

**RENUNCIATION OF BENEFITS FROM
LAST WILL AND TESTAMENT OF PAMELA F. KANE AND
THIRD AMENDMENT AND RESTATEMENT OF TRUST AGREEMENT OF PAMELA F. KANE**

THIS RENUNCIATION is made this 28th day of January 2025, by Hal Eugene Cobb, residing at 1130 Clearspring Drive, Charleston, South Carolina 29412 (hereinafter referred to as the "Disclaimant").

WHEREAS, Pamela F. Kane (hereinafter referred to as the "Testator/Settlor") executed a Last Will and Testament of Pamela F. Kane and Third Amendment And Restatement of Trust Agreement of Pamela F. Kane each dated June 1, 2024 (hereinafter referred to, collectively, as the "Instrument"); and

WHEREAS, the Disclaimant is a friend and beneficiary under said Instrument; and

WHEREAS, the Disclaimant desires to disclaim and renounce any and all benefits, rights, interests, and powers to which the Disclaimant may be entitled under said Instrument, excluding any compensation available for serving as an executor, personal representative, or trustee, if applicable;

NOW, THEREFORE, pursuant to all applicable State of South Carolina statutes, the Disclaimant hereby declares and affirms as follows:

1. Definitions. For purposes of this Renunciation:

- a. "Instrument" collectively means the Last Will and Testament of Pamela F. Kane and Third Amendment And Restatement of Trust Agreement of Pamela F. Kane each dated June 1, 2024 of the Testator/Settlor.
- b. "Disclaimed Interest" means any and all benefits, rights, interests, and powers to which the Disclaimant may be entitled under the Instrument, excluding any compensation available for serving as an executor, personal representative, or trustee, if applicable.
- c. "Applicable Law" means the laws of the State of South Carolina.

2. Disclaimer and Renunciation.

2.1 Complete Disclaimer. The Disclaimant hereby irrevocably disclaims, renounces, and refuses to accept the Disclaimed Interest in its entirety. This disclaimer constitutes a qualified disclaimer for purposes of Section 2518 of the Internal Revenue Code of 1986, as amended.

3. Scope of Disclaimer. This disclaimer and renunciation shall be construed as broadly as possible to effectuate the Disclaimant's intent to disclaim all interests in the Instrument. It shall apply to the Disclaimant's interest as a beneficiary, as well as to any power of appointment or other power that the Disclaimant may hold under the Instrument.

4. Irrevocability and Judicial Reformation.

4.1 Irrevocability. This disclaimer and renunciation is absolute and irrevocable. The Disclaimant acknowledges that upon execution of this document, the Disclaimant shall be treated as having predeceased the Testator/Settlor for purposes of distribution under the Instrument, and any disclaimed property shall pass as if the Disclaimant had died without issue immediately before the interest was created.

4.2 Judicial Reformation. Notwithstanding the irrevocability of this disclaimer, the Disclaimant acknowledges that under exceptional circumstances, a court of competent jurisdiction may have the power to reform or modify this disclaimer in accordance with Applicable Law.

5. Timeliness. The Disclaimant represents and warrants that this disclaimer is being made with the Testator/Settlor still alive.
6. No Consideration. The Disclaimant affirms that no consideration has been or will be received in exchange for making this disclaimer and renunciation.
7. Delivery. The Disclaimant shall deliver a copy of this executed disclaimer to the attorney, Ronnie Richter, of the Testator/Settlor.
8. Binding Effect. This disclaimer shall be binding upon the Disclaimant and the Disclaimant's heirs, successors, and assigns.
9. Governing Law and Jurisdiction.

9.1 Governing Law. This disclaimer shall be governed by and construed in accordance with the laws of the State of South Carolina.

9.2 Jurisdiction. Any action or proceeding relating to this disclaimer shall be brought exclusively in the courts of Charleston County, South Carolina. The Disclaimant hereby irrevocably submits to the jurisdiction of such courts for the purpose of any such action or proceeding.

10. Severability. If any provision of this disclaimer is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In such event, this disclaimer shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
11. Voluntary Act and Sound Mind.

11.1 Voluntary Act. The Disclaimant hereby affirms that this disclaimer is made voluntarily and without any undue influence, coercion, or duress from any person or entity.

11.2 Sound Mind. The Disclaimant declares that they are of sound mind and memory, fully understanding the nature and consequences of this disclaimer.

12. Independent Legal Advice.

12.1 Opportunity for Advice. The Disclaimant acknowledges that they have been advised to seek independent legal counsel regarding the effects of this disclaimer and has had sufficient time to review and understand this document.

12.2 Consultation or Waiver. The Disclaimant further acknowledges that they have either:

- a) obtained such independent legal advice and is satisfied with the explanation of the effects of this disclaimer; or
- b) knowingly and voluntarily waived the opportunity to seek such advice, fully understanding the potential consequences of this waiver.

13. Tax Implications.

13.1 Acknowledgment of Tax Consequences. The Disclaimant acknowledges that this disclaimer may have significant tax consequences, including but not limited to potential impacts on estate, gift, income, and generation-skipping transfer taxes.

13.2 Consultation with Tax Professional. The Disclaimant affirms that they have been strongly advised to consult with a qualified tax professional regarding the specific tax implications of this disclaimer.

13.3 No Tax Representations. Neither the drafter of this disclaimer nor any other party involved in its preparation makes any representations or warranties regarding the tax consequences of this disclaimer.

14. Entire Agreement. This disclaimer constitutes the entire agreement of the Disclaimant with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, with respect to such subject matter.

15. Compliance with State Law. This disclaimer is intended to comply with all requirements of Applicable Law. To the extent that any provision of this disclaimer conflicts with Applicable Law, such provision shall be deemed modified to the minimum extent necessary to comply with Applicable Law.

IN WITNESS WHEREOF, the Disclaimant has executed this Renunciation as of the date first above written.

Paisley Powell
Witness #1
Name: Paisley Powell

Mallory Corrigan
Witness #2
Name: Mallory Corrigan

DISCLAIMANT

Hal Eugene Cobb
By: Hal Eugene Cobb

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the below-signed witness who made oath that (s)he saw the within named HAL EUGENE COBB, as Disclaimant, sign, and deliver the within written **RENUNCIATION OF BENEFITS FROM LAST WILL AND TESTAMENT OF PAMELA F. KANE AND THIRD AMENDMENT AND RESTATEMENT OF TRUST AGREEMENT OF PAMELA F. KANE**, and that (s)he with the other witness named above, witnessed the execution thereof.

SWORN TO before me this 28th day of January 2025.

J. Caroline Lista (SEAL)
Notary Public for South Carolina
My Commission Expires. 9.28.2032

