

AMENDMENT

THIS AMENDMENT is made this ____ day of ____ 2024 (“Amendment”) to the AGREEMENT TO CONVEY REAL PROPERTY (“Agreement”) dated January 31, 2024, by and between **Kiawah Resort Associates, L.P. (“KRA”), KDP, II, LLC (“KDP”)** (collectively **KRA and KDP** are “**KRA/KDP**”), and **Kiawah Island Community Association, Inc. (“KICA”)** (collectively **KRA, KDP, and KICA** are “**Parties**” and may be individually referenced as “**Party**”).

WHEREAS, the Parties wish to make an amendment to the Agreement for the purposes of clarifying the conveyance and obligations of the Parties contained in Section 8 of the Agreement; and

WHEREAS, the Parties agree to replace Section 8 of the Agreement in its entirety with the language included herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby STIPULATED AND AGREED by and between the undersigned Parties:

Section 8 of the Agreement is amended as follows:

8. **CONVEYANCE OF CAPTAIN SAMS MARSHLANDS.** Notwithstanding the wording of Section 16(f) of the ARDA, KDP shall convey by quitclaim deed to KICA the marshland area depicted in light green in Exhibit 16.2 to the ARDA between the critical line as certified by South Carolina Ocean & Coastal Resource Management (“OCRM”) and mean high water. The draft survey of the critical line for such marshland area has been completed and is currently under review by OCRM for certification of the critical line. The Parties agree to cooperate fully with OCRM’s review and approval of the survey, and that time is of the essence

for such certification of the critical line. Upon obtaining the necessary certification of the critical line of marshland area depicted in light green in Exhibit 16.2 to the ARDA, the Parties agree that KDP shall provide a quitclaim deed to KICA for such marshland area in the same manner as KRA's prior conveyance of marsh acreage to KICA under Section 16(a) of the ARDA. In the event of any conflict between the survey and Exhibit 16.2, the survey shall control. The Parties agree that the conveyance by quitclaim deed of the marshland acreage as is determined to currently exist is in further consideration for the satisfaction and release of Section 4 herein. The executed quitclaim deed for the marshland area shall be held in escrow in the same manner as the executed deed for the Captain Sams Spit Conveyance. The recording of the quitclaim deed to the marshland area is subject to the Town's approval of the plat for the marshland area and recording of that plat.

[SIGNATURE PAGES TO FOLLOW]

KIAWAH RESORT ASSOCIATES, L.P.

By: Coral Canary GP, L.L.C.

Its: General Partner

Dated: _____, 2024

By:

Title: _____

KDP II, LLC

Dated: _____, 2024

By:

Title: _____

**KIAWAH ISLAND COMMUNITY
ASSOCIATION, INC.**

Dated: _____, 2024

By:
Title: _____