

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
COLUMBIA DIVISION

|                              |   |                   |
|------------------------------|---|-------------------|
| IN RE:                       | ) | NO. 3:07-mc-135   |
|                              | ) |                   |
| A MATTER UNDER INVESTIGATION | ) | PETITION TO AMEND |
| BY GRAND JURY NUMBER 1       | ) | ORDER OF          |
| (#2007R00845)                | ) | DECEMBER 4, 2008  |

Comes now counsel for the Receiver, Beattie B. Ashmore, appointed by this Court via Order filed, UNDER SEAL, on September 5, 2007, requesting this Court amend its Order of December 4, 2008 to allow the Receiver to execute a closing on the attached Offer to Purchase (“Daniels Offer”). *See Exhibit A.*

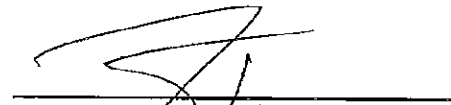
On September 5, 2007, by Order of this Court, the Receiver took over all the financial and business affairs for a number of individuals and companies (collectively, the “Three Hebrew Boys”). This Order required the Receiver to locate and manage assets previously acquired by and/or in the name/possession of the Three Hebrew Boys. On October 10, 2008, this Court issued an Order that encompassed and superseded the Order of September 5, 2007 and orders issued thereafter.

On December 3, 2008, the Receiver filed a Petition to Liquidate Asset (“Petition to Liquidate”) concerning a residential lot representing 1.6110 acres of land and a partially built house located at 301 Garvey Circle, Columbia, South Carolina (“301 Garvey Circle”). The Petition to Liquidate was triggered by an offer to purchase 301 Garvey Circle dated November 25, 2008 and submitted by Donald and Adrienne Gist (“Gist Offer”). The Court

granted the Petition to Liquidate via Order dated December 4, 2008. However, the Gist Offer did not result in a closing.

Now the Receiver has secured the Daniels Offer from Bishop David R. Daniels, Jr. dated January 23, 2009. The Daniels Offer is for essentially the same purchase price as the Gist Offer, or \$275,000.00. The Receiver received a communication from Bishop Daniels' counsel and a letter dated February 10, 2009 from South Carolina Community Bank approving a loan amount sufficient for the purchase of this asset. The closing date is set for February 12, 2009. *See* Exhibit B. To the extent the Court's Order of December 4, 2008 was specific to the Gist Offer, the Receiver respectfully requests the Court to amend its Order of December 4, 2008 to eliminate any issue as to judicial approval regarding the Receiver's ability to sell 301 Garvey Circle per the Daniels Offer.

ISO MOVE.



L. Walter Tollison, III  
The Tollison Law Firm, P.A.  
24 Vardry Street, Suite 203  
Greenville, SC 29601  
Counsel for the Receiver

Columbia, South Carolina

February 20, 2009

# Exhibit A



# Gary Realty Company, Inc.

2205 Two Notch Road  
Columbia, South Carolina 29204  
(803) 691-4626



## OFFER TO PURCHASE

Revised 07/06

(Standard Form of The Greater Columbia Association of REALTORS®.) This form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®, REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice.

BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.

THE  BUYER  SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

1. DATE An offer to purchase is written this 27<sup>th</sup> day of January, year 2009  
by Bishop David R. Daniels, Jr. Purchaser(s)  
to Dwight OS Record Seller(s)

2. PROPERTY DESCRIPTION Purchaser agrees to buy and Seller agrees to sell all that lot or parcel of land, with the buildings and improvements thereon, if any, located in Richland County, South Carolina, and being described as follows:  
Address 301 Grayev Circle City Columbia Zip 29203  
TMS# 14501-05-01 Subdivision Nashvilles Point

3. PRICE The purchase price is \$ 275,000.00

4. EARNEST MONEY  
A. \$ 2000.00 Earnest money is paid by  cash,  check,  other, held in trust by Gary Realty Co Inc  
B. \$ \_\_\_\_\_ Additional earnest money to be deposited with \_\_\_\_\_ prior to \_\_\_\_\_

5. FINANCING  
A. Financing type shall be  FHA,  VA (see addendum for FHA/VA),  CONVENTIONAL,  SELLER,  CASH (No Financing Required),  LOAN ASSUMPTION (see addendum for loan assumption), OTHER \_\_\_\_\_  
B. Loan amount shall be a maximum 90 % of the purchase price.  
C. If Seller financing is included in the financing of this property, Selling Broker and/or Listing Broker and their Agents in this transaction make no representation as to the credit worthiness of Purchaser and suggest that Seller determine for himself that Purchaser's credit is satisfactory.  
D. In a cash transaction, Purchaser agrees to provide Seller or Seller's Agent, within five (5) business days of acceptance of the contract, written verification of sufficient and available funds for the specified date of closing. Purchaser's failure to comply shall constitute a default under this contract.  
E. This contract is contingent on the lot or parcel with building and improvements thereon, if any, appraising according to the lender's appraisal or other appraisal, as agreed by Purchaser and Seller, for the selling price or more. If the lot or parcel with building and improvements thereon appraises for less than the selling price, the Seller may elect to sell for the appraised value. In such case, the Purchaser agrees to proceed with the consummation of this sale at the reduced price.  
However, if Seller does not agree to sell at the appraised value, the Purchaser shall have the option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation, terminate the agreement without penalty or, with agreement of both parties, renegotiate the contract.

Purchaser's Initials (DD) Date 01/27/09 have read this page. Seller's Initials ([Signature]) Date 01/23/09 have read this page.

6. TRANSACTION COSTS Unless otherwise agreed, loan transaction costs including but not limited to: closing costs, prepaid expenses, discount points, survey, title examination and appraisal shall be paid as follows:

Purchaser to pay all costs of obtaining the loan for the closing of the transaction.

Seller shall pay Purchaser's costs of obtaining the loan for closing the transaction, including allowable and non-allowable costs, not to exceed \$ \_\_\_\_\_. Purchaser is responsible for any costs exceeding this amount.

7. LOAN PROCESSING APPLICATION FINANCING CONTINGENCIES

Time is of the essence. Purchaser agrees to apply for financing as stated in Section 5, from the lender of his choice within five (5) business days from the date of contract acceptance and any required funds advanced for credit report and appraisal. Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner. Purchaser's failure to apply as required above shall constitute a default under this contract. Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents. If loan is rejected by initial lender, Purchaser or Purchaser's Agent must notify the Listing Agent immediately, and Seller shall then have the option to void contract. ~~Contract is contingent upon financing (Section 5) up to and until five (5) business days prior to the closing date as set forth in this contract (Section 11). If loan is denied prior to this date, earnest money will be released to Purchaser after earnest money has cleared the bank. After this date the contract is no longer contingent upon financing.~~ If Purchaser fails to comply with the above requirements, Purchaser shall be in default of this agreement subject to the terms of Section 17.

8. ADDITIONAL CONTINGENCIES

Complete the sale and closing of Purchaser's property located at N/A. It is further agreed that Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property, in accordance with this contract, remains in effect. Should Seller be presented another offer, and if accepted, this contract will be voided without notification to the Purchaser or Purchaser's Agent and all earnest money refunded after earnest money check has cleared the bank. Purchaser or Purchaser's Agent will be notified of this contract being voided as soon as possible. For Purchaser to remove this contingency, Purchaser must provide documentation to Seller or Seller's Agent that any financing required under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed. Upon the Purchaser's acceptance of a bona fide contract, clear of contingencies other than financing, the Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser's property. Any documentation regarding the sale of Purchaser's property to be furnished upon request.

Complete the closing of the sale of Purchaser's property, currently under contract, on or before \_\_\_\_\_. Property is located at N/A. Seller agrees to remove his property from the market and this sale will be contingent upon the closing of the Purchaser's property. Any documentation pertaining to this sale will be provided by Purchaser upon request.

Other N/A

9. INSPECTIONS

A. Home Inspection

The Listing and Selling Broker(s) recommend that Purchaser obtain a home inspection. Purchaser has the right within ten (10) business days after acceptance of contract to have home inspected by licensed professional inspectors of his choice. Fees for home inspections to be paid by Purchaser. If Seller does not receive Purchaser's written response to the inspection(s) and a copy of the inspection report(s) within the same ten (10) business day period, Section 9A is nullified in its entirety.

(1) Purchaser has the option of accepting the property in current condition as referenced by the inspection report(s). Otherwise, Purchaser must notify the Seller or Seller's Agent in writing by signed addendum specifying the defects or conditions Purchaser requests the Seller to remedy. Addendum must be accompanied by a copy of the home inspection report.

(2) Seller has three (3) business days to accept, reject or modify Purchaser's home inspection repair addendum. If Seller modifies addendum, Purchaser has two (2) business days from receipt of Seller's written counterproposal to provide written notice to the Seller or Seller's Agent of his acceptance or rejection of Seller's counterproposal.

(a) If Purchaser accepts the counterproposal, Purchaser agrees to complete the sale according to the terms and conditions of this contract.

Purchaser's Initials [Signature] Date 01/22/09 have read this page. Seller's Initials [Signature] Date 1/23/09 have read this page.

(b) If Purchaser rejects the counterproposal, he may elect to void the contract by providing written notice to the Seller or Seller's Agent within two (2) business days that the contract is voided, or he may continue negotiations on repairs by submitting a counterproposal to the Seller. In all subsequent negotiations on the addendum, each party will be given two (2) business days to respond to any further counterproposals until final agreement on the addendum is reached or the Purchaser elects to void the contract.

Should either party fail to respond in the time frame indicated above, the other party has the option of voiding the contract by written notice. In the event the contract is voided by either party, the earnest money will be refunded to the Purchaser.

**B. Wood Infestation Report**

Notwithstanding the provisions of Section 9A, the Purchaser may, at his expense or as required by Purchaser's lender, obtain an Official Wood Infestation Report (CL100 Letter) from a licensed and bonded exterminator. If any damage or infestation is found and Inspector recommends treatment and/or repairs, the Seller agrees to have such conditions corrected at his expense, by a licensed contractor prior to the closing.

**C. Heating & Air Inspection**

Notwithstanding the provisions of Section 9A, the Purchaser may, at his expense or as required by Purchaser's lender, obtain a letter from a heating and air company stating that heating and air conditioning (if applicable) systems are in satisfactory working order. Seller agrees to have any required repairs corrected at his expense prior to closing. Aforementioned not guaranteed for any period of time after closing.

**D. Lead-Based Paint Inspection**

If this home was built prior to 1978, it may contain lead-based paint. This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until midnight on the tenth (10th) business day after acceptance of this contract. This contingency will terminate at the above predetermined deadline unless the Purchaser or Purchaser's Agent delivers to the Seller or Seller's Agent a written contract addendum listing the specific existing deficiencies, corrections needed, and the inspection and/or risk assessment report within the above time limits. The Seller may, at the Seller's option, elect in writing whether to correct the condition(s) prior to settlement. If the Seller does not elect to make the repairs, the Purchaser may remove this contingency and take the property in inspection report(s) condition within the above time limits or this contract will become void. The Purchaser may remove this contingency at any time without cause.

If this home was built prior to 1978, a "Disclosure of Information and Acknowledgement Lead-Based Paint and/or Lead-Based Paint Hazards" is hereby made an addendum to this contract and must be signed by both Purchaser and Seller.

**10. CONDITIONS OF PROPERTY**

A. Except as a new home being sold by the builder, the Purchaser acknowledges that Seller, except as provided in below paragraphs of this section, gives no guarantee or warranty of any kind, express or implied, and has made no representation as to the physical condition of the property, or the existence of improvements, services, appliances or systems thereof, or as to merchantability or fitness for a particular purpose as to the property or improvements thereof, and any implied warranty is hereby disclaimed by the Seller.

B. The Seller warrants the heating, air conditioning, plumbing and electrical systems, well and/or septic systems, and all appliances to be in operative condition on the day of closing or the day possession is given, whichever occurs first.

C. After any inspection by Purchaser and after repairs, if any, made as a result of any such inspection, the Seller agrees to maintain the property including yard maintenance, heating and air conditioning, plumbing, electrical systems, and all appliances to be conveyed, in proper operative condition, normal wear and tear excepted, until the day of closing or the day possession is given, whichever occurs first. Seller warrants that to the best of his knowledge, information, and belief there are no conditions in the property which would adversely affect the value when conditions are hidden by furniture, fixtures or window treatments currently in place in the property.

D. The Listing and Selling Broker(s) and their Agent(s) recommend that Purchasers perform their due diligence as far as the property sewer system, water source and system, flood zone status, mandatory association fees, homeowner's association/regime fees and property covenants and restrictions.

E.  Purchaser and Seller agree that a Seller's Property Condition Disclosure statement, as required by South Carolina Code of Laws, has been provided to Purchaser by Seller prior to the acceptance of this contract.  Property is exempt from disclosure requirement in accordance with South Carolina Code of Laws.

Purchaser's Initials (DR) Date 2/23/09 have read this page. Seller's Initials (A) Date 2/17/09 have read this page.

11. CONVEYANCE DATE OF CLOSING: Conveyance shall be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances, except as herein stated. All statutory deed transfer fees shall be the responsibility of Seller. Purchaser shall pay for recording of deed. The deed shall be prepared in the name of BISHOP David R. Dowdy, Jr. and delivered to stipulated place of closing.

This transaction shall be closed on or before 02/12/09, unless extended pursuant to Section 22.

12. POSSESSION: The Seller will be obligated to give possession and vacate the herein described property to the Purchaser [ ] at closing, [ ] 24 hours after closing. [ ] In accordance with attached rental agreement. Seller agrees to deliver the property free of debris and in a clean condition with landscaping maintained. Seller shall give Purchaser access to the herein described property for the purposes of a walk through inspection within twenty-four (24) hours prior to closing.

13. FIXTURES AND PERSONAL PROPERTY: This sale includes all fixtures, equipment and improvements of any kind which now exist and are attached to or planted on the premises, such as, but not limited to: shrubbery, trees, fences, shutters, blinds, lamp posts, mail boxes, garage door openers and remotes, satellite dishes, seller-owned security systems, landscape lighting, curtain/drapery rods, ceiling fans and remotes, attached mirrors, light bulbs, switch plates, duct covers, and built-ins, such as equipment, appliances, cabinets, furniture and shelves unless otherwise agreed herein. (Other items may be sold separately by bill of sale.)

14. REMARKS: Other conditions: \_\_\_\_\_

House is being sold  
strictly As Is  
Purchaser to verify all listing  
information

15. ADJUSTMENTS: Taxes, water, sewer charges, fuel oil, propane, electricity, natural gas, rents when applicable, and all other assessments, including homeowners association fees, regime fees or the like shall be adjusted as of the date of closing. Tax proration pursuant to this contract are to be based on the tax information available or projected on the date of closing and are to be prorated on that basis unless otherwise stipulated in this contract.

16. FIRE OR CASUALTY: In case this property is damaged wholly or partially by fire or other casualty prior to delivery of deed, Purchaser or Seller shall have the right for ten (10) business days after notice of such damage to terminate this contract. Upon such termination, the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder. If neither Purchaser nor Seller elects to terminate the contract, the parties shall proceed according to the terms of the contract.

17. DEFAULT: If the Purchaser shall default under this contract, the Seller shall have the option of suing for damages or rescinding this contract. In the event the contract is rescinded, one-half of the earnest money shall then be paid to the Broker(s), not to exceed the commission due such Broker, and the remaining balance of earnest money shall be paid to the Seller. Upon default by the Seller, the Purchaser shall have the option of suing for damages or specific performance, or rescinding this contract. If the Purchaser elects to rescind this contract, upon default by Seller, Purchaser will be refunded all sums paid hereunder and in addition shall be reimbursed by the Seller for actual costs incurred including but not limited to credit report, appraisal fee, survey and cost of title examination. In any action to enforce the provisions of this contract, the prevailing party and Broker(s) shall be entitled to the award of their costs, including reasonable attorney's fees.

Purchaser's Initials DD Date 02/22/09 have read this page. Seller's Initials [Signature] Date 02/23/09 have read this page.

- 18. MEDIATION** Any dispute or claim arising out of or relating to this contract, the breach of this contract or the services provided in relation to this contract shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Purchaser(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this contract pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any contract signed by the parties pursuant to the mediation conference shall be binding. South Carolina Code Ann. Section 15-48-10, et seq, shall not apply to this contract.
- 19. ENTIRE CONTRACT BINDING CONTRACT** The parties agree that this written contract expresses the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder and that the contract shall be binding on both parties, their principals, heirs, personal representatives, successors and assigns as state law permits.
- 20. BROKERS ESCROW ACCOUNT** Broker does not guarantee payment of check or checks accepted as earnest money. Earnest money is to be promptly deposited in Broker's escrow account, upon acceptance by both parties of contract. In the event of any action wherein Broker is made a party by virtue of acting as escrow agent, or in any action wherein the funds, held in escrow by Broker are subject to an action in the nature of interpleader, and Broker is made a party, Broker shall be entitled to recover reasonable Attorney's fees and court cost, the same to be charged and assessed against the Purchaser(s) or Seller(s) or both as the court may decide.  
 "The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account. Purchaser agrees to and understands that he has been informed of his right to ownership of the interest but relinquishes to the broker by this written agreement said right of ownership. The earnest money so noted [ ] will [  ] will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker."
- 21. SURVEY, TITLE EXAMINATION, INSURANCE** The Listing and Selling Broker(s) and their Agent(s) recommend that Purchaser have a survey of the subject property made, that Purchaser select an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance coverage including that required by the lender, to be effective at the time of closing.
- 22. EXTENSION AGREEMENT** Time is of the essence. If Purchaser or Purchaser's Agent has provided written loan commitment but not closed within the stipulated time limit of this contract, both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date. In a cash transaction, if terms and conditions of (Section 5D) have been met, both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date.
- 23. BROKERAGE FEE** All real estate brokerage fees as specified in the Listing Agreement and in the Buyer's Brokerage Agreement, if applicable, are earned upon the acceptance of this offer and are due and payable at the time of closing, subject to any contingencies specified herein.
- 24. NON-RESIDENT TAX** Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.
- 25. HOME WARRANTY COVERAGE** Both parties understand that a home warranty [ ] will [  ] will not be provided at closing. If applicable, the warranty premium will be paid at closing by the \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ and provided by \_\_\_\_\_ Home Warranty Company and written through the \_\_\_\_\_ Broker. Brokers may receive a fee for issuance of a home warranty.
- 26. EXPIRATION OF OFFER** This offer from Purchaser shall be withdrawn at \_\_\_\_\_ 6 o'clock p .m.(ET) on, 01/23/09 unless accepted or countered by Seller in written form prior to such time.
- 27. FAX ELECTRONIC MEANS** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the Internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.
- 28. SURVIVAL** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the parties hereto until fully observed, kept or performed.
- 29. DEFINITIONS** A. In this contract, a single business day is defined as a twenty-four (24) hour period, beginning at the time of acceptance of this contract, excluding Saturdays, Sundays and South Carolina legal holidays. In the contract, notice is deemed to be delivery.

Purchaser's Initials AD Date 01/22/09 have read this page. Seller's Initials AK Date 01/22/09 have read this page.

B. In this contract, closing is defined as the time and date that the Closing Attorney or Closing Agent disburses funds.

30. HUD/CLOSING STATEMENT RELEASE Seller and Purchaser authorize the Closing Attorney to furnish to Listing Broker and Selling Broker copies of the HUD settlement statement for the transaction.

31. MEGAN'S LAW The Purchaser and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Purchaser and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Purchaser agrees that the Purchaser has the sole responsibility to obtain any such information. The Purchaser understands that Sex Offender Registry information may be obtained from the appropriate law enforcement officials.

32. NON-RELIANCE CLAUSE Both Purchaser and Seller hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

33. DISCLAIMER The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s): (A) Give no warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvements, services or systems, thereto, including but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage/septic, electrical systems, or to the structure; (B) Give no warranty, express or implied, concerning the condition of the property, any matters which would be reflected by a current survey of the property, or the accuracy of the square footage heated or unheated; (C) Give no warranty, express or implied, as to title; (D) Give no warranty, express or implied, as to the fitness for a particular purpose of the property or improvements thereto; (E) Give no warranty, express or implied, that the property being purchased is in compliance with all necessary zoning ordinances and restrictions; (F) Give no warranty, express or implied, as to projected income, value or other possible benefits to the Purchaser.

This is a legally binding contract. Purchaser and Seller should seek legal advice if the contents are not understood. Both Purchaser and Seller acknowledge the receipt of a copy of this contract.

IN WITNESS THEREOF, this contract has been duly executed by the parties hereto.

|  |  |   |
|--|--|---|
| <p><i>Cherita King</i><br/>_____<br/>Witness</p> <p><i>Alison Lupo</i><br/>_____<br/>Witness</p> <p>_____<br/>Witness</p> <p>_____<br/>Witness</p> | <p><i>David R. Daniels</i><br/>_____<br/>Purchaser</p> <p><i>[Signature]</i><br/>_____<br/>Purchaser<br/><b>SELLER</b></p> <p>_____<br/>Seller</p> <p>_____<br/>Seller</p> | <p>January 22, 2009<br/>_____<br/>Date</p> <p>January 23, 2009<br/>_____<br/>Date</p> <p>_____<br/>Date</p> <p>_____<br/>Date</p> |
|--|--|---|

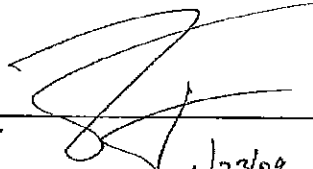
Listing Agent/Company acknowledges Seller(s) is a  Client or  Customer. Telephone # \_\_\_\_\_

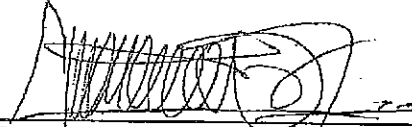
Selling Agent/Company acknowledges Purchaser(s) is a  Client or  Customer. Telephone # \_\_\_\_\_

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M (ET) ON \_\_\_\_\_ DATE

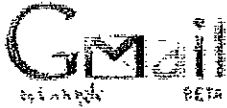
**THIS ADDENDUM IS HEREBY MADE A PART OF THE ORIGINAL  
CONTRACT  
301 GARVEY CIRCLE  
COLUMBIA, SC 29203**

- (1) The contract states the property is being sold "as is"; however, the purchaser is entitled to all rights allowed in the home inspection clause, including the right to ask for repairs. This option is simply intended to convey the seller's position that it is unlikely the seller will repair any requested items.
- (2) The purchaser acknowledges that he/she has been fully informed that the seller may be required to petition The Honorable Margaret B Seymour, United States District Court Judge, District of South Carolina, Columbia Division for Legal authority to consummate sale and convey title to Purchaser on behalf of the owner.
- (3) This contract is contingent upon the seller being satisfied with the Purchaser's ability to acquire financing within 10 business days of acceptance of this offer.

Seller   
1/23/09

Purchaser   
01/22/09

# Exhibit B



Alison Lupo <3hbreceivership@gmail.com>

## FW: Letter From SCCB Regarding Bishop Daniel's Loan

L. Walter Tollison, III <walt.tollison@thetollisonlawfirm.com>  
To: Alison Lupo <3hbreceivership@gmail.com>

10 February 2009 14:14

**From:** Xavier Starkes [mailto:Xavier@starkeslawfirm.com]  
**Sent:** Tuesday, February 10, 2009 1:47 PM  
**To:** L. Walter Tollison, III  
**Subject:** Letter From SCCB Regarding Bishop Daniel's Loan

Walt

Here is the letter I received from South Carolina Community Bank regarding Bishop Daniel's loan for the purchase of 301 Garvey Circle, Columbia, SC. My firm is working with the bank to close the loan by this Thursday (12 Feb 09). If you need additional information from me, please feel free to contact me.

Xavier

F. Xavier Starkes, Esquire

Starkes Law Firm, L.L.C.

1817 Hampton Street

Post Office Box 1497

Columbia, SC 29202

803-758-2882 (phone)


803-758-2454 (fax)

[www.starkeslawfirm.com](http://www.starkeslawfirm.com)

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**From:** Tarsha Dixon  
**Sent:** Tuesday, February 10, 2009 1:42 PM  
**To:** Xavier Starks  
**Subject:** Full page fax print.pdf - Adobe Acrobat Professional

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 **Full page fax print.pdf**  
19K



February 10, 2009

Xavier Starks Atty at Law  
2731 River Drive  
Columbia, SC 29201

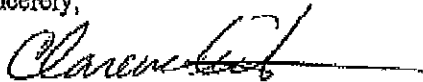
Reference:  
Residential Mortgage Approval Letter  
Bishop David R. Daniels Jr,  
200 Marabou Circle  
West Columbia, SC 29169

Dear Xavier:

The purpose of this letter is to confirm that South Carolina Community Bank has approved Bishop Daniels for the purchase of 301 Gavey Circle, Columbia, SC 29203. The sales contract is dated 1/22/2009 and is between Bishop David R. Daniels, Jr. and the owner of record for the property. The purchase approval price is \$275,000.00.

Please feel free to contact me, if you have any questions at 733-8100 x1119.

Sincerely,



Clarence Dickerson  
Vice President

Cc: Clente Flemming  
President, CEO

Cc: Deborah Dawson  
Senior Lender