

Exhibit “8”

**February 22, 2021 Order Appointing Receiver for
Defendant Free Kindergarten Association of Charleston**

Plaintiff/Appellant Michael D. Royal’s Notice of Appeal

Michael D. Royal

v.

*Free Kindergarten Association of Charleston,
The Attorney General of the State of South Carolina,
and the Charleston County School District*

Charleston County Court of Common Pleas Case No. 2018-CP-10-05739
Appellate Case No. 2022-_____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Michael D. Royal)
)
 Plaintiff,)
)
 vs.)
)
 Free Kindergarten Association of)
 Charleston, the Attorney General of the)
 State of South Carolina and the Charleston)
 County School District,)
)
 Defendants.)
 _____)

IN THE COURT OF COMMON PLEAS
 NINTH JUDICIAL CIRCUIT

Civil Action No.: 2018-CP-10-5739

**ORDER APPOINTING
 RECEIVER FOR DEFENDANT
 FREE KINDERGARTEN
 ASSOCIATION OF CHARLESTON**

RECEIVED
Aug 17 2022
SC Court of Appeals

THIS MATTER concerns the last known remaining substantial asset of Defendant Free Kindergarten Association of Charleston (“Free Kindergarten”), which is the subject of the above captioned civil action. At issue in this action is a Real Estate Purchase and Sale Agreement executed on April 23, 2013 (the “Agreement”) whereby Plaintiff Michael D. Royal (“Royal”) agreed to purchase real property located at 34 Pitt Street, Charleston, South Carolina, 29401 (TMS 457-04-01-129) (the “Receivership Property”) owned by Free Kindergarten. Mrs. June Murray Wells (“Mrs. Wells”) executed the Agreement as the purported “Authorized Agent”. After the real estate transaction did not close, Royal initiated this civil action alleging breach of contract seeking specific performance. Issues raised by Defendant the Attorney General of the State of South Carolina (“AG”) and Defendant Charleston County School District (the “District”) in this civil action include, *inter alia*, whether Mrs. Wells had legal authority to execute the Agreement on behalf of Free Kindergarten and whether Free Kindergarten complied with requirements of Title 33 of the South Carolina Code and various nonprofit and charitable trust/tax laws in connection with the real estate transaction. Ms. Wells passed away on November 29, 2020.

Patrick F. Stringer of Stringer and Stringer represents Free Kindergarten in this matter. On January 29, 2021, Free Kindergarten, through its counsel Stringer and Stringer, filed Defendant Free Kindergarten Association of Charleston Notice of Motion and Motion to Appoint Receiver (the "Motion"). After discussions regarding the Motion during a status conference held on February 1, 2021, the parties have agreed that appointment of a receiver is appropriate with the powers and responsibilities further described herein and have consented to the Court selecting the receiver.

I, THEREFORE FIND that Joseph K. Qualey, Esquire be appointed Receiver for the Free Kindergarten Association of Charleston as it relates to this litigation and to its dissolution, and that the Receiver's fee shall be \$ 250.00 per hour for the services that he/she provides with payment being deducted from the proceeds of the sale of the Receivership Property.

I FURTHER FIND that the Receiver shall take possession of the real property located at 34 Pitt Street, Charleston, SC 20401 (TMS 457-04-01-129) (the "Receivership Property") and any personal property contained therein.

I FURTHER FIND that the Receiver is given full powers, pursuant to 1976 SC Code of Laws § 33-31-1432, to make decisions for Free Kindergarten related to this litigation and to its dissolution, subject to the conditions contained herein.

I FURTHER FIND that, based on the current condition of the Receivership Property, that no repairs or maintenance shall be made thereto, without express approval of this Court.

I FURTHER FIND that the Receiver cannot sell the Receivership Property without the express approval of this Court and that:

- 1) the sale, any contract for sale, and any closing statement shall be subject to express approval by this Court; and

2) the sale of the Receivership Property shall be free and clear of all liens and encumbrances.

I FURTHER FIND that the Receiver shall file monthly reports with this Court beginning on April 1, 2021 and thereafter on a monthly basis until the Receiver is discharged and that upon termination of the Receivership, that a final report and accounting be submitted to the Court for approval prior to discharge of the Receiver.

I FURTHER FIND that the Receiver shall act in such capacity until resolution of this civil action and dissolution of the Free Kindergarten Association of Charleston.

I FURTHER FIND, that notwithstanding the above paragraph, the Receiver may be relieved at his request at any time and, further, that he shall serve without the need to post a bond.

AND IT IS SO ORDERED!

The Honorable Mikell R. Scarborough
Master-In-Equity

Charleston, South Carolina
February ____, 2021



Charleston Common Pleas

Case Caption: Michael D Royal VS Free Kindergarten Association Of Charleston ,
defendant, et al
Case Number: 2018CP1005739
Type: Order/Other

So Ordered

s/Mikell R. Scarborough 3062