

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE ADMINISTRATIVE LAW COURT

Ralph K. Anderson, III, Administrative Law Judge

Case No. 2011-ALC-11-00168

RECEIVED

MAY 25 2012

SC Court of Appeals

Vanessa Patrick, Appellant,

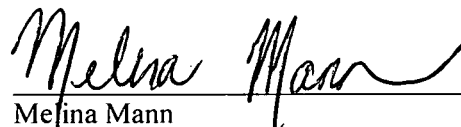
v.

South Carolina Department of Labor,
Licensing and Regulation, Real Estate
Commission Respondent.

**MOTION TO STRIKE APPELLANT'S ADDITIONAL
MATTER TO BE INCLUDED IN THE RECORD ON APPEAL**

Respondent respectfully moves the court to strike item six, Exhibit 1 to Appellant's Initial Brief to the Court of Appeals, and item seven, Exhibit 2 to Appellant's Initial Reply Brief on the basis that these items were not included as exhibits in the hearing before the Real Estate Commission and were not included in the Record on Appeal before the ALC. (See **Exhibit A, Index from the Record on Appeal to the ALC with Supporting Exhibits**).

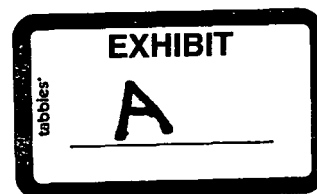
Rule 210(c), SCACR provides "The Record shall not, however, include matter which was not presented to the lower court or tribunal." In the present case, Appellant's items were not presented to the lower court and therefore are not properly included in the Record on Appeal. Accordingly, for the reason stated, Respondent asks these items be stricken.



Melina Mann
S.C. Dept. of Labor, Licensing & Regulation
Post Office Box 11329
Columbia, SC 29211
803-896-4475
Attorney for Respondent

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SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING & REGULATION
BEFORE THE REAL ESTATE COMMISSION

IN THE MATTER OF:

VANESSA PATRICK
License Number 22479

OIE # 2009-27

Respondent.

NOTICE OF CHARGES AND NOTICE
OF HEARING

I.

That Respondent license is presently lapsed by the South Carolina Real Estate Commission, hereinafter referred to as the Commission, but at all times relevant to this matter Respondent was duly licensed by the Commission.

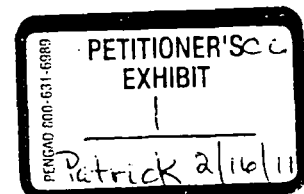
II.

That the Commission has jurisdiction over Respondent and the subject matter of this action.

III.

That Respondent has violated S.C. Code Ann. §§ 40-1-110(c), (f), (g) and (k); 40-57-135(B)(8), (C)(2), and (D); 40-57-137(K); and 40-57-145(A)(1), (4), (10) and (20) (1976, as amended) in that:

1. On or about March 8, 2008, Respondent and another co-worker from Asset Realty, S. S. G., entered in a contract to purchase property located in Little Mountain, S.C. The contract was to purchase approximately two hundred and eighty-eight point sixty-two (288.62) acres for five million, three hundred and ninety six thousand dollars (\$5,396,000.00). The sellers of this property were the P family, individuals known to Respondent.
2. Although this contract was completed on a contract form traditionally used by Asset Realty, Respondent never informed her broker in charge or the manager of the office that she was negotiating this contract or that she had entered into this contract. Further, Respondent's broker-in-charge nor the office manager consented to this transaction being handled by Respondent, especially the way it was being handled by Respondent.



3. The contract called for an initial earnest money deposit of thirty thousand dollars (\$30,000.00) to be placed in the escrow account at Asset Realty. This money was never placed in Asset's escrow account. However, Respondent presented copies of two checks totaling the thirty thousand dollars (\$30,000.00) made out to Asset Realty, to give the appearance that the money had been placed into the appropriate trust account.
4. Respondent and the agent for the P family continued negotiations regarding the contract for several months following the initial signing of the contract. The contract was extended numerous times which lead to more money being placed into the trust account based on the contract. All total, by approximately December of 2008, there was suppose to be approximately one hundred eighty-five thousand dollars (\$185,000.00) being held in the trust account. However, there were no funds located in the trust account. When asked to produce the trust money, Respondent was unable to do so due to the fact that Respondent had not been placing any money into the escrow account.
5. The contract was terminated and Respondent was unable to produce any money in regards to this transaction despite constant reassurance on her part that the money was in the trust account. Throughout the entire process, Respondent led the sellers to believe that the money was located in a trust account, including indicating that the money had been transferred to Acquire Real Estate, when Respondent transferred her license to this agency. Again, Respondent never informed her new broker in charge that she had this contract pending nor did she place any money into their trust account.

IV.

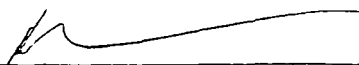
YOU ARE HEREBY NOTIFIED that the Real Estate Commission will conduct a hearing on **November 16, 2010, at 10:00a.m.**, in the Kingstree Building, 110 Centerview Drive, **Room 105**, Columbia, South Carolina, to hear the charges against you as stated above. The hearing is held pursuant to the authority of S.C. Code Ann. §§ 40-57-170; 40-57-180; and 40-57-200.

FURTHER, you are notified that you may appear, present evidence on your behalf, and confront and cross-examine witnesses against you. In addition, you have the right to be represented by legal counsel. The hearing will be conducted in accordance with the South Carolina Administrative Procedures Act, S.C. Code Ann. § 1-23-310, *et seq.*

FURTHER, you are advised that if the Commission finds that you are in violation of the statutes or regulations of the Commission, your license to practice Real Estate in South Carolina may be suspended or revoked in accordance with Commission Statute § 40-57-150 or the Commission may take such other disciplinary action as is warranted.

SOUTH CAROLINA DEPARTMENT OF
LABOR, LICENSING AND REGULATION
STATE REAL ESTATE COMMISSION

Columbia, South Carolina
10/13, 2010.



PAULA S. MAGARGLE
Assistant General Counsel
Department of Labor, Licensing & Regulation
PO Box 11329
Columbia, SC 29211-1329
(803) 896-4849

SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING & REGULATION
BEFORE THE STATE REAL ESTATE COMMISSION

IN THE MATTER OF:

VANESSA K. PATRICK
License Number REL.22479

OIE # 2009-27

Respondent

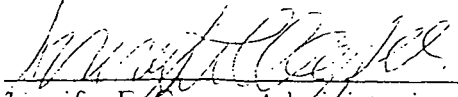
CERTIFICATE OF SERVICE

I hereby certify that I have this day caused to be served the within **Notice of Charges and Notice of Hearing** upon the persons hereafter named, by placing the same in an envelope, securely wrapped, in the United States Mail, certified mail, return receipt requested and by regular first class mail, properly addressed to the said persons hereafter named, at the places and addresses stated below, which are the last known addresses for the same:

Thomas E. Lydon, Esq.
McAngus Goudelock & Courie, LLC
P.O. Box 12519
Columbia, SC 29211

Vanessa K. Patrick
108 Wateree Creek Road
Irmo, SC 29063

SOUTH CAROLINA DEPARTMENT OF
LABOR, LICENSING & REGULATION


Jennifer E. Cooper, Administrative Assistant
LLR-Office of General Counsel
Post Office Box 11329
Columbia, SC 29211-1329

Columbia, SC
10/13 2010.

SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION
BEFORE THE SOUTH CAROLINA REAL ESTATE COMMISSION

In the Matter of:

VANESSA PATRICK
License No. REL.22479

OIE # 2009-27

Respondent

NOTICE OF HEARING

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FURTHER, you are notified that you may appear and present evidence on your behalf and confront, and cross-examine witnesses against you. In addition, you have the right to be represented by legal counsel. The hearing will be conducted in accordance with the South Carolina Administrative Procedures Act, § 1-23-310, *et seq.*, S.C. Code of Laws (1976, as amended).

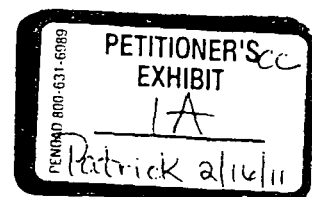
FURTHER, you are advised that if the Commission finds that you are in violation of the statutes or regulations of the Commission, your license to practice Real Estate in South Carolina may be suspended or revoked in accordance with S.C. Code Ann. § 40-57-170 (1976, as amended) or the Commission may take such other disciplinary action as is warranted.

SOUTH CAROLINA DEPARTMENT OF LABOR,
LICENSING & REGULATION
STATE REAL ESTATE COMMISSION

BY: _____

Paula S. Magargle
PAULA S. MAGARGLE
Assistant General Counsel

1/16, 2011.



7010 1670 0000 0980 22

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Postage		68 2009-27 REC Postmark 11/6/11 Patrick NDH city
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Total Postage

Thomas E. Lydon, Esq.
P.O. Box 12519
Columbia, SC 29211

Sent To

Street, Apt. No.
or PO Box No.

City, State, ZIP

PS Form 3800, August 2005 See Reverse for Instructions

7010 1670 00 0980 236

U.S. Postal Service™
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For delivery information visit our website at www.usps.com

Postage		68 2009-27 REC Postmark 11/6/11 Patrick NDH
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Total Postage

Vanessa K. Patrick
108 Wateree Creek Road
Irmo, SC 29063

Sent To

Street, Apt. No.
or PO Box No.

City, State, ZIP

PS Form 3800, August 2005 See Reverse for Instructions

Track & Confirm

Search Results

Label/Receipt Number: **7010 1670 0000 0980 2229**

Service(s): **Certified Mail™**

Status: **Delivered**

Your item was delivered at 9:09 am on January 07, 2011 in COLUMBIA, SC 29211.

Track & Confirm

Enter Label/Receipt Number.

Go

Detailed Results:

- **Delivered, January 07, 2011, 9:09 am, COLUMBIA, SC 29211**
- **Notice Left, January 07, 2011, 6:52 am, COLUMBIA, SC 29211**
- **Arrival at Unit, January 07, 2011, 6:51 am, COLUMBIA, SC 29211**

Notification Options:

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email.

*2009-27 REC
Hedrick
KOH
+00df*

Henry P. Bufkin
Attorney

BUFKIN LAW FIRM
P. O. DRAWER 419
208 NORTH MAIN STREET
PROSPERITY, SC 29127
TELEPHONE (803) 364-2233
FAX (803) 364-4445
Bufkinlaw@backroads.net

Timothy D. Savidge
Attorney/Associate

November 24, 2008

Vanessa Patrick, Agent
Acquire Real Estate, Inc.
1812 Lincoln Street, 1st Floor
Columbia, SC 29201

Katy Sale Dunn, BIC
Acquire Real Estate, Inc.
1812 Lincoln Street, 1st Floor
Columbia, SC 29201

Sally Sale Grooms
Riverpath Investors, LLC
7264 Woodrow Street
Irmo, SC 29063

Jeff Bond, BIC
Asset Realty, Inc.
P. O. Box 290219
Columbia, SC 29229

Jeff Z. Brooker III
Riverpath Investors, LLC
717 Lady Street, Suite G
Columbia, SC 29201

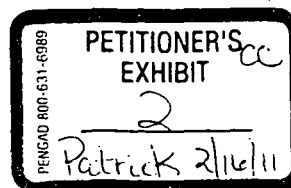
Hugh M. Cooper, Esquire
1812 Lincoln Street, 1st Floor
Columbia, SC 29201

RE: Demand to close or produce earnest money
Pinner Family -- Sellers
Riverpath Investors, LLC -- Sally Sale Grooms, Principle
288.62 acres, Richland County, SC - TMS# 02900-01-013

Dear Ladies and Gentlemen:

I represent the Pinner Family in their attempts to enforce the Contract for the Sale of the above described property.

In March 2008, Riverpath Investors, LLC, entered into a contract for the purchase of 288.62 acres in Richland County from members of the Pinner Family. This contract was the sale of 288.62 acres at \$19,000.00 per acre for a total of \$5,396,000.00. The Purchasers agreed to deposit \$30,000.00 in escrow on this contract, to be held in the escrow account of Asset Realty, where Vanessa Patrick was an agent. The earnest money was to become non-refundable to the Purchasers at the end of the 120 day due diligence period on July 29, 2008. This contract was signed on behalf of the Purchasers by Sally Sale Grooms. The funds were guaranteed to be deposited by Vanessa Patrick.



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DEC 01 2008

OBB

This contract also provided that if the Purchasers were to proceed beyond the due diligence deadline of July 29, 2008, they were to deposit an additional non-refundable earnest money deposit of \$50,000.00 (making a total of \$80,000.00 earnest money held by Asset Realty). The Sellers agent, Andy Bowers of Hometown Realty, was assured by Vanessa Patrick that this additional money had been deposited in the Asset Realty trust account.

The contract also provided that when it was determined that the closing could not take place by August 29, 2008, the Sellers would grant a one time 30 day extension of the contract until September 30, 2008. An additional \$30,000.00 in non-refundable earnest money was deposited in trust with Asset Realty for this extension. Vanessa Patrick assured the Sellers agent, Andy Bowers, that this additional \$30,000.00 had been deposited in the Asset Realty trust account. This earnest money on deposit was then to have been \$110,000.00.

The last contract extension, extending the closing date to not later than December 31, 2008, was done in October, 2008. In return for this extension, the Purchasers agreed to a non-refundable penalty of \$75,000.00, making the total funds in escrow \$185,000.00. This extension also required that those funds be transferred to my trust account. This contract extension was signed by all of the relevant members of the Pinner Family, as well as, Sally Sale Grooms, on behalf of Riverpath Investors, LLC, and witnessed by Vanessa Patrick.

Vanessa Patrick was the primary contact in all of these negotiations and she gave the assurances to the Sellers agent that these funds (\$185,000.00) were on deposit in the trust account of her real estate agency. At some point in time, Vanessa Patrick became an agent for Acquire Real Estate and gave assurances that the money in escrow had transferred from Asset Realty to the trust account of Attorney Hugh Cooper. When Hugh Cooper denied having had these funds, Vanessa Patrick then said they were on deposit with Acquire Realty. Upon being pushed to transfer the escrow funds to my trust account in accordance with the last contract modification, Vanessa Patrick became unresponsive and would not answer telephone calls. A telephone call to the broker-in-charge of Acquire Real Estate, Katy Sale Dunn, revealed that no such amount was on deposit and that all Katy Sale Dunn could account for was \$20,000.00, which Vanessa Patrick brought with her. No funds have been transferred to the Sellers, or me, their attorney, thus far.

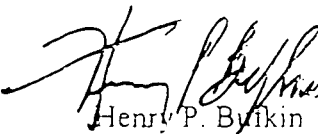
The Pinner Family stands ready and willing to comply with the terms of the Contract, so long as Riverpath Investors, LLC complies with the terms of the Contract and transfers \$185,000.00 to my trust account. The failure to comply with the terms of the contract, by the Purchaser, have been extraordinary. It would appear that the terms of the contract have been breached. It would also appear that several real estate agents have breached their fiduciary responsibility with regards to gathering the funds and depositing them in trust. Lastly, it would appear that fraud may have occurred in that Purchasers have signed contract extensions which demanded the deposit of earnest money funds with the knowledge that no such funds were provided. This goes to the heart of the real estate transaction which the real estate commission regulates.

THB

On behalf of the Pinner Family, it is demanded that the \$185,000.00 non-refundable earnest money (including penalty) be transferred to my trust account by Thursday, December 4, 2008. Failure to comply will be considered a purchaser default of the contract with all remedies available to the Sellers.

No corporate veil will protect the Purchasers, or their agents, from the conspiracy and fraud of the individual parties.

Respectfully,



Henry P. Butkin

HPB:tfb

cc: SC Labor Licensing Board – Real Estate Commission

January 5, 2009

ASSET REALTY, INC.

Mr. John Sowell
SC Dept of LLR
Dept of Investigations
Columbia, SC

Dear Mr. Sowell;

The matter concerning Sally Grooms, Salesman, Vanessa Patrick, Broker, Katie Sale Dunn, BIC and Nancy Curtis, Salesman and the Pinner family (sellers) came to our attention in early December 2008. Sometime between December 4 and December 10, 2008, Asset Realty, Inc. (ARI) received a letter from the Pinner family attorney, Mr. Henry Bufkin. This was the first time, Jeff Bond, BIC, I or anyone from the management or administrative staff of ARI had knowledge of this sales contract or the existence of same.

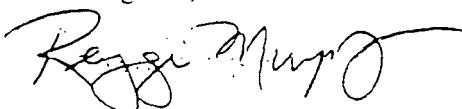
The enclosed paperwork has been assembled over the past few weeks in an effort to ascertain what happened and when. The enclosed correspondence clearly states by Grooms and Patrick, the purchase was being made outside the control or direction of Asset Realty, Inc. contrary to the writings on the sales contract and contrary to company policy. The purpose behind this contradiction and violation of company policy is unknown to the management of Asset Realty, Inc., at this time. We can only surmise it was to avoid paying the company a monetary commission.

I have enclosed all the documentation we have at this point, including our sales/listings log (Item D) during the period of March-April 2008. All paperwork turned in to the office is to be logged in with type of paperwork, agent and date turned in. No entry exists for this transaction, further leading us to believe they had no intention of having ARI involved in this sale. I have also conducted a search of the office computers and the only item I found there was what appears to be a roughly drawn pro-forma, also enclosed (Item E)

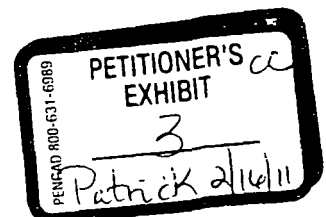
We (ARI) are fully willing to cooperate with all matters involving this investigation. We are extremely chagrined by the audacity of the actions of these agents and that they have besmirched the name and reputation of Asset Realty, Inc. in such a blatant and reckless manner for what we can only assume at this point was for personal financial gain.

Please, do not hesitate to contact me or my office for any clarification to the enclosed paperwork or should you need any additional information in the prosecution of this case.

With regards,



Reggie Murphy, Gen. Mgr.
Asset Realty, Inc.
803.772-3800



Cc: Mr. Henry Bufkin
Mr. Jeffrey Bond, BIC Asset Realty, Inc.
Mr. Andy Bowers, BIC Hometown Realty
Encl

Enclosures:

- 1) Letter from Henry Bufkin to Vanessa Patrick et. al.
 - Item A - Copy of Sales Contract received from Andy Bowers December 11, 2008
 - Item B - Jeff Bond response to Henry Bufkin letter.
 - Item C - Letter from Jeff Bond to Rex Casterline, attorney. Mr. Casterline has not been retained as of this date to represent ARJ.
 - Item D - Copy of log book at ARI Irmo office, from March 3-April 22, 2008. No entry regarding Wash Lever Rd. or earnest money.
 - Item E - What appears to be a pro-forma found on office computer. Appears to have been drawn up to entice investors to this project. Found January 3, 2009.
 - Item F (a) (b) (c) - Email back and forth between Reggie Murphy, GM ARJ and Sally Grooms and Vanessa Patrick.
 - Item G - Email, supposedly authored by Vanessa Patrick to Mr. Henry Bufkin outlining the events of this contract of sale and also clearly stating the transaction was being conducted outside the purview, direction and control of Asset Realty, Inc.

END ----- NOTHING FOLLOWS



1606 Wilson Road
P.O. Box 553
Newberry, South Carolina 29108

Phone (803) 276-9700
Fax (803) 276-4178

FAX TRANSMITTAL REPORT

DATE: 12/11/08

NAME: Reggie Murphy

COMPANY NAME: Asset Realty

CITY: Columbia STATE: SC

FAX #: 803-798-2398

FROM: Andy Bowers

MESSAGE: Contract from Vanessa Patrick
between Riverpath Investors, LLC (Buyers)
& Pinner Family (sellers)

TOTAL PAGES INCLUDING COVER SHEET: 11

PETITIONER'S ^{see}
EXHIBIT
4
Patrick 2/16/11

(A)



LAND, LOTS AND ACREAGE CONTRACT OF SALE

(Standard Form of The Greater Columbia Association of REALTORS®. Rev. 01/02.) 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.

Agency Confirmation: Purchaser and Seller acknowledge that a S.C. Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Seller prior to its presentation and serves as written confirmation to the agreed upon agency status.

1. DATE A contract to purchase is offered this 8th day of MARCH, 2008
by RIVERPATH INVESTORS LLC, Purchaser(s)
to _____, Seller(s).

2. PROPERTY DESCRIPTION Subject to terms and conditions herein, Seller agrees to sell and Purchaser agrees to buy the following described property with improvements and fixtures thereon:
Lot _____ Block _____ Section _____ Subdivision _____
Address WASH LEVER ROAD
Tax Map # 22500-01-13 City LITTLE MOUNTAIN Zip 29075
County of RICHLAND State of South Carolina.

3. PRICE The sales price is \$ 5,396,000.00 to be paid as follows:
A. \$ 3,000,000 Earnest Money paid by cash check other held in trust by ASSET REALTY, INC.
B. \$ See Addendum Balance of down payment at closing is to be in the form of a cashier's check or certified funds.
C. \$ TBD Loan amount (type marked below) to be obtained by Purchaser.

4. FINANCING CONVENTIONAL SELLER CASH NO FINANCING REQUIRED: OTHER TERMS COMMERCIAL LOAN

A. 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.
B. In a cash transaction, Purchaser agrees to provide Seller or Seller's agent, within ten (10) business days of acceptance of this Contract, written verification of sufficient and available funds for the specified date of closing.

5. CLOSING COSTS: DISCOUNT POINTS Purchaser's closing costs shall be paid by PURCHASER. Purchaser's prepaid items shall be paid by PURCHASER. Discount points (if any) shall be paid by PURCHASER. If Seller pays closing costs, prepaid items, and/or discount points on behalf of Purchaser, Seller will pay costs of Purchaser, not to exceed \$ N/A.

6. LOAN PROCESSING APPLICATION FINANCING Purchaser agrees to apply for financing as stated above, from the institution of his choice, and agrees to provide Seller, within five (5) business days from the date of acceptance, confirmation from Lender that application has been made and 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 above financing. If loan cannot be obtained, earnest money will be refunded to Purchaser.

7. ADDITIONAL CONTINGENCIES, CONDITIONS SEE ADDENDUM

01/02
1 of 3

Purchaser's Initials [Signature] DATE 4/13/08 HAVE READ THIS PAGE, Several Initials () DATE HAVE READ THIS PAGE

Handwritten signatures and initials:
LAW
GPPB
MCPB
[Other illegible initials]

8. SURVEY, TITLE EXAMINATION, INSURANCE

The Listing and Selling Brokers and their Agents recommend that Purchaser have a survey of the subject property prepared. If a survey indicates that property does not meet the following minimum specifications 2.04 ACRES (dimensions, square feet, acres), Purchaser may elect to terminate the Contract by notifying Seller or Seller's Agent in writing of Purchaser's intent to terminate or Purchaser shall complete this sale according to the terms and conditions of this Contract. The Listing and Selling Brokers and their Agents recommend that Purchaser select an attorney to examine the title to the property, and obtain all appropriate insurance coverage, including that required by the lender.

9. CONDITION OF PROPERTY

The Seller shall not remove any timber, dirt, minerals or otherwise affect the condition of the property after the signing of this Contract. All timber, dirt, minerals, etc., shall remain with the property and be a part of the property and be transferred to Purchaser. The Seller shall not bring any trash, refuse, debris, medical or hazardous waste, or other improper materials upon the property. In the event any condemnation proceeding is brought by any governmental authority, agency, utility, etc., prior to the closing, then Purchaser may elect to rescind this Contract and receive a refund of the earnest money deposit.

- A. The Seller represents that the property is or is not located in a flood zone. PORTION PER COUNTY RECORDS
- B. Seller represents that the property is or is not subject to a mandatory association fee (i.e., homeowner's association regime or otherwise). If property is subject to a mandatory fee, the fee is \$ _____ per _____ and shall be current at closing.
- C. Seller represents that the property is or is not subject to a special assessment of any governing body, including but not limited to a homeowner's association/regime, utility or otherwise. If the property is subject to a special assessment, the assessment has or has not been paid. If assessment has not been paid, it shall be paid by Seller in the amount of \$ _____ and/or Purchaser in the amount of \$ _____.
- D. If the property may be connected to public/community water or sewer systems, the tap fees of \$ N/A shall be paid by _____.
- E. Seller represents that the property is or is not subject to a current lease or property management agreement. If agreements are in effect, Purchaser shall honor them. Agreements shall be attached to and made a part of this Contract.

10. WELL, SEPTIC SYSTEMS, ENVIRONMENTAL INSPECTIONS

All required reports and certifications concerning environmental matters, wells, septic systems, wetlands, hazardous materials or a special study area shall be done by professional inspectors or government authority qualified in the appropriate fields. Such reports or studies shall be done at the expense of Purchaser and shall be completed within twenty (20) business days after acceptance of this Contract by both parties. If Seller or Seller's agent does not receive Purchaser's written response to the inspections or studies and a copy of such reports within the same twenty (20) business day period, this section is nullified in its entirety.

- A. If Purchaser finds the results of said reports unacceptable, Purchaser may elect to terminate this Contract by notifying Seller in writing of Purchaser's intent. Should Purchaser terminate this Contract, Seller agrees to immediately sign all documents necessary for the release of this Contract and refund of Purchaser's earnest money.
- B. If Purchaser elects to proceed with this sale, Purchaser has the option of accepting the property in current condition as referenced by the reports or Purchaser must notify Seller or Seller's agent by signed addendum along with a copy of the reports specifying the defects Purchaser expects Seller to remedy.
- C. Seller may agree by written addendum within five (5) business days of written notification to remedy, repair or treat any defects or conditions at the Seller's expense. In return Purchaser agrees to complete this sale according to the terms of this Contract. Otherwise, Seller may give written notice to terminate this Contract within five (5) business days. Purchaser shall have the right to accept the property with whatever defects exist and complete this sale according to the terms and conditions of this Contract. To exercise this right, Purchaser must provide Seller or Seller's agent with written notice of such intention, within two (2) business days after receipt of Seller's notice to terminate, or this Contract is void. Purchaser's failure to notify Seller or Seller's agent in writing of any problem found by said reports within the time limits herein provided, or Purchaser's acceptance of the deed at closing, shall constitute full acceptance of the condition of the property and a waiver of Purchaser's right to object to any defects found by said reports.

11. CONVEYANCE DATE OF CLOSING

Conveyance shall be made subject to all easements as well as 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 recording fees shall be the responsibility of Seller. The deed shall be prepared in the name of KIVESTAR INVESTORS, LLC and delivered to the stipulated place of closing. This transaction shall be closed on or before see Addendum; 08/29/08.

12. POSSESSION

Absent a written agreement to the contrary, Seller shall give Purchaser possession at closing, subject to tenant's rights or property management agreements which must be disclosed at time of Contract. Seller shall give Purchaser access to the herein described property for the purpose of a final inspection within twenty-four (24) hours prior to closing.

13. EXTENSION OF 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 ten (10) calendar days from the original closing date. In cash transaction, if terms and conditions of Section 4.B. have been met, both parties agree to extend this Contract for a period not to exceed ten (10) calendar days from the original closing date.

14. BROKERAGE FEE

All real estate brokerage fees as specified in the Listing Agreement or in the Buyer's Brokerage Representation 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. 3% Commission to Asset Realty, Inc. at closing.

15. EARNEST MONEY

Broker does not guarantee payment of checks or checks accepted as earnest money. Earnest money is to be promptly deposited in Broker's escrow account, upon acceptance by both parties of this 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 costs, the same to be charged and assessed against Purchaser or Seller or both as the court may decide. Earnest money shall not be refunded for any reason until the check has cleared the financial institution on which it was written.

"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 and 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."

01/02 2 of 3

Purchaser's Initials _____ DATE _____ HAVE READ THIS PAGE, Seller's Initials _____ DATE _____ HAVE READ THIS PAGE.

382008

[Handwritten signatures and initials]

- 16. ADJUSTMENTS Taxes, water, sewer charges, fuel oil, propane, electricity, natural gas, rents when applicable, and all other assessments, including homeowner's 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 on the date of closing, and are to be prorated on that basis unless otherwise stipulated in this Contract. Any increase or decrease of taxes shall be subject to an adjustment by Purchaser and/or Seller when the current year's taxes are determined.
- 17. ROLLBACK TAXES If applicable, rollback taxes shall be the responsibility of PURCHASER
- 18. NON-RESIDENT TAXES Seller 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.
- 19. 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 the 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 this Contract.
- 20. DEFAULT If Purchaser shall default under this Contract, Seller shall have the option of suing for damages or rescinding this Contract. In the event the Contract is rescinded, ~~and he/it 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 Seller.~~ Upon default by Seller, Purchaser shall have the option of suing for damages or specific performance, or rescinding this Contract. Upon default by Seller, if Purchaser elects to rescind this Contract, he 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. See Addendum Page 3.
- 21. 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 Purchaser, Seller 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.
- 22. ENTIRE CONTRACT AND 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 this Contract shall be binding on both parties, their principals, heirs, personal representatives, successors and assigns as state law permits.
- 23. EXPIRATION OF OFFER This offer from Purchaser shall be withdrawn at 6 o'clock P.M (ET) on 3/17/08 unless accepted or countered by Seller in written form prior to such time.
- 24. FAX Both Purchaser and Seller agree that receipt of a signed contract by facsimile (FAX) will be the same as receipt of an original signed contract.
- 25. 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 to the parties hereto until fully observed, kept or performed.
- 26. DEFINITIONS 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.
- 27. HUD/CLOSING STATEMENT RELEASE Seller and Purchaser authorize their respective attorneys and the settlement agent to furnish to listing Broker and Selling Broker copies of the HUD-1 settlement statement for the transaction.
- 28. 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 published square footage; (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. Signatures below signify acceptance of all terms and conditions stated herein.

IN WITNESS THEREOF, this Contract has been duly executed by the parties herein:

Witness as to Purchaser: Rebecca L. [Signature] Purchaser: [Signature] Date: 3-8-2008 SSN: _____
 Witness as to Purchaser: _____ Purchaser: _____ Date: _____ SSN: _____
 Witness as to Seller: _____ Seller: See addendum for seller's signatures Date: _____ SSN: _____
 Witness as to Seller: _____ Seller: _____ Date: _____ SSN: _____
 Listing Agent: Vanessa Patricia Office: ASSET REALTY INC. Telephone Number: (803) 360-0487
 Selling Agent: _____ Office: _____ Telephone Number: _____

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT _____ O'CLOCK _____ M. (ET) ON _____

[Handwritten initials and signatures]
 [Handwritten initials: JEM, PB, AMP, FW, L, MEB]

ADDENDUM TO CONTRACT OF SALE DATED 3/08/08, PAGE 3

PARAGRAPH 20, DEFAULT

If purchaser shall default under this contract, Seller shall have the option of suing for damages, or rescinding the contract. In the event the contract is rescinded, all earnest money will be paid to sellers.

EARNEST MONEY

Purchaser shall deposit \$30,000.00 earnest money with Asset Realty, Inc. This earnest money will become non-refundable after 120 days. At the end of 120 days, purchaser will deposit an additional \$50,000 earnest money, also non-refundable, and proceed to closing. Closing to take place on or before August 29, 2008.

Handwritten initials:
PPA
DMM
→ MEPB

Handwritten initials:
JDA
MEPB
LAD
[Signature]

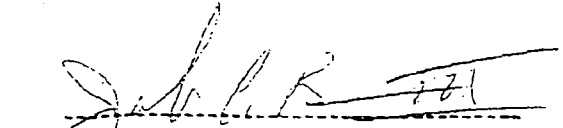
7. Purchaser shall obtain a new boundary survey during the due diligence period. The contractual Purchase Price is based upon 284 acres at \$19,000.00 per acre. Should survey reveal acreage is more or less than 284 acres, Purchase Price shall be adjusted accordingly. Further, should first phase of due diligence (DHEC Subdivision Approval) indicate the tract is not suitable for Purchaser's use, and contract is voided under terms of this Addendum, Seller shall reimburse Purchaser for one-half the cost of the survey, not to exceed \$10,000.00, and survey shall become property of Seller.

PPB
3-2-09
MEPB
LPH

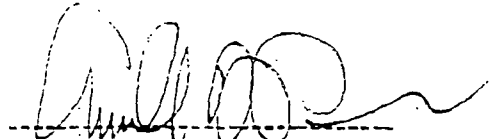
3-2-09
MEPB
LPH
✓

ADDENDUM TO CONTRACT OF SALE DATED 3/18/08

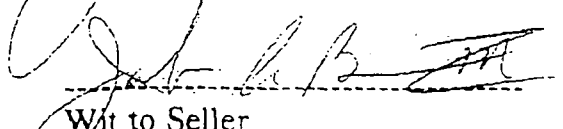
SELLERS' SIGNATURES FOR CONTRACT DATED 3/18/08



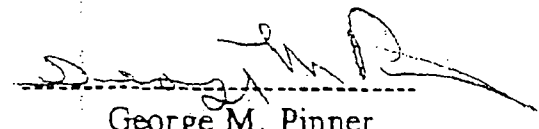
Wit to Seller



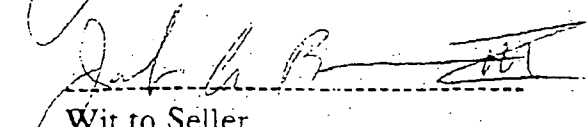
Carroll A. Pinner III



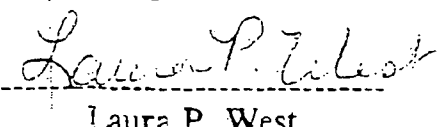
Wit to Seller



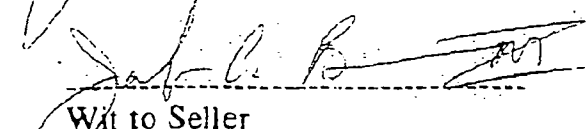
George M. Pinner



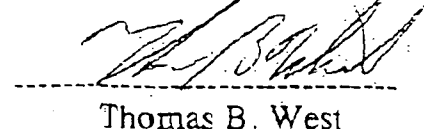
Wit to Seller



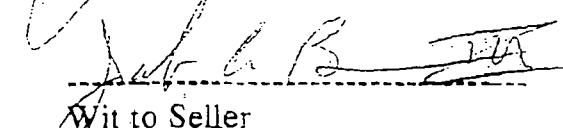
Laura P. West



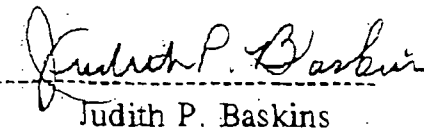
Wit to Seller



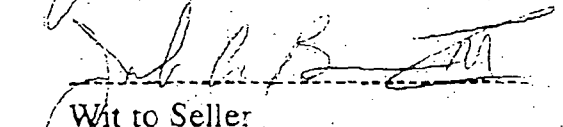
Thomas B. West



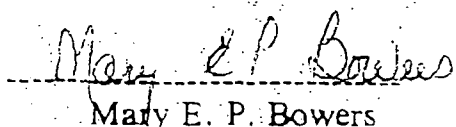
Wit to Seller



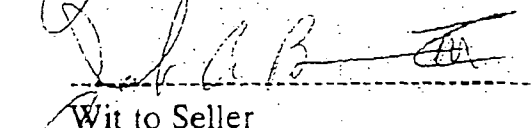
Judith P. Baskins



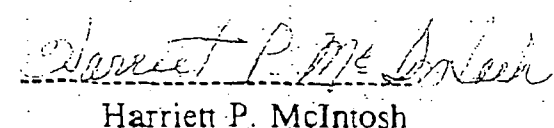
Wit to Seller



Mary E. P. Bowers



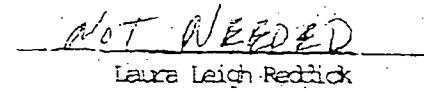
Wit to Seller



Harriett P. McIntosh



Wit to Seller


NOT NEEDED
Laura Leigh Reddick

STATE OF SOUTH CAROLINA) PINNER FAMILY TO RIVER PATH INVESTORS
)
) CONTRACT EXTENSION
 COUNTY OF NEWBERRY)

WHEREAS, there exists a valid contract between members of the Pinner Family, as Sellers, to River Path Investors, LLC, as Purchasers dated March 8, 2008 for the sale of 288.62 acres in Richland County, South Carolina; and

WHEREAS, that contract was for approximately \$5,396,000.00 sales price with \$30,000.00 as non-refundable earnest money being paid at time of contract signing and being held by Asset Realty with a closing date no later than June 29, 2008; and

WHEREAS, subsequently the parties agreed that in return for an additional \$50,000.00 in non-refundable earnest money (total \$80,000.00), an additional 30 day extension of time would be granted so that the closing was to take place on or before August 29, 2008. This money was also deposited in the trust account of Asset Realty; and

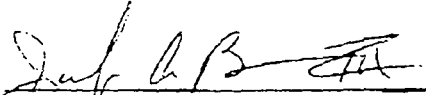
WHEREAS, the parties further agreed that in return for an additional \$30,000.00 in non-refundable earnest money (total \$110,000.00), and additional extension of time so that the closing was to take place on or before September 30, 2008. This money was also deposited in the trust account of Asset Realty; and

WHEREAS, the parties have now agreed that due to the delays caused by Richland County, the contract will be extended to not later than December 31, 2008 and that in return for that further extension of time, the Buyers will deposit an additional \$75,000.00 which will be a non-refundable penalty fee for not closing before September 30, 2008; and

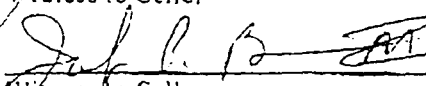
WHEREAS, the parties have agreed that the earnest and penalty money is to be held in escrow in the trust account of Henry P. Bufkin, Attorney for the Sellers.

NOW THEREFORE, the parties hereto agree that the original contract dated March 8, 2008, to include several amendments, shall be amended one more time, to include the deposit of \$75,000.00 in non-refundable penalty funds and the closing of the contract is to be extended to not later than December 31, 2008.


Dated: October __, 2008



 Witness to Seller




 Witness to Seller

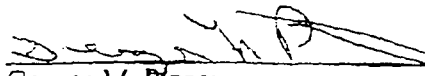


 Witness to Seller


SELLERS



 Carroll A. Pinner III



 George M. Pinner



 Laura P. West

Pinner Family to River Path Investors
Contract Extension
Page 2

[Signature]
Witness to Seller

[Signature]
Witness to Seller

[Signature]
Witness to Seller

[Signature]
Witness to Seller

[Signature]
Thomas E. West

[Signature]
Jordan F. Baskins

[Signature]
Mary E. P. Bowers

[Signature]
Harriet P. McIntosh

[Signature]
Witness to Buyer

Witness to Buyer

BUYER

River Path Investors, LLC

By: [Signature]

By: _____

Sally Sale Grooms
Joe C. Grooms, Jr.
 7264 Woodrow Street
 Irmo, SC 29063
 803-732-3083

9998
67-160/532

39 08

PAY TO THE ORDER OF Asset Realty, Inc. \$25,000.00
Twenty five thousand and 00/100 DOLLARS

BB&T - Branch Banking and Trust
 Irmo, South Carolina

In God We Trust
 Support Our Troops

of River Path LLC member Sally J. Grooms

⑆053201607⑆⑆005⑆2736⑆225⑆ 9998

Sally Sale Grooms
Joe C. Grooms, Jr.
 7264 Woodrow Street
 Irmo, SC 29063
 803-732-3083

10017
67-160/532

3/21 08

PAY TO THE ORDER OF Asset Realty, Inc. \$5000.00
Five thousand and 00/100 DOLLARS

BB&T - Branch Banking and Trust
 Irmo, South Carolina

In God We Trust
 Support Our Troops

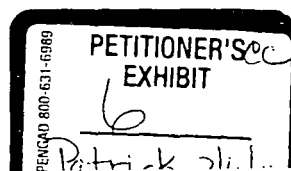
River Path Earnest Sally J. Grooms

⑆053201607⑆⑆005⑆2736⑆225⑆ 00⑆0

PETITIONER'S EXHIBIT
 5
 Patrick 2/16/11

PAPERWORK LOG

DATE	SALE LISTING CLOSING	ADDRESS	AGENT
3/3/08	listing	235 Condor Route	Sue Crapps
3/4/08	closing	4 Green Shank, Irmo	J. Bangler
3/4/08	"	118 Woodview Ct., Lex	"
3/4/08	Listing	145 Letha Lane	Darnell/Tober
3/4/08	Listing	126 Breezes Way	Darnell/Tober
3/4/08	Listing	385 Grove Glen Drive	Darnell/Tober
3/4/08	Sale	909 Kean Road	Co 9
3/4/08	Close	777 Trement	Co 9
3/4/08	Other	-	Hartwig
3/4/08	Other	101 Mansfield Way, earnest money	Hartwig
3/4/08	sale	2029 Parliament Rd.	K. Sandifer/cox
3/4/08	closing	lots 2,3,4 & 5 Loop Rd.	V. Patricia
3/5/08	Closing	336 Applebrook Dr	C. Jordan
3/6/08	Sold	5 Forest Walk Ct	John Stiles
3/5/08	O/S Req.	7913 Turnbridge Ln	Co 9
3/5/08	sale	924 BLUE RIDGE	Renee Lunn
3/6/08	sale	3821 OLD TOWN STREET	Renee Lunn
3/6/08	listing	301 Rapids Ct	Jane Bennett
3/6/08	listing	Evelyn Street - Lot 22	Jane Bennett
3/6/08	Sale	5 Pittsford Court	Laurel DeRose
3/7/08	Listing	3814 A Main St Colm	R. Shaw
3/10/08	Sale	859 White Fawn Drive	M. Bailey
3/10/08	Sale	118 Wenlock Circle	Sgt. Gurdan
3/10/08	Closing	438 CRAVY	Kenneth
3/10/08	Closing	227 ALICE STATION	Renee Lunn
	Sale	501 Westlawn Rd	Linda Murphy
	Listing	210 Laurel Oak Ln.	" "



(D)

PAPERWORK LOG

DATE	SALE LISTING CLOSING	ADDRESS	AGENT
3-10-08	Sale	111 Redbud Ct, W. Col. SC 29170	Sandra Keloso
3-10-08	Sale	406 Serpentine Trmo	Miranda
11	Listing	5298 Peach Rd, Ridgeway	Linda Murphy
3-10-08	Sale	102 Heritage Village Park	Carol
3/10/08	Listing	47 Greenbrook	J. Jones
3/11/08	Closing	18 Bays Lucoff	Ann
3/11/08	Listing	1194 WINDCLOVE NEWBERRY	Ann
3/11/08	Listing	421 Highwater Chepco	Ann
3/11/08	Sale	1208 Bush River Rd	Ann
3/12/08	Sale	1359 Dunbar Rd	Linda Murphy
12	Listing	5505 Crescent	J. Jones
3/12	List	500 Franklin	Listing
3/12	Listing closing	500 132 Glencrest	Listing
3/12	Sale	500 Franklin	Listing
3/12	Sale	151 Flagstone Way Lot 12	M. Ballagh
3/13	Sale	345 Galbraith	Carol
3/13	Sale	115 Victoria	Dubois
3/13	Sale	230 Nelson Blvd	Dubois
3-14	Sale	3009 Juneau Road B-27	Anna Ducker
3-15	Sale	170 FOX BRIAR	Queen
3-15	Sale	115 SIDDINGFILL	Queen
3-15	Sale	204 Mass Field Rd	Queen
3-15	Outstanding	Lead - 501 Bradbury	Queen
3-15	Referral	2014 Emerald Bay - Augusta GA	Queen
3-15	Sale	116 Tailfeather Way	Barbara
3-17	closing	301 Renew Court Stanton	M. Bowler
	listing	2800 Park Street	Linda Murphy

PAPERWORK LOG

DATE	SALE LISTING CLOSING	ADDRESS	AGENT
2/17/08	Listing	521 Parlock Rd.	Jennifer Fry
3/17/08	sale	521 Parlock Rd.	Jennifer Fry
4/17/08	sale	140 Pebble Branch	J. Barden
3/17/08	Listing	413 Leton	J. Barden
3/17/08	Listing	413 Leton	J. Barden
3/17/08	Sale	7602 Shiran Street	Sue Gye
3/17/08	Listing	497 Woodbine Court	K. Richardson
3/17/08	Sale	213 Spring Frost Drive	M. Ballew
3/17/08	Sale	404 Manning Bear Court	M. Ballew
3/17/08	Change Status	3663 Thurmond St.	CE - J.
3/17/08	sale	12 Whitestone Ct	R. Milam
3/17/08	Listing	146 Kettering Gibbons Dr.	R. Milam
3/18/08	sale	102 Hunting Village Lane	C. B. Sams
3/18/08	Closing	112 Woodbury Dr.	Jennifer Fry
3/18/08	closing	102 Signal Lane IRMO 29063	Bob Dulcer Laurie Parnell
3/18/08	closing	3821 Old Jones Street	Kenneth
3/18	closing	500 Timber Mill	Dawn Harmon
↑	other	↑	↑
↑	ols Repts	↑	↑
3/19	Sale	131 Foxdale Ave	K. Milam
3/19	Listing	447 Lakewood Dr	Christina / R. B.
3/19	Closing	220 Siskin Lane	R. MILAM
3/19	SALE	220 SISKIN LANE	R. MILAM
3/19	Listing	420 Camps Ct	J. Brown
3/20	Closing	512 P. Hadow re. Rd	Gardner
3/20	Listing	1457 Peach Festival Rd	R. Barden
3/20	Closing	2212 Emsworth	B. Barden

PAPER WORK LOG

DATE	SALE LISTING CLOSING	ADDRESS	AGENT
3/20/08	Sale	118 HAYNESWORTH PI	J. Brown
3/20/08	Listing	1722 Citruswood	K. Jeffrey
3/20/08	Listing	152 Marlton Road	K. Jeffrey
3/20/08	Contract Sale	109 Bass Pointe Ln	John Smith
3/20/08	Closing	100 Faircrest	B. Traughman
3/21/08	Closing	488 Duker Hill Rd	R.P. Balcer
3/21/08	Closing	206 Waterville	R.P. Balcer
3/24/08	Listing	10 Brittany Way	Sat Guram
3/24/08	Sale	427 Coops Ct	J. Brown
3/24/08	Sale	104 Millrace Ct. Lot & Build. Tab	B. Traughman
3/24/08	CLOSING	12. WHETSTONE CK CT	R. MILLAM
3/25/08	Listing	124 Castle Vale Drive Truss	J. D'Amico
3/25/08	Listing	4916 Bonnie Forest Drive, Irmo	P. Maisuria
3/25/08	CLOSING	121 Scanley Rd, Irmo, SC	K. Deacon
3/25/08	Closing	Lot 14 Bookman Mill Rd.	V. Patrick
3/25/08	SF START	2820 Park St. Cov	L. OWEN
3/25/08	Listing	107 A Water Lily Ct Lev. 29072	V. Patrick
3/25/08	O/S Reg.	Warranty Waiver - 401 Sweetbriar	
3/25/08	Closing	123 W. S. Lane	L. H. Johnson
3/26/08	sale	235 Condon Route	Sue Craggs
3-26-08	Pre Sale	142 Sandkupper Unit 6 C	M. Johnson
3-26-08	Sale	" " " "	" "
3-26-08	Closing	3609 Jumeau Road	Annie Duckson
3/26/08	Listing	113 Jumeau Ct.	Curt / Drons
3/26/08	Listing	309 SUMNERA	K. Johnson
3/27/08	Listing	6988 Emerald	K. Johnson
3/27/08	Listing	442 London Place	L. Jefferson

PAPERWORK LOG

DATE	SALE LISTING CLOSING	ADDRESS	AGENT
3/27/08	closing	118 Tarpon Ln Drive	S. Gray
3/27/08	closing	118 Tarpon Ln	B. Traynor
3/27/08	CLOSING	1470 BELLAH RD	G. GARRISON
3/27/08	CO'S	299 N. Lake	Co 9
3/27/08	Co 9	219 Ash St	Co 9
3/27/08	SALE	306 LEAMINGTON	R. MILAM
3/28/08	SALE	641 HAMLIN WAY	R. MILAM
3/28/08	SALE	TOM SAWYER LN lot 5	R. MILAM
3/28/08	SALE	202 STOCKMERE T.D	R. MILAM
3/28/08	SALE	636 HAMLIN WAY	R. MILAM
3/28/08	OUTSTAND	1208 PEACE HAVEN	R. MILAM
3/28/08	CLOSING	306 LEAMINGTON	R. MILAM
3/28/08	Listing	205/209 Latonia	Co 9
3/28/08	Closing	111 Redbud Ct	S. Peiasi
3/30/08	SALE	106 CLUB CT	K. V. King
3/30/08	SALE	4 Elm Springs Ct	K. V. King
3/31/08	Closing	205 Buda Ct	K. V. King
3/31/08	Closing	117 Millhouse	D. Kelly
3/31/08	LIST	140 Shugart Mill	Dawn Murray
3/31/08	SALE	140 Shugart Mill	N. Kelly
3/31/08	Closing	111 Bannock Mill	G. Bowers
3/31/08	Listing	2112 Cedarwood Ln	Steele
3/31/08	Closing	1819 Shady Grove, Inno	Grimes/Curtis
4/1	Listing	325 CLARION	J. Jones
4/1	Closing	368 Valley Heights Trm	M. Cantor
4/1	Closing	1417 Green Pasture	M. Cantor
4/1	Sale	176 Woodford Rd Inno	M. Cantor
4/2	Closing	345 Gallop	Co 9

PAPERWORK LOG

DATE	SALE LISTING CLOSING	ADDRESS	AGENT
4/1/08	4/1/08	2112 St Andrews Rd	Steele
4/1/08	CLOSING	64 HAMLIN WAY	R. MILAM
4/1/08	CLOSING	636 HAMLIN WAY	R. MILAM
4/2	Closing	140 Shumert Hill Rd	HARTWIG
4/2	List	101 Fairfield Way	A
4/2	Sales	101 Fairfield	
4/2	Sales	4029 Kings Dr, Newberry	
4-2	Sale	115 Pearl and Lane	Annie Dinkse
4/2	Sale	1207 Sycamore	J. Jones
4/3	COS	912 Oak Street	Co 9
4/3	Listing	617 Fox Trail Lane	Mae Kinnett
4/3	Listing	235 Silverado Lane	Co 9
4/3	COS	707 Washington	Co 9
4/3	List	136 Selma	Co 9
4-3	Sale	102 Hayworth Ave	F. Smith
4-4	List	2519 Alex Ave Newberry	HARTWIG
4-4	Sale	2519 Alex Ave Newberry	HARTWIG
	Closing	1539 Dunbar Rd., Cayce SC	L. Murphy
4	(Co 9)	219 Ashe	Co 9
4/4	SALES	330 CLARK STREET, HAWIN	KEN DEATON
4/4	CLOSING	859 White Farm Dr	M. Ballou
4/4	CLOSING	404 Manning Road Court	M. Ballou
4/7	Closing	104 Millrace Ct.	B. Traubman
4/7	Sale	1 Blue Mountain	J. Jones
4/7	Listing	107 Rolling Creek Circle	Sue Crayton
4-8	Sale	O Church Rd Batesburg	Sue Ruff
4-8	US Reg.	107 Water Way Ct., Unit A	V. Parrish

PAPERWORK LOG

DATE	SALE LISTING CLOSING	ADDRESS	AGENT
4-8-08	Sale	1029 Jones rd	CO-9
4/8/08	Sale	lot 1 Beckman Hill Rd.	V. Patrick
4/4/08	Sale	120 Cog Hill Drive	L. Dubose
4/8/08	Listing	11025 Delree	L. Dubose
4/8/08	Listing	104 Earl Court	L. Dubose
4/8/08	Listing	216 Pearl South Lane	L. Dubose
4/9/08	Sale	725 Harbor Vista Drive	M. Bailey &
4/9/08	Other	Misc	HARTWIG
	closing	101 mainfield	HARTWIG
4-9-08	For sale contract	0 Church Rd Batesburg	Sue Sparks Ref.
11/9/08	Sale	141 Country Lake Drive	Curtis/Burns
11/9/08	Listing	1135 Ebenezer Rd.	Curtis/Burns
4/7/08	Sale	3003 Thurmond	CO-9
11/10/08	Sale	4428 Augusta Hwy	L. Dubose
4/10/08	closing	115 SIOBULLTON	Karen Turner
11/10/08	CLOSING	5207 KENNA DR	KYLE BARRISOL
11/10/08	Sale	531 Parlock Rd.	Jennifer Frye
4/10/08	Sale	184 Springway Dr. Cedar 29209	Curtis/Graham
4/11/08	Sale	5 Forest Walk ct	Steele
4/11/08	Sale	120 Hawks Ridge lane	B. Traynham
4/11/08	Sale CLOSING	0 FALLAW RD. GASTON, S.C.	A. Moore
4/11/08	closing	2519 Alex	Hartwig
4/13/08	listing	344 Parth Circle	G. Bowers
4/13/08	Sale	147 Spence Shores Court	G. Bowers
4/13/08	Closing	704 Moss Field Rd	K. Allen
4/16/08	closing	1612 Atascadero	Sandifer/Richard
11/10/08	Sale	28 GARAGE GATE CT	KIRBY C

PAPERWORK LOG

DATE	SALE LISTING CLOSING	ADDRESS	AGENT
4/14	Sale	11 Charlay Horse	KIRBY O
4/17	Closing	7602 Shiran Street	Sue Craggs
4/17	listing	363 Sandpiper Drive	Sue Craggs
4/17	Closing	202 STOCKMOOR	R. MILAM
4/17	listing	178 Cedar Vale	Muriela
4/18	Closing	406 Serpentine	Muriela
4/18	LISTING	219 E. Creek	KIRBY O
4/18	Sale	219 E. Creek	Kirby O
4/19/08	LISTING	132 GOLD RD. LEXINGTON	Joyce Munsch
4/18/08	Closing	102 Heritage Village Lane	C. Barnes
4/18/08	Closing	240 Jasmine Place LN	Debbi P.
4/18/08	listing	395 Summerwind Pelion	D Salter
4/18/08	Closing	937 Bushberry Rd Pelion	D Salter
4/18/08	listing	2301 Clark	Co9
4/18/08	CO9	2319 Mikake Drive	Co9
4/18/08	Sale	136 Salon Rd.	Co9
4/18/08	Sale	2301 Clark St.	Co9
4/19/08	Closing Closing	120 Chadford	Muriela
4/18/08	Release EM	521 Parlock Rd	Jennifer Frye
4/18/08	Closing	521 Parlock Rd.	Jennifer Frye
4/19/08	Closing	130 Candice Green Rd	Ruth Mueller
4/19/08	Closing	103 Lawrence Rd	Ruth Mueller
4/21	Closing	395 Summerwind Pelion	D Salter
4/21	Closing	521 Parlock Rd	Jennifer Frye
4/21	Closing	235 Conder Route	Sue Craggs
4/22	Sale	125 Murray Ridge Farm	T. Bunker
4/22	Closing	4009 Kings D. Newburg	Hartwig

* * * Communication Result Report (Aug. 29. 2008 1:17PM) * * *

1) ASSET REALTY IRMO
2)

Date/Time: Aug. 29. 2008 1:16PM



File No.	Mode	Destination	Page(s)	Result	Page No. Sent
2868	Memory TX	2764178	P. 3	OK	

Reason for error

M. 1) Hang up or line fail	E. 2) Busy
M. 3) No answer	E. 4) No facsimile connection
M. 5) Exceeded max. E-mail size	

Asset Realty, Inc.
IRMO Regional Office
144 Leisure Lane Suite B
Columbia, SC 29210

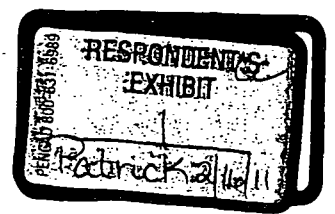


FAX TRANSMITTAL FORM

To: Andy Bowers From: Vanessa Patrick
 Name/Dept: _____ Phone: 803-798-2300 300-0489
 CC: _____ Fax: 803-798-2398
 Phone number: _____ Date Sent: _____
 Fax number: 276-4178 Time Sent: _____
 Number of pages including cover page: 3

Message: Extension requests

Vanessa



ADDENDUM

ADDENDUM DATE 8/29/08

CONTRACT DATED 3/8/08

BETWEEN SELLER

AND PURCHASER Riverpath Investors, LLC

IN REFERENCE TO Wash Lever Rd, TMS # 02900-01-13

THIS ADDENDUM IS HEREBY MADE A PART OF THE ORIGINAL CONTRACT.
BOTH PURCHASER AND SELLER AGREE TO THE FOLLOWING:

J. K. 8/29/08
Pursuant to the attached estimated time frame for obtaining the land disturbance permit from Richland County, Purchaser requests contract be extended to on or before ~~December 31, 2008~~ ^{September 30, 2008}. Purchaser acknowledges that time is of the essence with regards to performance on this contract and extension. Purchaser has demonstrated ability and willingness to expedite due diligence activities to-date, and will continue to expedite the remainder of such activities throughout the extension period.

WITNESS

SELLER

DATE

WITNESS

SELLER

DATE

[Handwritten Signature]

WITNESS

[Handwritten Signature]

PURCHASER

8/27/08

DATE

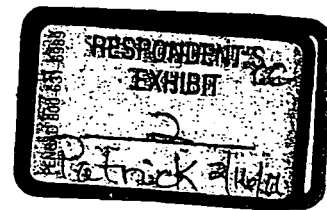
WITNESS

PURCHASER

DATE

Timothy D. Savidge

From: "Laura West" <laurapwest@gmail.com>
To: "Tim Savidge" <tim@bulkinlawfirm.com>
Sent: Wednesday, July 22, 2009 7:19 PM
Subject: Fwd: OFFICIAL ISLAND GIRL another email form Vanessa to Mimi



Begin forwarded message:

From: mimipinner@aol.com
Date: July 22, 2009 4:49:58 PM EDT
To: laurapwest@gmail.com
Subject: Fwd: OFFICIAL ISLAND GIRL

-----Original Message-----

From: Vanessa Patrick <vanessapattick1@hotmail.com>
To: mimipinner@aol.com
Sent: Wed, Sep 10, 2008 2:43 pm
Subject: RE: OFFICIAL ISLAND GIRL

We are still planning to close, but Andy had told me we were not going to be able to get an extension (which we needed since the survey and topo took so long). He told me there was another offer on the table. Now he said that new offer went away, so I am proceeding full steam ahead. Vanessa

To: vanessapattick1@hotmail.com
Subject: Re: OFFICIAL ISLAND GIRL
Date: Wed, 10 Sep 2008 14:03:34 -0400
From: mimipinner@aol.com

Vanessa,

My computer has been down for a few days and just got your e-mail. Are you telling me that your people are not going to close???? After all we have been through with this property???????

Mimi

-----Original Message-----

From: Vanessa Patrick <vanessapattick1@hotmail.com>
To: mimipinner@aol.com
Sent: Fri, 5 Sep 2008 9:13 am
Subject: RE: OFFICIAL ISLAND GIRL

Mimi, I am still working on closing the Lover tract. I had asked Andy if you guys would extend the closing, and he said no problem, now there is a problem! When I found out the surveying was taking longer than planned, I immediately asked about the extension because I either needed to scramble for quicker closing OR continue to work on the engineering. When Andy said no problem on extension, I kept on my same path.

My question to you is, I have spent WELL over \$150K on this due diligence. If I am going to possibly lose the project, who is the party "waiting in the wings" to close it? All I ask is that you put me in contact with them so if I can't pull it out, maybe I can sell them the engineering work I have paid for, such as the topography survey, elevation studies, wetlands studies, etc. That will keep us from losing so much, which will pretty much put me under. The work I have paid for or will soon be billed for is useful to anyone regardless of the nature of their project, and there is no need to duplicate it.

Vanessa



1606 Wilson Road
P.O. Box 553
Newberry, South Carolina 29108

Phone (803) 276-9700
Fax (803) 276-4178

FAX TRANSMITTAL REPORT

DATE: 11/4/08

NAME: Vanessa Patrick

COMPANY NAME: _____

CITY: Cole STATE: SC

FAX #: 732-3083

FROM: Andy Bowers

MESSAGE: _____

TOTAL PAGES INCLUDING COVER SHEET: 3



ONE

Aug. 29. 2008 1:16PM ASSET REALTY IRMO

No. 236E P. 2

ADDENDUM

ADDENDUM DATE 8/29/08

CONTRACT DATED 3/8/08

BETWEEN SELLER

AND PURCHASER Riverpath Investors, LLC

IN REFERENCE TO Wash Lever R.R., TMS # 02900-01-13

THIS ADDENDUM IS HEREBY MADE A PART OF THE ORIGINAL CONTRACT.
BOTH PURCHASER AND SELLER AGREE TO THE FOLLOWING:

8/29/08
Pursuant to the attached estimated time frame for obtaining the land disturbance permit from Richland County, Purchaser requests contract be extended to on or before September 30, 2008 ~~September 30, 2008~~. Purchaser acknowledges that time is of the essence with regards to performance on this contract and extension, Purchaser has demonstrated ability and willingness to expedite due diligence activities to-date, and will continue to expedite the remainder of such activities throughout the extension period.

<u>[Signature]</u>	<u>[Signature]</u>	<u>8/30/08</u>
<u>[Signature]</u>	<u>Jessiah Barber</u>	<u>8/30/08</u>
<u>[Signature]</u>	<u>Laura Pulest</u>	<u>8/30/08</u>
<u>[Signature]</u>	<u>Mary Ellen Bowers</u>	<u>8/30/08</u>
<u>[Signature]</u>	<u>Harold D. McShane</u>	<u>8/30/08</u>
<u>[Signature]</u>	<u>[Signature]</u>	<u>8/30/08</u>
WITNESS	SELLER	DATE
<u>[Signature]</u>	<u>[Signature]</u>	<u>8/30/08</u>
WITNESS	SELLER	DATE
<u>[Signature]</u>	<u>Mely S. Groom</u>	<u>8/22/08</u>
WITNESS	PURCHASER	DATE
_____	_____	_____
WITNESS	PURCHASER	DATE

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

In the Matter of:

Vanessa Patrick,

Appellant,

vs.

South Carolina Department of Labor,
Licensing and Regulation, South Carolina
Real Estate Commission,

Respondent.

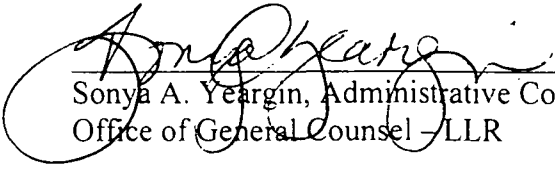
CERTIFICATE OF SERVICE

Docket No.: 11-ALJ-11-0168-AP

I hereby certify that I have this day served a copy of the within **Record on Appeal** upon the person hereafter named, by depositing a copy of the same in an envelope, securely wrapped in the United States mail, by first class mail, properly addressed to the said person hereafter named, at the place and address stated below, which is the last known address for the same:

Vanessa Patrick
1187 Kiblers Bridge Road
Prosperity, SC 29127

SOUTH CAROLINA DEPARTMENT OF LABOR,
LICENSING & REGULATION



Sonya A. Yeargin, Administrative Coordinator
Office of General Counsel - LLR

Columbia, South Carolina

26 April 11

FILED

APR 26 2011

SC ADMIN. LAW COURT

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM THE ADMINISTRATIVE LAW COURT

Docket No. 11-ALJ-11-0168-AP

Vanessa Patrick,Appellant,

v.

South Carolina Department of Labor, Licensing and Regulation,
State Real Estate Commission,Respondent.

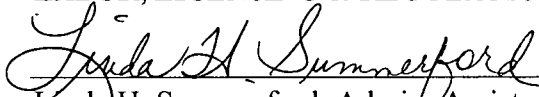
CERTIFICATE OF SERVICE

I hereby certify that I have this day filed the original Respondent's Motion to Strike Appellant's Additional Designation of Matter to be Included in the Record on Appeal and served a copy thereof on the persons hereafter named, by depositing same in an envelope, securely wrapped in the United States mail, by certified mail, properly addressed to the said persons hereafter named, at the places and addresses stated below, which are the last known addresses for same:

The Honorable Jenny Kitchings
Clerk, S. C. Court of Appeals
P. O. Box 11629
Columbia, SC 29211

Vanessa Patrick, Appellant
1187 Kiblers Bridge Road
Prosperity, SC 29127

**SOUTH CAROLINA DEPARTMENT OF
LABOR, LICENSING & REGULATION**


Linda H. Summerford, Admin. Assistant
South Carolina Department of
Labor, Licensing and Regulation
Office of General Counsel

Columbia, South Carolina
May 23, 2012



Nikki R. Haley
Governor

Holly G. Pisarik
Director

South Carolina
Department of Labor, Licensing and Regulation

Division of Legal Services
Office of General Counsel



110 Centerview Drive
Post Office Box 11329
Columbia, SC 29211-1329
Phone: (803) 896- 4470
FAX: (803) 896- 4471
www.llronline.com

May 23, 2012

The Honorable Jenny Kitchings
South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

RECEIVED
MAY 25 2012
SC Court of Appeals

**Re: Vanessa Patrick v. South Carolina Department of
Labor, Licensing and Regulation, Real Estate Commission
Case No.: 11-ALJ-11-0168-AP
Case Tracking No.: 2011203387**

Dear Ms. Kitchings:

Enclosed for filing is the Respondent's Motion to Strike Appellant's Additional Designation of Matter to Be Included in the Record on Appeal. In accordance with Rule 208, SCACR, I am enclosing an original and one (1) copy, and ask that you please stamp a copy as filed and return it in the self-addressed stamped envelope.

Sincerely,

Melina Mann
General Counsel

cc: Vanessa Patrick