheshire Rhett
Joseph Cheshire Rhett,
Attorney-in-fact

H. C. Prettyman, Jr.

H. C. Prettyman, Jr.

By: Joseph Cheshire Rhett
Joseph Cheshire Rhett,
Attorney-in-fact

George R. Rhett
George R. Rhett

By: Joseph Cheshire Rhett
Joseph Cheshire Rhett,
Attorney-in-fact

R. B. Rhett, Jr.
R. B. Rhett, Jr.,

Robert B. Rhett, Jr.
a/k/a Robert B. Rhett, Jr.

By: Joseph Cheshire Rhett
Joseph Cheshire Rhett,
Attorney-in-fact

Elizabeth R. Jicha
Elizabeth R. Jicha

By: Joseph Cheshire Rhett
Joseph Cheshire Rhett,
Attorney-in-fact

Sally Holmes Rhett
Sally Holmes Rhett

By: Joseph Cheshire Rhett
Joseph Cheshire Rhett,
Attorney-in-fact

Frank P. Rhett, Jr.
Frank P. Rhett, Jr.

By: Joseph Cheshire Rhett
Joseph Cheshire Rhett,
Attorney-in-fact

Helen R. Gordon
Helen R. Gordon

By: Joseph Cheshire Rhett
Joseph Cheshire Rhett,
Attorney-in-fact

Thomas B. Rhett
Thomas B. Rhett

By: Joseph Cheshire Rhett
Joseph Cheshire Rhett,
Attorney-in-fact

J. Cheshire Rhett
J. Cheshire Rhett

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

I, Edward M. Royall, Notary Public for the State of South Carolina, do hereby certify that Jedburg Land General Partnership by Ruth P. Irvin, f/k/a Ruth P. Smith, Managing Partner; Wachovia Bank, N.A., Trustee, by Mark S. Hurlbutt, its Vice President; Elizabeth R. Rhett, Ann S. Rhett, Frances R. Steel, Virginia R. Zemp, H.C. Prettyman, Jr., George R. Rhett, R. B. Rhett, Jr., a/k/a Robert B. Rhett, Jr., Elizabeth R. Jicha, Sally Holmes Rhett, Frank P. Rhett, Jr., Helen R. Gordon, and Thomas B. Rhett, all by their attorney-in-fact, Joseph Cheshire Rhett, and J. Cheshire Rhett personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn to before me this 4th day of September, 1997.

Edward M. Royall
Notary Public for South Carolina
My Commission Expires: 4/19/99

EXHIBIT A

ALL that piece, parcel or tract of land lying and being situate in the State of South Carolina, the County of Berkeley, located in the Goose Creek Parish, containing 356.067 acres, more or less, as shown on the plat hereinafter referred to. Said tract is bounded as follows: North by Eastway Properties, LLC; Northeast by the right-of-way of Interstate Highway 26; Southeast by Phillip W. Smoak, et al; South by Phillip W. Smoak, et al. by the heirs of Thomas Dorsey, by Essie Evelyn Duggins, by Rowana Smith, by Nathaniel Gibbs, by Henderson Gibbs, by Floyd Gibbs, by Leola Smith, by Orrie Gibbs, and by the heirs of Abraham Gibbs; Southwest by State Road S-8-46 (Old Dairy Road); Southwest by Ben and Ethel Ellis, by Elizam Mackey; Northwest by Westvaco and by Charleston-North Charleston MSA L.P., all as shown on the plat hereinafter referred to.

The above-described property is more particularly shown on that plat prepared for Virginia Rhett Zemp et al by Southeastern Surveying, Inc., dated May 1, 1997, and recorded in the RMC Office for Berkeley County in Plat Cabinet M at page 379-A on August 28, 1997. Said plat is specifically incorporated herein by reference to the same is craved for specific metes and bounds as shown thereon.

STATE OF SOUTH CAROLINA) GENERAL PARTNERSHIP AGREEMENT
) OF
 COUNTY OF Berkeley) JEDBURG LAND, GENERAL PARTNERSHIP

IN CONSIDERATION of the mutual covenants and terms hereof, the undersigned enter into this General Partnership Agreement as of the 14 day of Apr., 1991, and mutually covenant and agree as follows:

1. Name and Principal Place of Business. The undersigned, hereby form a real estate investment partnership to be known as JEDBURG LAND, GENERAL PARTNERSHIP, with its principal place of business at 499 Old Dock Road, Charleston, South Carolina.

2. Purpose. The partnership is organized to receive, hold, own, lease, develop, sell and otherwise deal in particular real estate. The partnership is authorized to execute and deliver Deeds, Notes, Mortgages and any documents, instruments or agreements whatsoever, necessary or useful in order to carry out the purpose of the partnership, including, without limitation of the foregoing, modification of restrictive covenants, rental agreements, timber contracts, construction loan agreements, construction contracts and listing agreements. The authority of a partner to act on behalf of the partnership is provided in paragraph 11 and 12. The intent of the partners, as beneficiaries of an estate, is to provide a method for timely distribution of property from the estate and centralization of management prior to the ultimate disposition of the property. It is not the intent of the partners to create an indefinite investment partnership or provide for a method of further division and fractionalization of ownership interest through the distribution of a partner's share to beneficiaries of the partner's estate.

3. Books of Partnership. The books of the partnership shall be kept at the principal place of business and shall be available for inspection by the partners or their duly authorized agents at all reasonable business hours.

4. Fiscal Year and Accounting Method. The fiscal year of the partnership shall be the calendar year. The method of accounting for tax purposes shall be the accrual method.

5. Term of Partnership. The term of partnership shall continue until the earlier of mutual agreement by the partners, sale of substantially all the partnership property and distribution of the proceeds, payment and distribution of final payment of a purchase money mortgage on the sale of substantially all of the partnership property or in accordance with the provisions hereof, and the parties specifically agree that the death of a partner shall not automatically terminate this Agreement.

EX. "B"

6. Contributions to Capital. The partners shall originally contribute to capital upon execution hereof each partner's undivided interest in the real property identified as the one-sixth (1/6) interest in 357.22 acres of timberland located in the Jedburg area of Berkeley County near the town of Summer-ville, South Carolina, TMS #220-00-02-062 (hereinafter "the property") and each partner's respective interest in cash required to fund a cash reserve of One Thousand and No/100 (\$1,000.00) Dollars for payment of partnership expenses. Hereafter, each partner shall contribute to capital proportionate amounts necessary for the operation of the partnership, if any. The initial capital contribution and percentage of profits and losses and capital of each partner is as follows: (said interest in profit and loss shall also represent the "partnership interest" of each partner)

<u>PARTNER</u>	<u>CAPITAL CONTRIBUTION - PERCENT OF ESTATE'S 1/6 INTEREST</u>	<u>PARTNER'S INTEREST IN PROFITS, LOSSES AND CAPITAL AND PARTNERSHIP INTEREST</u>
AGNES SCOTT COLLEGE	<u>8/24</u>	<u>33.333%</u>
LUCIA B. BACOT	<u>4/24</u>	<u>16.667%</u>
RUTH PRETTYMAN IRVIN	<u>4/24</u>	<u>16.667%</u>
LUCIA CROSS BACOT	<u>2/24</u>	<u>8.333%</u>
JEANETTE MCPHERRIN	<u>2/24</u>	<u>8.333%</u>
RUTHERFORD P.C. SMITH	<u>1/24</u>	<u>4.167%</u>
MARY CROSS MOORE	<u>1/24</u>	<u>4.167%</u>
RUTHERFORD P.C. SMITH as Trustee for RUTHERFORD P. SMITH	<u>1/24</u>	<u>4.167%</u>
RUTH PRETTYMAN IRVIN as Trustee for VIRGINIA PRETTYMAN IRVIN	<u>1/24</u>	<u>4.166%</u>

Separate capital accounts shall be maintained by the partnership for each partner. The capital account of each partner shall be credited with the partner's capital contributions (at net adjusted basis with respect to contributed property) and shall be appropriately adjusted to reflect each partner's allocations of profits, gains, losses, deductions, the net fair market value of distributions made to the partner and such other adjustments as

shall be required by Code §704(b) and the regulations promulgated thereunder. No interest shall be paid on any capital account.

7. Division of Profits and Losses. Each partner shall share in the division of profits and losses of the partnership in accordance with the partner's respective percentage in profits and losses.

8. Sale of Partnership Interest. No partner shall have the right nor be privileged to sell all or any portion of his or her partnership interest without first offering that interest to the remaining partners. Such remaining partners shall have the option to purchase (in proportion to their respective partnership interest) not less than all of the interest of the transferring partner offered for sale at the price and upon the terms provided in paragraph 10 (reduced by five (5%) percent) with reference to the purchase of a deceased partner's interest with all costs of transfer, including appraisal costs, paid for by the selling partner. The selling partner shall give immediate notice in writing to the remaining partners at the office of the partnership of his or her intention to sell. The remaining partners shall then have forty-five (45) days to accept or reject in writing the offer to sell. If accepted, closing shall occur within sixty (60) days of such acceptance. A transfer, or attempt to transfer, of the partnership interest other than as provided in this paragraph, whether by voluntary or involuntary means, such as by bankruptcy, by death, or by judgment or other lien creditor, shall constitute an event of default and shall be treated as provided herein.

9. Retirement. No partner shall have the right to retire from the partnership and receive payment for their partnership unless a sale is consummated pursuant to paragraph 8.

10. Death. Upon the death of any partner, the surviving partners shall have the right either to purchase the interest of the decedent in the partnership or to continue the partnership or to terminate the partnership business. If the surviving partners elect to purchase the decedent's interest, they shall serve notice in writing of such election within two (2) months after the qualification of the personal representative of the Estate of the deceased partner, death of the decedent, upon the executor or administrator of the Estate of the decedent, or, if three (3) months after the death of the decedent no legal representative has been appointed, upon any one of the known legal heirs of the decedent at the last known address of such heir. Notwithstanding the above, a partner may devise his or her partnership interest to his or her surviving spouse without consent of the remaining partners but any other devise must be agreed upon by the remaining partners. The primary purpose for requiring consent to a devise, other than to a surviving spouse, is to avoid further

fractionalization of ownership interest in the partnership and in the property held by the partnership.

(a) If the surviving partners elect to purchase the interest of the decedent in the partnership, the purchase price shall be a mutually agreed upon value established by the surviving partners and the personal representative of the Estate of the deceased partner. If an agreed upon price cannot be reached within forty-five (45) days of the time the surviving partners have notified the estate of the deceased partner of their decision to purchase the decedent's interest in the partnership, the purchase price shall be equal to the decedent's proportionate share of the appraised value of the partnership. No allowance shall be made for goodwill and trade name, except as those assets have been reflected on the partnership books immediately prior to the decedent's death; but the survivors shall nevertheless be entitled to use the trade name of the partnership. The purchase price shall be paid with interest at the rate of ten (10%) percent per annum in five (5) semi-annual installments beginning six (6) months after the end of the calendar month in which the decedent's death occurred.

(b) (1) The death of any partner shall not operate to dissolve the partnership. The activities of the partnership shall be continued by the surviving partners or until dissolution pursuant to paragraph 17. The capital account of the deceased partner shall not be subject to withdrawal by the legal representatives of his estate until such expiration of the term of the partnership, except with the approval of the surviving partners.

(2) The legal representatives of the deceased partner's estate (or the heirs, if distribution from the estate has been made) shall be entitled to the deceased partner's full share of the net income or net loss the same as if the deceased partner had survived.

11. Partners Authority and Responsibility. The affairs of the partnership shall be handled generally by the Managing Partner, defined below. The Managing Partner alone or any two (2) partners shall have the power to sign checks. However, the signature of partners owning two-thirds (2/3) of the total partnership interest (unless acting under a power of attorney) shall be required in order to sign (1) contracts of sale or purchase; (2) deeds; (3) applications for loans or loan agreements; and (4) notes and mortgages.

All parties shall be proportionately responsible for contributions, payable within twenty (20) days, to meet partnership expenses, whether foreseen or unforeseen; if the partnership income or other partnership amounts shall not be available or sufficient to meet such needs. A call for payment

may be made by any two (2) partners. Such expenses include, but are not limited to, debt amortization, taxes, interest and repairs.

12. Managing Partner.

(a) RUTH PRETTYMAN IRVIN shall be the managing partner of the partnership. In the event of the refusal or inability of RUTH PRETTYMAN IRVIN to act as managing partner or upon her withdrawal from the partnership, RUTHERFORD P.C. SMITH shall act as successor managing partner.

(b) The managing partner shall be responsible for the day to day administration of the partnership and its investments (including, but not limited to payment of taxes, hiring of accountants and legal representatives, the cutting, sale or replanting of timber) and shall have such authority as shall be necessary to effectuate same. The managing partner shall have all the rights, powers and obligations of a general partner as provided in the Uniform Partnership Act and as otherwise provided by law, and any action taken by the managing partner shall constitute an act of and serve to bind the partnership. In dealing with the managing partner, acting for or on behalf of the partnership, no person shall be required to inquire into, and all persons are entitled to rely conclusively on, the power and authority of the managing partner to bind the partnership. The partners specifically agree that the managing partner shall have authority to sell (for a lump sum or by installment), exchange or mortgage the property as long as the transfer can be made at a value equal to or greater than the appraised value as determined for estate tax purposes in The Estate of Virginia F. Prettyman. If a transfer is to be made at less than the appraised value, the managing partner shall obtain approval of two-thirds (2/3) of the total partnership interest.

(c) The managing partner may be removed by a vote of partners owning two-thirds (2/3) of the partnership interests at a meeting of the partnership called for that purpose. A successor managing partner may be elected by a vote of a majority in number of the partners.

(d) The managing partner shall not receive salary or other compensation for the performance of his or her duties hereunder.

13. Default. If any partner shall fail or refuse to pay to the partnership within twenty (20) days of a proper call for additional contributions, or shall otherwise fail or refuse to act as provided or required by the terms of this Agreement, such failure or refusal shall constitute a default.

14. **Consequences of Default.** If any default as provided herein shall not be cured by such defaulting partner within ten (10) days after written notice, then the non-defaulting partners shall have the following options, in addition to any other remedies provided at law or in equity, and such remedies shall be cumulative:

- a. To terminate the partnership and to demand a division of partnership assets, in which event the partnership assets and partnership liabilities shall be borne in proportion to the then respective partnership interest of each partner; or
- b. To advance to the partnership any sums not paid by the defaulting partner and to treat such sums so advanced as a loan to the defaulting partner with interest from the date of such advance at the prime rate plus five percent (5%) then in effect at the partnership's primary banking institution; or
- c. To buy out the interest of the defaulting partner at the then fair market value of the partnership interest of the defaulting partner, as established by consent or by appraisers as provided herein, reduced by ten (10%) percent of such value and all costs of the transfer, including appraisal and legal fees. If this Option (c) is elected, then the amount to be paid shall be payable at the option of the non-defaulting partners in cash or part in cash and part by Note of the non-defaulting partners, which Note shall provide for simple interest at ten (10%) percent per annum payable in five (5) semi-annual installments from the date after notice of default.

15. **Appraisers.** When under the terms of this Agreement it becomes necessary to establish the fair market value of an interest in the partnership, and if the parties hereto or their legal representative cannot agree upon a value, then the value shall be determined in the following manner:

The parties shall appoint, at the expense of the selling party, within fifteen (15) days following the expiration of the time for mutual agreement has expired, a qualified appraiser, who shall be a professional appraiser. If a qualified appraiser can be agreed upon by the parties, the opinion of the appraiser shall be submitted in writing to the parties, and shall be conclusive and binding as to the value of the decedent's partnership interest. If a qualified appraiser cannot be mutually agreed upon by the parties, each party shall name one qualified appraiser with a third appraiser being selected by the two appointed appraisers. All fees

and expenses of these appraisers shall be borne by the selling party. The fair market value of the decedent's interest in the partnership shall then be the average value of the three values determined by the appraisers.

16. Distribution of Assets. The partners further agree that upon request of any partner, ninety (90%) percent of the requesting partner's share of partnership funds received by the partnership in excess of partnership expenses and current liabilities shall be distributed to the requesting partner in accordance with his or her interest in the partnership within ninety (90) days after receipt by the partnership.

17. Dissolution of Partnership. The partnership may be dissolved upon the occurrence of any of the following events:

- a. By mutual agreement of eighty (80%) percent of the partnership interests in the partnership; or
- b. By the bankruptcy of any party provided the remaining Partners are unable to purchase the bankrupt partner's interest using the same price and method of payment as provided in paragraph 14c, above.

18. Distribution of Assets on Dissolution. In the event of the dissolution of the partnership, for any reason, the partners shall proceed with reasonable promptness to liquidate and terminate the investment activities conducted by the partnership. The assets of the partnership shall be distributed in the order of preference as determined under the Uniform Partnership Act of The South Carolina Code of Laws (1976), as amended.

19. South Carolina Law. This agreement shall be governed by and interpreted under the laws of the State of South Carolina.

20. Binding Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

21. Closing. Upon the sale of a partner's interest as provided in paragraph (8) or upon the purchase of a deceased partner's interest as provided in paragraph (10), the parties agree that the closing of any such transaction shall occur within sixty (60) days of the acceptance of a mutually agreed upon selling price as provided in paragraph (10) or, if a mutually agreed upon price cannot be reached within sixty (60) days of the acceptance of the appraised value of a partner's interest, as determined under paragraph (15).

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the day and year as written below.

D. Michelle King
Kathy S. Bentzinger

Ruth Prettyman Irvin
RUTH PRETTYMAN IRVIN

D. Michelle King
Kathy S. Bentzinger

Ruth Prettyman Irvin
RUTH PRETTYMAN IRVIN, as Trustee
for Virginia Prettyman Irvin

Dated: April 5, 1991.

STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

PERSONALLY appeared before me Kathy S. Bentzinger, the undersigned witness who made oath that (s)he saw the within named RUTH PRETTYMAN IRVIN, individually and as Trustee for VIRGINIA PRETTYMAN IRVIN, sign and as her act and deed, deliver the within written General Partnership Agreement, and that (s)he with the other witness named above witnessed the execution thereof.

Kathy S. Bentzinger
(Signature of Witness)

SWORN to before me this 5th day of April, 1991.

D. Michelle King (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 2/4/2001

Dana E. Coleman
Lynn A. Dyer

Rutherford P.C. Smith
RUTHERFORD P. C. SMITH

Dana E. Coleman
Lynn A. Dyer

Rutherford P.C. Smith
RUTHERFORD P. C. SMITH, as Trustee
for Rutherford P. Smith

Dated: April 4, 1991

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

PERSONALLY appeared before me Dana E. Coleman, the undersigned witness who made oath that (s)he saw the within named RUTHERFORD P. C. SMITH, individually and as Trustee for RUTHERFORD P. SMITH, sign and as his act and deed, deliver the within General Partnership Agreement, and that (s)he with the other witness named above witnessed the execution thereof.

Dana E. Coleman
(Signature of Witness)

SWORN to before me this 4th
day of April, 1991.

Lynn A. Dyer (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 5/1/92

AGNES SCOTT COLLEGE

Peggy Walton
Jean Kennedy

By: Ruth Schmidt
 Its: President

Dated: April 15, 1991

 STATE OF ~~SOUTH CAROLINA~~) GEORGIA
 COUNTY OF DeKalb)

Johnson PERSONALLY appeared before me Bonnie B
 the undersigned witness who made oath that (s)he
 saw the within named AGNES SCOTT COLLEGE, by Ruth Schmidt,
 its President, sign and as its act and deed,
 deliver the within General Partnership Agreement, and that (s)he
 with the other witness named above witnessed the execution thereof.

Bonnie B. Johnson
 (Signature of witness)

SWORN to before me this 15th
 day of April, 1991.

Kay F. Lehman (SEAL)
 NOTARY PUBLIC FOR SOUTH CAROLINA-GEORGIA
 My Commission Expires: July 12, 1993

Terre A. Bickley

Lucia B. BACOT
LUCIA B. BACOT

Judith E. Finley

Dated: April 22, 1991

STATE OF SOUTH CAROLINA)
COUNTY OF Horry)

PERSONALLY appeared before me Judith E. Finley, the undersigned witness who made oath that (s)he saw the within named LUCIA B. BACOT, sign and as her act and deed, deliver the within General Partnership Agreement, and that (s)he with the other witness named above witnessed the execution thereof.

Judith E. Finley
(Signature of Witness)

SWORN to before me this 22nd day of April, 1991.

James S. Monahan (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 2-25-2001

Pat Baten
Louise Wilson

Lucia Cross Bacot
LUCIA CROSS BACOT

Dated: 4/12/91, 1991

STATE OF SOUTH CAROLINA)
COUNTY OF Horry)

PERSONALLY appeared before me Pat Baten, the undersigned witness who made oath that (s)he saw the within named LUCIA CROSS BACOT, sign and as her act and deed, deliver the within General Partnership Agreement, and that (s)he with the other witness named above witnessed the execution thereof.

Pat Baten
(Signature of Witness)

SWORN to before me this 12th
day of April, 1991.

Louise Wilson (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires:

My Commission Expires August 30, 2000

Richard J Fusco
Richard J Fusco

Jeanette McPherrin
JEANETTE MCPHERRIN

Dated: April 16, 1991

STATE OF PENNSYLVANIA)
COUNTY OF Bucks)

PERSONALLY appeared before me RICHARD J. FUSCO, the undersigned witness who made oath that (s)he saw the within named JEANETTE MCPHERRIN, sign and as her act and deed, deliver the within General Partnership Agreement, and that (s)he with the other witness named above witnessed the execution thereof.

Richard J Fusco
(Signature of Witness)

SWORN to before me this 11th day of April, 1991.

Maureen K. Press (SEAL)
NOTARY PUBLIC FOR PENNSYLVANIA
My Commission Expires July 24, 1993

NOTARY SEAL
MAUREEN K. PRESS, Notary Public
Bucks County, Pennsylvania
My Commission Expires July 24, 1993

Benton D. Dargatzis
Kaye S. Williams

Mary Cross Moore
MARY CROSS MOORE

Dated: April 20, 1991

STATE OF SOUTH CAROLINA)
COUNTY OF Florence)

PERSONALLY appeared before me Benton D. Dargatzis, the undersigned witness who made oath that (s)he saw the within named MARY CROSS MOORE, sign and as her act and deed, deliver the within General Partnership Agreement, and that (s)he with the other witness named above witnessed the execution thereof.

Benton D. Dargatzis
(Signature of Witness)

SWORN to before me this 20th
day of April, 1991.

Levin B. Bant (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 2/3/91

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

AFFIDAVIT RE DEED RECORDING FEE

0015562 Bk: 1146 Pg: 0021/
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 from Jedburg Land, General Partnership, Ruth P. Irvin formerly known as Ruth P. Smith, Wachovia Bank of South Carolina as Trustee for the F. P. Rhett Family Trust, J. Chesire Rhett, (Elizabeth R. Rhett, Ann S. Rhett, Frances R. Steel, H. C. Prettyman, Jr., George R. Rhett, R. B. Rhett, Jr., Elizabeth R. Jicha, Sally Holmes Rhett, Virginia R. Zemp a/k/a Virginia Rhett Zemp, Frank P. Rhett, Jr., Helen R. Gordon and Thomas B. Rhett by their attorney in fact Joseph Chesire Rhett) to Summerville Land Corporation is known as 356.067 ACRE TRACT, located in Berkeley Co., SC, TMS Nos. 207-00-02-062
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) ☐ EXEMPT from the deed recording fee because of exemption No. ____; 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 \$1,500,000.00.
 - (b) ☐ The fee is computed on the fair market value of the realty which is \$_____.
 - (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$_____.
5. Check YES ☐ or NO ☐ to the following: A lien or encumbrance existed on the land, tenement, or 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) \$1,500,000.00, the amount listed in 4 above; LESS
 - (b) \$_____, the amount listed in 5 above (if none, show 0);
 - (c) \$_____ Subtract 6(b) from 6(a) and place result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Closing Attorney

0015362 Bk: 1146 Pg: 0022

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.

SWORN to before me this
4th day of September, 1997

[Signature]
Grantor, Grantee or Legal Representative
connected with this transaction

[Signature]
Notary Public for South Carolina

My Commission Expires: 5-3-98

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CHAR:110466