

Mar 25 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

PETITION FROM BEAUFORT COUNTY
Court of Common Pleas
The Honorable Jocelyn Newman, Circuit Court Judge

Appellate Case No. 2025-002577
Civil Action No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright Appellant,

v.

Craig Bright Respondent.

**RESPONDENT'S RETURN TO APPELLANT'S
EMERGENCY MOTION TO STAY**

M. Dawes Cooke, Jr., Esquire
Justin P. Novak, Esquire
Jessica W. Stratta, Esquire
P.O. Drawer H
Charleston, South Carolina 29402
Phone: (843) 577-7700
Fax: (843) 577-7708
mdc@barnwell-whaley.com
jnovak@barnwell-whaley.com
jstratta@barnwell-whaley.com

Attorneys for Respondent Craig Bright

Respondent Craig Bright (“Respondent”) respectfully submits this Return to Appellant Diana Janura f/k/a Diana Bright’s (“Appellant”) Emergency Motion to Stay the effect of the trial court’s order granting Respondent’s motions for reconsideration of the order regarding the entry of the Warrant of Attachment filed on December 22, 2025 (“Emergency Motion”). Respondent respectfully requests that this Court deny the Emergency Motion on the grounds that the Court of Appeals has already declared that it does not have the appellate jurisdiction necessary to provide the requested relief. Moreover, even if appellate jurisdiction existed, this Court should deny the requested relief because Appellant has failed to obtain a bond in a sufficient amount to maintain the effect of the Warrant of Attachment during the pendency of any such proceedings.

BACKGROUND

Appellant Diana Janura (“Appellant”) filed the subject civil action on September 3, 2020, asserting causes of action against her former spouse for defamation, outrage, and assault. Respondent Craig Bright (“Respondent”) asserts counterclaims against Appellant for abuse of process, tortious interference with contract, tortious interference with prospective contractual relations, and slander of title. During the action’s pendency, the parties have engaged in a spirited motions and discovery practice. The parties also continue to litigate disputes arising from their divorce decree filed in the Beaufort County Family Court on March 9, 2016.¹

Despite being aware that Respondent had already placed five hundred thousand dollars (\$500,000.00) in insurance proceeds into his attorneys’ trust account for the payment of any settlement or satisfaction of any judgment in the civil action, on October 24, 2023, Appellant submitted—without notice to Respondent—an *Ex Parte* Motion for Attachment seeking the

¹ This includes Appellant’s filing of rules to show cause seeking orders of contempt against Respondent for violations of the divorce decree for failing to make timely child support payments as well as other child custody issues. (See Contempt Order, Nov. 21, 2025, **Exhibit A.**)

encumbrance of the vast majority of Respondent's real and personal property and other financial assets. The request included the petition for an order for a pre-judgment attachment of the equity and proceeds from the prospective sale of Respondent's primary residence, which at the time was on the market for five million one hundred thousand dollars (\$5,100,000.00);² the equity and proceeds from his investment accounts;³ his boat and several cars; and the assets of his two businesses. The motion relied solely upon Appellant's self-serving, optimistic statement that she "seeks to recover a multi-million dollar actual damages award, as well as punitive damages, against [Respondent]" and a portion of a statement made by Respondent to his mother during a recorded phone call five months earlier in which Respondent stated:

... when I get out here I'm going to get out of town *for a while* and try to liquidate. You know, I mean obviously (inaudible) I've got everybody -- everybody in law enforcement and the fire department wanting me, so I'm getting out. So I just need to pick a place to go, you know (inaudible).

(Petition for Warrant of Attachment, Bright Call, 9:1-13, May 2, 2023, **Exhibit B.**) (emphasis added). Of note, Respondent had not sold any of his assets or permanently left South Carolina during the five months between the recorded telephone call and the submission of the motion. Although the motion sought the attachment of millions of dollars in assets, Appellant obtained a surety bond only in the amount of ten thousand dollars (\$10,000.00). (**Exhibit C.**) Nevertheless, the trial court entered the requested Warrant of Attachment on November 29, 2023. (**Exhibit D.**)

² The proceeds from the eventual sale of the residence totaled two million one hundred ninety-four thousand eight hundred thirty-four and 21/100 dollars (\$2,194,834.21), which was placed in his attorneys' trust account pursuant to the Warrant of Attachment along with the five hundred thousand dollars (\$500,000.00) in insurance proceeds. Respondent currently has \$2,980,676.38 in encumbered funds that are being held in his attorneys' trust account with the increase resulting from proceeds arising from the sale of his vehicles.

³ On August 28, 2025, Respondent's encumbered Charles Schwab trading account held a total value of \$4,328,739.89. Moreover, Respondent remains unable to address a lien on his Charles Schwab trading account causing thousands of dollars in continuing monthly losses.

Respondent first learned of the motion and Warrant of Attachment when his attorneys received a courtesy copy provided to the Beaufort County Sheriff for service on November 29, 2023. On December 22, 2023, Respondent timely filed a Motion and Memorandum in Support to Vacate and Discharge Warrant of Attachment on the grounds that (1) the *ex parte* motion did not specify the amount of the claim and the property attached is excessive to secure the claim, (2) Appellant failed to make a showing sufficient to support attachment of the property, (3) the Warrant of Attachment violates South Carolina law because it is based upon a defamation cause of action against a resident of South Carolina, (4) the Warrant of Attachment was issued irregularly and improvidently, and (5) the bond issued by Appellant was insufficient. **(Exhibit E.)** Almost a year later, on October 8, 2024, Appellant filed a Memorandum in Opposition to Defendant's Motion and Memorandum in Support to Vacate and Discharge Warrant of Attachment.

After a hearing on October 9, 2024, the trial court filed an Order dissolving and releasing the Warrant of Attachment on October 17, 2024. That same day, the trial court filed an Amended Order clarifying that the circuit court intended to revise and amend the Warrant of Attachment, not dissolve and release the Warrant of Attachment. **(Exhibit F.)** On October 28, 2024, Respondent timely filed a Motion for Reconsideration of Order Regarding Warrant of Attachment including a request to allow Respondent to access funds to pay monthly expenses such as taxes, child support, legal fees, and utilities and meet his regular financial obligations while the civil action is pending. **(Exhibit G.)** Despite contending in the family court that Respondent should be held in contempt for failing to pay child support, on October 30, 2024, Appellant filed a Memorandum in Opposition to Defendant's Motion for Reconsideration of Order Regarding Warrant of Attachment.

On December 19, 2024, prior to any consideration of the motion for reconsideration, Respondent filed a Second Motion for Reconsideration of Order Regarding Warrant of Attachment seeking additional modifications to the Warrant of Attachment, including to dissolve the attachments on all of his assets other than the two million six hundred ninety-four thousand eight hundred thirty-four and 21/100 dollars (\$2,694,834.21) in his attorneys' trust account. **(Exhibit H.)** On January 6, 2025, Appellant filed a Memorandum in Opposition to Defendant's Second Motion for Reconsideration. On June 9, 2025, Respondent also filed an Emergency Motion and Memorandum in Support to Amend or Discharge Warrant of Attachment to allow Respondent to use Eighty-Six Thousand Four Hundred Twenty-Two and 00/100 Dollars (\$86,422.00) of the funds currently held in the trust account to satisfy state and federal tax payments owed on or before June 16, 2025, and to dissolve the restrictions on his assets now that Appellant had filed an offer of judgment for an amount less than that held in his attorneys' trust account. **(Exhibit I.)** On February 19, 2025, the trial court heard arguments on Respondent's First and Second Motions for Reconsideration. The trial court took the three motions under advisement pursuant to the Form 4 Order filed on February 20, 2025. **(Exhibit J.)**

On December 22, 2025, the trial court issued an order granting Respondent's two motions for reconsideration and dissolving the Warrant of Attachment. **(Exhibit K.)** Appellant immediately filed a Motion to Alter or Amend Orders on December 22, 2025. Less than an hour later, Appellant filed a notice of appeal of the Orders. Appellant later filed an amended notice of appeal withdrawing the appeal of an admittedly interlocutory order.

On January 5, 2026, the Court of Appeals *sua sponte* issued correspondence requesting memoranda addressing whether the subject orders are immediately appealable. After Appellant filed Appellant's Memorandum of Law Regarding Appealability of Orders, on March 23, 2026,

the Court of Appeals filed an Order dismissing the appeal without prejudice as premature and remanding the matter for a ruling on Appellant's Motion to Alter or Amend Orders. On March 24, 2026, Appellant filed an Emergency Motion to Stay the effect of the trial court's order granting Respondent's motions for reconsideration of the order regarding the Warrant of Attachment. Respondent now files this Return to Appellant's Emergency Motion to Stay.

APPLICABLE LAW

"Upon the service of the notice of appeal, the appellate court shall have exclusive jurisdiction over the appeal; the lower court or administrative tribunal shall have jurisdiction to entertain petitions for writs of supersedeas as provided by Rule 241." Rule 205, SCACR. "Nothing in these Rules shall prohibit the lower court, commission or tribunal from proceeding with matters not affected by the appeal." Id. "Where an order is interlocutory, and thus not appealable, the notice of intent to appeal does not transfer jurisdiction to this Court, nor does it stay further proceedings in the lower court." S.C. Pub. Serv. Auth. v. Arnold, 287 S.C. 584, 586, 340 S.E.2d 535, 536 (1986).

Similarly "the service and filing of a Notice of Appeal before the filing of timely post-trial motions under Rule 59 by any party does not deprive the lower court of jurisdiction to consider the motions." Hudson v. Hudson, 290 S.C. 215, 349 S.E.2d 341 (1986). This is because the purpose of a Rule 59(e) motion is to allow the trial court to retain jurisdiction to entertain a request to alter or amend the judgment or reconsider the issues and arguments. Elam v. South Carolina Dept. of Transportation, 361 S.C. 9, 21, 602 S.E.2d 772, 778 (2004). As a result, motions filed under Rule 59, SCRCF, simultaneously with or subsequent to the filing of a Notice of Appeal will result in the dismissal of the appeal without prejudice. Hudson, 290 S.C. 215, 349 S.E.2d 341. As the trial court retains jurisdiction, the filing of a motion under Rule 59, SCRCF, also does not stay

proceedings to enforce a judgment pursuant to Rule 241, SCACR. Haselden v. Haselden, 347 S.C. 48, 552 S.E.2d 329 (Ct. App. 2001).

ARGUMENT

A. The Court of Appeals Does Not Have Appellate Jurisdiction to Grant the Emergency Motion

Appellant petitions this Court pursuant to Rule 240, SCACR, for an emergency stay of the effect of this Court's order dismissing her appeal for lack of appellate jurisdiction because Appellant filed the notice of appeal prematurely on the sole ground that the lack of a stay will mean that the trial court's order remains in effect while the trial court considers Appellant's motion for reconsideration. This Court's dismissal of the appeal for lack of appellate jurisdiction, however, has already declared that the notice of appeal never transferred jurisdiction of this matter to the Court of Appeals and that jurisdiction remains with the trial court. S.C. Pub. Serv. Auth., 287 S.C. at 586, 340 S.E.2d at 536; see also State v. Reece, No. 2018-UP-022, 2018 S.C. App. Unpub. LEXIS 16 (Ct. App. Jan. 10, 2018) (collecting cases); Limehouse v. Hulsey, 404 S.C. 93, 104, 744 S.E.2d 566, 572 (2013) ("Without jurisdiction, a court cannot proceed at all in any cause; jurisdiction is the power to declare law, and when it ceases to exist, the only function remaining to a court is that of announcing the fact and dismissing the cause."). As a result, this Court cannot grant Appellant's petition because the notice of appeal never transferred jurisdiction of this matter to the Court of Appeals and jurisdiction remains with the trial court.

B. Appealability of Order Dissolving Warrant of Attachment

Even if appellate jurisdiction existed, this Court should deny the requested stay because Appellant has failed to obtain a bond or undertaking sufficient to secure the costs and damages Respondent may sustain by reason of the attachment during the pendency of any such proceedings. In order to issue an attachment, South Carolina courts "shall require a written undertaking on the

part of the plaintiff, with sufficient surety, to the effect that if the defendant recover judgment or the attachment be set aside by order of the court the plaintiff will pay all costs that may be awarded to the defendant and all damages which he may sustain by reason of the attachment, not exceeding the sum specified in the undertaking[.]” S.C. Code §15-19-80. The failure to require such a bond is a fundamental defect in the proceeding requiring an order vacating the attachment. Guckenheimer v. Dryfus, 43 S.C. 443, 446, 21 S.E. 331, 332 (1895); Harrison v. Morris, 370 F.Supp. 142, 146 (D.S.C. 1974); see also Atwood Agency v. Black, 374 S.C. 68, 73, 646 S.E.2d 882, 884 (2007) (interpreting the same bond requirement for a preliminary injunction: “The circuit court’s order requiring only a nominal security bond does not satisfy Rule 65(c) because it erroneously assumes the injunction is proper instead of providing an amount sufficient to protect appellants in the event the injunction is ultimately deemed improper.”). Similarly, Rule 241(c)(3), SCACR, provides that a stay may be conditioned upon such terms, including but not limited to the filing of a bond or undertaking, as deemed appropriate.

In this case, Appellant posted a bond in the amount of \$10,000. At the time of the entry of the attachment, that bond was grossly insufficient to secure the costs and damages that would be sustained by Respondent by reason of the attachment, which encumbered millions of dollars of his assets.⁴ When the trial court dissolved the attachment, the encumbrance had been in effect for over two (2) years without a sufficient bond as Respondent has already suffered damages in excess of \$300,000. (**Exhibit L.**) Accordingly, the current bond is patently insufficient to indemnify Respondent for the damages incurred by reason of the entry of the Warrant of Attachment.

In addition to violating the attachment statute, the lack of a sufficient bond also violates the South Carolina Supreme Court’s reasoning for holding that a valid appeal stays dissolution of

⁴ See n.1 & n.2, supra.

an attachment. In Melton v. Walker, 209 S.C. 330, 40 S.E.2d 161 (1946), the South Carolina Supreme Court first addressed the novel issue of whether an appeal from an order dissolving a warrant of attachment stays proceedings upon the order. In that case, the South Carolina Supreme Court analyzed the facts particular to the case, including the pursuit of a property damage claim to a vehicle, along with the statute creating the right to obtain a warrant of attachment. The Melton Court determined that, with such facts, the statute “contemplates that the appeal stays dissolution of the attachment until it is decided, dismissed or abandoned.” The Court reasoned that the “hardship upon the defendant is not real because he had his remedy for release of the property by the filing of a replevin bond [and] his rights are protected by the bond given by the plaintiff . . . to procure the attachment.” See also Lebovitz v. Mudd, 289 S.C. 476, 347 S.E.2d 94 (1986) (citing Melton v. Walker, 209 S.C. 330, 40 S.E.2d 161 (1946)).

Unlike the defendant in Melton, the warrant of attachment in the instant case secures a highly contested, unliquidated tort claim, the hardship upon Respondent is real, and his interests are not protected by the bond provided by Appellant. Pursuant to the Warrant of Attachment, Respondent currently has \$2,980,676.38 in encumbered funds that are being held in his attorneys’ trust account and is prohibited from accessing his Charles Schwab trading account, which recently held a total value of \$4,328,739.89. Moreover, Respondent remains unable to address a lien on his Charles Schwab trading account causing thousands of dollars in continuing monthly losses totaling over \$50,000. As a result, even if appellate jurisdiction existed, this Court should deny the requested relief because Appellant has failed to obtain a bond in a sufficient amount to maintain the effect of the Warrant of Attachment during the pendency of any such proceedings.

CONCLUSION

For these reasons, Respondent respectfully requests that this Court deny the Emergency Motion on the grounds that the Court of Appeals has already declared that it does not have the appellate jurisdiction necessary to provide the requested relief. Even if appellate jurisdiction existed, Respondent would respectfully request that this Court deny the requested relief because Appellant has failed to obtain a bond in a sufficient amount to maintain the effect of the Warrant of Attachment during the pendency of any such proceedings.

Respectfully submitted,

**BARNWELL WHALEY PATTERSON &
HELMS, LLC**

/s/ Justin P. Novak

M. Dawes Cooke, Jr., Esquire

Justin P. Novak, Esquire

Jessica W. Stratta, Esquire

P.O. Drawer H

Charleston, South Carolina 29402

Phone: (843) 577-7700

Fax: (843) 577-7708

mdc@barnwell-whaley.com

jnovak@barnwell-whaley.com

jstratta@barnwell-whaley.com

Attorneys for Respondent Craig Bright

PROOF OF SERVICE

I certify that I have served the ***RESPONDENT'S RETURN TO APPELLANT'S EMERGENCY MOTION TO STAY*** on the above-referenced parties by email in accordance with the South Carolina Supreme Court's Order re: Methods of Electronic Filing and Service Under Rule 262 of the South Carolina Appellate Court Rules (As Amended May 6, 2022) on March 25, 2026 addressed to their attorneys of record:

Counsel for Respondent

Thornwell F. Sowell, III, Esquire
Bess J. DuRant, Esquire
SOWELL & DURANT, LLC
1325 Park Street, Suite #100
Columbia, SC 29201
bsowell@sowelldurant.com
bdurant@sowelldurant.com

Thomas C. Davis, Esquire
HARVEY & BATTEY, PA
PO Drawer 1107
1001 Craven Street (29902)
Beaufort, SC 29901
tdavis@harveyandbattey.com

**BARNWELL WHALEY PATTERSON
& HELMS, LLC**

/s/ Justin P. Novak
M. Dawes Cooke, Jr., Esquire
Justin P. Novak, Esquire
Jessica W. Stratta, Esquire
P.O. Drawer H
Charleston, South Carolina 29402
Phone: (843) 577-7700
Fax: (843) 577-7708
mdc@barnwell-whaley.com
jnovak@barnwell-whaley.com
jstratta@barnwell-whaley.com

Attorneys for Respondent Craig Bright

STATE OF SOUTH CAROLINA

COUNTY OF BeaufortDiana Bright

Plaintiff,

vs.

Craig Bright

Defendant.

IN THE FAMILY COURT
14th JUDICIAL CIRCUITJUDGMENT IN A
FAMILY COURT CASEDocket No. 2015-DR-07-286 & 2016-DR-07-778

Submitted by:

Judge Zimmerman

Attorney for ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant ☐ GAL

DECISION BY COURT (check all that apply)

- ☒ This action came to trial, hearing or was resolved by consent and an order was rendered.
☐ This action has been dismissed pursuant to ☐ Rule 12(b), SCRPC ☐ Rule 41(a), SCRPC
☐ Rule 43(k), SCRPC ☐ Family Court Benchmark
☐ Other: _____

IT IS ORDERED AND ADJUDGED: ☒ See attached order; ☐ Statement of Judgment by the Court:☐ Additional information for Clerk: _____

ORDER INFORMATION

This is a ☐ Temporary ☒ Final order. If Final, does this order end the case? ☒ Yes ☐ No
 Support ☐ is not ordered ☒ is ordered, and it is to be paid ☐ through the court. ☒ directly to the CP.

Case number under which support is paid if different from this one: _____

This order involves the immediate ☐ issuance ☐ dismissal of a bench warrant, or ☐ does not apply.☐ The following motions are ended by this order (include motion filing date): _____☒ This order adds or dismisses the following parties to this case:☐ dismiss ☐ add: The Law Office of Bacot and ☐ dismiss ☐ add: _____Padgett

INFORMATION FOR THE JUDGMENT INDEX/TRANSCRIPT OF JUDGMENT (§ 20-3-670(B)(1))

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information to enroll, indicate "N/A" in one of the boxes below.

Judgment In Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount to be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the South Carolina Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: title abstractors and researchers should refer to the official court order for judgment details.

Family Court Judge

4185

Judge Code

November 19, 2025

Date

SCRPC Form 4E (12/2011)

EXHIBIT A

FOR CLERK OF COURT OFFICE USE ONLY

This judgment was entered on the _____ and a copy mailed first class or placed in the appropriate attorney's box on _____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEYS FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: _____

Custodial Parent (if applicable): _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)
Diana Bright n/k/a Diana Januara)
) Plaintiff,)
)
vs.)
)
Craig Jeremy Bright)
) Defendant.)

IN THE FAMILY COURT
FOURTEENTH JUDICIAL CIRCUIT

CONTEMPT ORDER

2015-DR-07-286
2016-DR-07-778

Plaintiff Attorney: Katherine Ferguson

Defendant Attorney: Marshall L. Horton

Guardian ad litem: NA

Date of Hearing: November 5, 6, and
21, 2025

Judge: Mindy W. Zimmerman

Court Reporter: Cathy Young (5 & 6)

WebEx (21)

This matter came before me for a two-day trial that involved cross contempt actions. Both parties were present in the Courtroom for the entirety of the trial, along with their respective counsel as outlined hereinabove. At the conclusion of the trial, I issued a bench order advising the parties to return to the Beaufort County Courthouse on Friday, November 21, 2025 for a hearing at 8:30am to receive the Court's ruling. That portion of the proceeding was captured via WebEx in the Virtual Courtroom of the undersigned via the Technology Enhanced Courtroom (TECH).

PROCEDURAL BACKGROUND

These parties were divorced at a hearing before The Honorable Judy L. McMahon on March 9, 2016, with the signed order having been filed with the Beaufort County Clerk of Court on March 9, 2016. That Divorce Decree approved and incorporated the parties' written agreement, which detailed all of the provisions of their agreement regarding custody, support, their waivers of alimony, and the dissolutions of their marital estate. The agreement expressly included a waiver of any rights to appeal. In addition, the agreement included language regarding the operations of BNC Holdings, LLC, which was a significant marital asset that at the time owned six parcels of real estate. Per the agreement, the business would continue to operate until such time the parties could agree on an allocation of that real estate. If they couldn't agree, then the parties would participate in a mediation that would turn into binding arbitration to resolve such. Upon

completion, per the agreement, both parties would cooperate in having the arbitrator's award made a final order.

On June 17, 2016, Diana Bright n/k/a Diana Januara, filed a new action seeking, among other things, to address child related issues. That action was resolved by a Final Consent Order closing the case, that was executed by The Honorable Deborah A. Malphrus on September 18, 2017, and filed with the Beaufort County Clerk of Court on September 18, 2017. All the previous provisions of the parties' Final Decree of Divorce remained in full force and affect; however, the new order also included the following relevant provision: "Father shall not have any contact with Mother by any means except through her attorney." That order also included an attorney fee award that is relevant to the current contempt action.

For reasons that are neither clear, nor relevant to the questions at hand, the parties significantly delayed a resolution of the BNC Holdings, LLC issue. On November 4, 2019, they participated in the hybrid mediation/arbitration with Patricia Wilson of Dixon Hughes Goodman in Charleston, South Carolina. Some issues were resolved by agreement, but ultimately, the arbitrator had to decide how to divide the real estate. On January 5, 2020, Patricia Wilson issued a written arbitration award that included the parties' agreement, along with the decision of the arbitrator on all contested matters. Despite the agreement that the parties would cooperate in confirming the award and making it a final order, Craig Bright objected to the award and filed motions with the Court seeking to interfere with its approval and/or change the allocation of property. These motions were denied, and on March 9, 2021, The Honorable Gerald C. Smoak, Jr. approved the arbitration award, which was reduced to a written order filed with the Beaufort County Clerk of Court on May 26, 2021.

Despite his waiver of any right to appeal the award, Craig Bright filed an appeal with the South Carolina Court of Appeals. In an Unpublished Opinion under 2023-UP-037, the South Carolina Court of Appeals affirmed the trial court, and on February 1, 2023, the Clerk of the Court of Appeals issued a remittitur. Craig Bright immediately sought certiorari, which was initially granted, but in 2025-MO-027, the Supreme Court dismissed the appeal, and on February 5, 2025, the Clerk of the South Carolina Supreme Court likewise issued a remittitur stating that the Court was dismissing the case, finding that certiorari was improvidently granted.

During the process of the appeal, BNC Holdings, LLC continued to operate the business as it previously had, except that the parties did sell the property located at 23B Shelter Cove, Hilton



Head Island, South Carolina. The parties both concur that the proceeds from that sale were distributed appropriately and there is nothing before me in the present case related to that transaction.

On April 8, 2025, Diana Bright n/k/a Diana Januara filed a Petition with the Court seeking a Rule to Show Cause against Craig Bright for the following alleged violations of the court's order: failure to timely pay child support, failure to pay child support through State Disbursement Unit, failure to abide by restraining orders, which prohibited harassment and eventually barred all contact, failure to pay the court-ordered attorney fees, failure to produce a statement of the American Express points, failure to transfer one-half of the American Express points, failure to divide and dissolve BNC Holdings, LLC, failure to execute quitclaim deeds, and failure to reimburse the cash flow shortages into BNC Holdings, LLC. In addition, she requested attorney fees, accounting fees, and other costs associated with the Rule to Show Cause. It is also important to note that her petition seeks to hold Mr. Bright in not only civil, but also criminal contempt. The Court issued a Rule to Show Cause on April 11, 2025.

On October 8, 2025, Craig Bright filed a Petition with the Court seeking a Rule to Show Cause against Diana Bright k/n/a Diana Januara for failing to pay \$619,754.00 pursuant to the arbitration award, which was required in order to equalize the division of the property owned by BNC Holdings, LLC in violation of the court's order. He also sought fees and costs.

Following the filings of these rules, there have been various difficulties resulting in two continuances and a contested hearing on a motion to compel discovery filed by Mr. Bright. All issues raised in both petitions were; however, fully litigated before the undersigned on November 5 and 6, 2025 in the Beaufort County Courthouse.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Based upon due consideration of the evidence presented, argument of counsel, and review of the filings, I do hereby make the following findings of fact and conclusions of law:

1. Jurisdiction and venue are proper here in Beaufort County.
2. As the trier of fact, I have an obligation to gauge the credibility of each witness before the Court, and I hereby make certain specific findings of fact as to the credibility of each of the four witnesses that testified in the order of their testimony:



- a. Diana Bright k/n/a Diana Januara testified extensively about the hardships she has experienced from the years of contact by Craig Bright since their divorce. She testified that she wants the communication to stop, and yet, most of the communication is via text message or email, both of which she could have easily blocked, but chose not to do. Further, she testified that the delay in addressing some of the communication was that she was tired of litigation and wants to be finished with Court. Despite this testimony, she has filed a lawsuit in the Court of Common Pleas seeking monetary compensation for alleged defamation of her by Craig Bright¹. While she has every right to file litigation in another court, and the findings here are in no way a comment on the legitimacy of that cause of action, her decision to file such litigation, and pursue it for over five years seems to discredit the testimony that she wants to put an end to litigation with her ex-husband. The final concern with Ms. Januara's veracity relates to BNC Holdings, LLC. She complains about Mr. Bright's delay in dissolving this asset, yet she has been equally complacent. According to the arbitration award, she testified there that she had the funds readily available in savings to pay the \$619,754.00 she was required to pay Mr. Bright for purposes of equalizing the division. Further the arbitration award makes it clear that such funds were to be paid within sixty (60) days of the award, and would not be delayed; however, here we are five years later and nothing had been paid towards this division. For these reasons, I find her to have questionable credibility.
- b. Jeffery Kinard, who was declared by agreement of the parties to be an expert in accounting, forensics, and business valuation, was an extremely credible witness. He testified about his process and clearly articulated the work he has

¹ The Final Consent Order Ending Case in 2016-DR-07-778 included the following language, which certainly would prohibit defamation: "Neither party shall in any way- to include via social media- harm, disturb, harass, trouble, or interfere with the other party." The presence of this prohibition would have given Plaintiff, Diana Januara, relief in the current action without the need to initiate separate litigation for defamation.



done to account for the actions of the parties since the arbitration award. His calculations summarize what actually transpired since that time, but also explained the costs and benefits to each party of these actions. This resulted in a detailed explanation of what it would take to put the parties in the position they would have been if had they followed the Court's order. Further, he also discussed the tax consequences of such, despite the fact that those tax consequences actually benefit the opposing party. This demonstrated to the Court that Mr. Kinard was loyal to the math and displayed the veracity of his character.

- c. Ann Rosell, who was declared by agreement of the parties to be an expert in accounting, also appeared to be a truthful witness. Her testimony validated the data used by Mr. Kinard; however, the Court discounts her testimony, because her premise is inherently flawed. She attempted to calculate an equitable apportionment of these properties today, as if the parties were supposed to be equal partners for the past five years. The division should have occurred by now, but she relied on the lump sum cash buyout that was awarded based upon the circumstances that existed in 2020 and then seeks to apply interest to that lump sum. Such a result would give Mr. Bright the benefit of five years of intentional delay, with a windfall reward now for his misconduct. That result would ignore the arbitration award and subsequent agreement, and it would completely disregard the objective of the Family Court, which in regards to equitable apportionment is to sever all joint interest in the property as completely as possible. *Johnson v. Johnson*, 285 S.C. 308, 329 S.E.2d 443 (Ct. App. 1985). For these reasons, despite the fact that the witness appears to be truthful, it was necessary to disregard her testimony.
- d. Craig Bright appeared before this court devoid of credibility. This father, who professed his love and concern for his children, despite having extensive resources, has blatantly refused to pay child support timely for the entire decade since his divorce. On May 1, 2023, he signed a financial declaration reflecting \$87,998.00 in monthly income. During the trial, he submitted an updated financial declaration reflecting substantially less income, but still sufficient



funds to pay this obligation, and yet he fails to pay \$3,000.00 per month in child support. He talked extensively about what a savvy businessman he is, claiming that he has always been the one to negotiate all leases and other real estate deals, yet he claims that cannot figure out how to sign up for the State Disbursement Unit, which is the child support system frequently used by men and woman of various backgrounds and with varying levels of education, without issue, all around the State of South Carolina. He filed an appeal of this litigation, which was meritless. By his own email², he indicates it was a “tactic” “to stretch out everything.” He also stated that he “appreciate[d] the interest free loan she provides.” He claims that he struggles to resist the urge to communicate with his ex-wife, because of his “heart-felt” emotions and his desire to catch even a small glimpse of his children, but he has been able to control his behavior and communicate appropriately in the business transactions that have made him a very wealthy, successful man. After all, this court has to judge him based upon his actions over the past decade, and not the words from his testimony, that all appear to be self-serving and hollow.

3. As will be explained further hereinbelow, this Court finds it necessary to appoint a sequestrator. These parties have utilized the services of numerous attorneys at various times throughout this divorce, the appeals, and the civil litigation. Further, it is to be expected that they have dealt with numerous real estate attorneys in their various ventures. In order to avoid even the appearance of a conflict with either party, I find it appropriate to use the services of a law firm outside of the South Carolina low country. Thus, I hereby appoint The Law Firm of Bacot & Padgett, LLC, located at 414 Monument St., Ste. C, Greenwood, South Carolina 29646 to be the sequestrator and have the responsibilities designated hereinbelow.

² Plaintiff's Exhibit 10



- a. The Law Firm of Bacot and Padgett, LLC shall be compensated for services rendered as follows:
 - i. \$400.00 per hour for attorney services
 - ii. \$150.00 per hour for the services of legal assistants
 - iii. Actual reimbursement for any expenditures, including costs of any professional that needs to be hired.
 - b. All services related to the child support issue shall be billed exclusively to Defendant, Craig Bright, and may be paid from the investment account created hereinbelow. This shall include any funds spent on enforcement of this order.
 - c. All services billed for time spent on the allocation of property from BNC Holdings, LLC shall be billed against each individual piece of property and paid by the person to whom that property was allocated.
 - d. The parties shall timely pay bills for the services of the sequestrator.
4. Contempt of Court is the willful disobedience of an order of the court. "A willful act is defined as one done voluntarily and intentionally with the specific intent to do something the law forbids, or with the specific intent to fail to do something the law requires to be done; that is to say, with bad purpose either to disobey or disregard the law." *Spartanburg County Dept. of Social Services v. Padgett*, 296 S.C. 79, 82–83, 370 S.E.2d 872, 874 (1988). "Contemptuous behavior is conduct that tends to bring the authority and administration of the law into disrespect." *Ex parte Stone v. Reddix-Smalls*, 295 S.C. 514, 516, 369 S.E.2d 840, 840–41 (1988). "Where there is deliberate purpose to corrupt administration of justice, accompanied by definite overt act on part of contemnor, designed to carry purpose into effect, notwithstanding failure of design, one is guilty of contempt..." *State v. Bowers*, 270 S.C. 124, 132, 241 S.E.2d 409, 412 (1978). "Intent is a necessary element in criminal contempt." *State v. Scott*, 269 S.C. 542, 546, 238 S.E. 2d 217, 218–19 (1977).
5. With regards to the failure to pay child support: I find the Defendant, Craig Bright, in willful criminal contempt. Despite his resources, he has blatantly and intentionally refused to support his children, repeatedly. He uses his child support obligation as some type of incentive to try to force Ms. Januara into having continued communication with him, implying that he needs to speak with her each month about



the support before he can pay it. On occasions, he pays fractions of the support obligation, through various means, forcing her to have to exert extra effort to keep a tally on what has actually been paid. Each time she files a contempt action, and she testified that this was the seventh such action, on the eve of trial, he pays the full balance of the support obligation that he had previously refused to pay. Despite previous contempt sanctions, he has again disregarded the plain directive of the court to pay his support, which was set by agreement of the parties.

6. Because Mr. Bright's actions with regards to his child support obligation have been so blatant, repetitive, and defiant, the Court finds it appropriate to issue a rather unique sanction for the contempt. It is the hope of the undersigned that this sanction will resolve the issue on a permanent basis. Towards that end, the Court has calculated the total anticipated child support obligation for Craig Bright, and I hereby require that sum be turned over in full to The Law Firm of Bacot & Padgett, LLC as sequestrator for the funds to be invested and used to pay child support as further detailed hereinbelow:

- a. The parties agreed to specifically set child support at \$3,000³ per month, with the agreement that the support "will decrease by one-third upon the emancipation of each child, as defined by and pursuant to South Carolina statute."
- b. The Court anticipates that the children will each emancipate as a result of their high school graduation in May following their eighteenth birthday, which would result in a total obligation of \$174,000.00, based upon the following calculations:

³ "The parties acknowledge[d] that their combined income [wa]s greater than as provided pursuant to the South Carolina Child Support Guidelines statute and, further, that this amount of child support may be greater, and therefore a deviance from, a strict 'Guidelines' calculation." See Final Order Approving Final Settlement Agreement and Decree of Divorce filed March 9, 2016 in 2015-DR-07-286.



Anticipated Total if Children Emancipate in May (graduation) following their 18th Birthday:

	2025	2026	2027	2028	2029	2030	2031	2032	2033	GRAND TOTAL
January		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
February		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
March		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
April		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
May		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
June		\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00		
July		\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00		
August		\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00		
September		\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00		
October		\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00		
November		\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00		
December	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00		
TOTALS	\$3,000.00	\$36,000.00	\$29,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$17,000.00	\$12,000.00	\$5,000.00	\$174,000.00

- c. The Court also recognizes that it is possible that child support could continue until they turn nineteen, at the latest. For purposes of calculating the total due of \$187,000.00, the Court uses that latest date of emancipation to ensure the account is fully funded (see chart below).

Anticipated Total if Children Emancipate upon their 19th Birthday:

	2025	2026	2027	2028	2029	2030	2031	2032	2033	GRAND TOTAL
January		\$3,000.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
February		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
March		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
April		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
May		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
June		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
July		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
August		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
September		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
October		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00		
November		\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00		
December	\$3,000.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00		
TOTALS	\$3,000.00	\$36,000.00	\$36,000.00	\$25,000.00	\$24,000.00	\$24,000.00	\$22,000.00	\$12,000.00	\$5,000.00	\$187,000.00

- d. Upon receipt of the total fund, the sequestrator shall invest the full amount in an annuity or other appropriate income earning account. While the sequestrator should strive to find an account that is high yielding, it is necessary to also ensure that the account can make monthly payments as instructed by the sequestrator and to ensure that the account is safe and stable and should not unnecessarily risk the investment just to achieve a nominally higher rate.

- e. Neither party may have direct access to the investment. The sequestrator will control the distribution of funds.
- f. Both parties must always keep the sequestrator updated as to their contact information and shall cooperate with the sequestrator in a timely manner.
- g. The parties are hereby required to immediately provide the sequestrator with the full names and full dates of birth of each child.
- h. The initial support payments of \$3,000.00 will begin December 1, 2025 and continue on the first day of each month thereafter. All parties should understand that the first payment cannot be sent by the sequestrator until the funds are deposited with the sequestrator.
- i. Payments will decrease by \$1,000 on the 1st day of the month following each child turning 18, unless prior to the 18th birthday of the child, Ms. Januara provides proof that such child is still enrolled in high school.
- j. If the child is in school, then the payment will decrease by \$1,000 on the 1st day of the month of June immediately following each child's 18th birthday, unless Ms. Bright provides proof that such child is still enrolled in high school; provided however, that support must be reduced at the very latest on the 1st day of the month of June that immediately follows that particular child's 19th birthday.
- k. Should, as a result of a Court finding a substantial change in circumstances, the support obligation be altered, the parties have an affirmative duty to immediately notify the sequestrator of the change in the support obligation, so that the payments may be altered to reflect the new order.
- l. If child support is ever increased by the Court, or for some other reason it becomes evident that the annuity is underfunded, the sequestrator may request additional funds be deposited by the Defendant, Craig Bright, in order to appropriately fund the annuity, and he must comply within 10 days of such request.
- m. All growth will be held by the investment account until the emancipation of the last child.



- n. Upon the emancipation of the last child, the sequestrator shall close the investment account and disburse all remaining funds to the Defendant, Craig Bright.
 - o. The sequestrator shall be compensated for the time spent managing the account and the disbursements from the account, on a consistent basis, at the hourly rate set forth hereinabove; provided however, that they must keep a record of time spent and provide an accounting of the same to the Defendant, Craig Bright, upon his request.
 - p. The management of this investment will span over a period of eight years, and the Court finds it reasonable to estimate that the sequestrator will spend at least fifty (50) hours in the management of this investment over that time, thus an additional \$20,000.00 should be deposited as an upfront retainer for the sequestrator's services. These funds may also be deposited into the income earning accounts and held there until earned by the sequestrator.
 - q. From this date forward, any money sent directly to the Plaintiff, Diana Januara, by the Defendant, Craig Bright, will be treated as a gift from the Defendant to the Plaintiff and will not be credited towards any court-ordered child support obligation.
7. With regards to his failure to pay support through the State Disbursement Unit, I find the Defendant, Craig Bright, in civil contempt of court. He is hereby sentenced to six (6) months in jail, but he may purge that sentence by transferring the sum of \$207,000.00 to The Law Firm of Bacot & Padgett, LLC as sequestrator in order to fully fund the child support investment account outlined hereinabove. Immediately following the hearing on November 21, 2025, the Court will provide counsel for both parties, via electronic mail, the wiring instructions for the sequestrator in order to expedite the transfer. Upon receipt of the funds, The Law Firm of Bacot & Padgett, LLC as sequestrator may provide the Clerk of Court for Beaufort County with a written affidavit confirming the receipt of such, and that shall be sufficient to satisfy the purge and release the Defendant, Craig Bright, from jail. This affidavit may be sent by electronic mail from either Attorney Adam Bacot or Attorney James Graham Padgett, III. The sentence shall begin on November 21, 2025, immediately following the



announcement of this order at the hearing where he shall be taken into custody. Defendant, Craig Bright, should be aware that this process to purge this portion of his contempt sentence is contingent upon the sequestrator's bank alerting the sequestrator of receipt of the wired funds(as opposed to notice that the funds have left the Defendant's account), the sequestrator's ability to communicate receipt of the funds to the Clerk of Court, and for the Clerk of Court to process the sequestrator's affidavit.

8. There is no doubt that the Defendant, Craig Bright, has failed to abide by restraining orders, as he has continued to communicate with Ms. Januara via text message and email. He has sent her videos via email. He has driven past her house. All of this conduct was clearly inappropriate and clearly in violation of the court order; however, as mentioned hereinabove, so much of the heartburn caused by these communications could have been easily avoided by the Plaintiff, Diana Januara, simply blocking the communication. The exception of course being the one incident when he drove past the Plaintiff's home, and for this incident there is no justifiable excuse. I hereby find the Defendant, Craig Bright, in willful contempt of court and sentence him to twenty (20) hours of community service, which must be done in Beaufort County at a registered 501(c)(3), and must be completed on or before December 1, 2026. Should the Defendant fail to submit proof of completion of this community service to the Beaufort County Clerk of Court by December 1, 2026, then the Clerk of Court shall issue an arrest warrant, at which time the Defendant will serve twenty days in jail in lieu of the twenty hours of community service.
9. The Plaintiff, Diana Januara, is hereby admonished that she should block the phone number and email address of the Defendant, Craig Bright, to avoid further unwarranted communication.
10. The Defendant, Craig Bright, has also harassed the Plaintiff, Diana Januara, in the way he has made partial child support payments, as outlined herein above in the discussion regarding child support. His act of making various partial payments via a variety of methods was not an effort to satisfy his obligation, but was instead done entirely for the purpose of increasing the stress and drama in this case. He has been prohibited by previous order from making direct payments, and as discussed above, he has clearly violated that order. This Court again reaffirms the prohibition against direct payments



to Plaintiff, Diana Januara. Moving forward, any money sent directly to the Plaintiff, Diana Januara, by the Defendant, Craig Bright, will be treated as a gift from the Defendant to the Plaintiff and will not be credited towards any court-ordered child support obligation.

11. In addition to the communication with her, the Plaintiff, Diana Januara, also submitted communication to her attorney⁴, which she alleges to be a part of the harassment. This Court specifically finds that those communications are not a violation of the Court order. In fact, given that the Defendant was barred from having any communication with the Plaintiff, and the parties were involved in ongoing litigation, the appropriate way for him to communicate about the litigation would be through her counsel. Plaintiff's argument that these communications could result in increased attorney fees, is not persuasive. Counsel further made an argument about the specific tone of the communication, and in fact, in one email he referred to Attorney Ferguson by calling her a very vulgar word. While that communication did demonstrate a level of unprofessionalism and immaturity on the part of Mr. Bright, it does not violate any provisions of any order. In fact, such communication is a rather accurate reflection of the ever-diminishing sense of respect and decorum in today's society, and while that is, in the opinion of this jurist, a tragedy of our times, it is not something that this court can penalize. Further, it is the duty of all members of the Bar to rise above such triviality and continue to exemplify the ethics and values to which we have pledged our allegiance in our oath of civility.
12. The Court also finds Defendant, Craig Bright, in willful contempt of court for failure to pay the court-ordered attorney fees, although the fees have now been paid. For this contempt, I find it appropriate to sentence him to community services, with this service being in addition to the community service outlined hereinabove for his violations of the prohibitions against harassment and contact, and thus he is required to complete an

⁴ Plaintiff's Exhibit 32

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additional twenty (20) hours of community service, which must be done in Beaufort County at a registered 501(c)(3), and must be completed on or before December 1, 2026. Should the Defendant fail to submit proof of completion of this community service to the Beaufort County Clerk of Court by December 1, 2026, then the Clerk of Court shall issue an arrest warrant, at which time the Defendant will serve twenty days in jail in lieu of the twenty hours of community service.

13. The Defendant, Craig Bright, has also willfully violated the prior order of the court by refusing to divide the American Express points. The necessary first step in this process is to obtain a statement showing how many points the parties owned as of November 4, 2019⁵, since the points cannot be appropriately divided without first knowing the amount to divide. These were originally Starwood Points, but the undisputed testimony of the Plaintiff is that Starwood was acquired by Marriott, thus the records must now be accessed through a Marriott Bonvoy account. Plaintiff's Exhibit 9, which was entered without objection, demonstrates how simple it would be for the Defendant to obtain this information. According to the undisputed testimony, those instructions were provided to the Defendant, and yet, he still has refused to find out the point balance. His testimony was that he didn't know the number of points, but he provided no testimony of his attempts to investigate the points. Further, he acknowledged that at the time, he had two point-earning American Express Cards. He gave no explanation for why he has not used the few moments it would take to go online and request the historic statement of the points. The Defendant also testified that he doesn't know how to divide the points or how much they are worth, and yet, he produced zero evidence of his efforts to obtain that information. This absence of effort on his part amounts to willful contempt. He is hereby sentenced to thirty (30) days in jail, to begin June 1,

⁵ Per the Arbitration Award: "The parties further agree[d] that the Defendant [would] provide an AMEX statement showing the AMEX points (Starwood points) as of November 4, 2019 to Plaintiff's counsel no later than January 6, 2020. Thereafter, the Defendant shall transfer one half (1/2) of the points as of November 4, 2019 to the Plaintiff within thirty (30) days of the approval of this Arbitration Order."

2026, unless he has purged the sentence by compliance with the prior order on or before June 1, 2026 as stated herein below:

- a. Defendant, Craig Bright, shall follow the specific instructions detailed in Plaintiff's Exhibit 9 to obtain the total number of points in existence as of November 4, 2019, and provide that statement to Attorney Katherine Ferguson.
- b. No later than 8:00am on June 1, 2026, Defendant, Craig Bright, shall either transfer one-half of the points in existence on November 4, 2019 or he may pay one-half of the value of the same by certified check delivered to the Law Office of Katherine Ferguson payable to Plaintiff, Diana Januara.
 - i. Should he choose to transfer the points, he must deliver to Attorney Katherine Ferguson written confirmation of the transfer. That confirmation must establish that the points are now in the name of Plaintiff, Diana Januara, and they must give any necessary information for her to access the same.
 - ii. If the Defendant, Craig Bright, chooses to pay the cash value, the check must be accompanied by a written statement from Marriott of the dollar value of each point.
 - iii. If the Defendant, Craig Bright, does not have enough points at his disposal to transfer to Plaintiff, Diana Januara, the entire amount to which she is due, then he must pay the cash value. In other words, the value will be paid to her entirely in points or entirely in dollars, but he cannot divide this balance between points and money.
 - iv. The Defendant, Craig Bright, is expressly prohibited from transferring the monetary value directly to Plaintiff, Diana Januara. Any cash funds transferred directly to her will be treated as a gift to her and will not be credited towards this obligation.
- c. If Defendant, Craig Bright, has not purged the sentence, then Plaintiff, Diana Januara, may submit an affidavit to the Beaufort County Family Court requesting the issuance of an arrest warrant and enforcement of the thirty (30) days sentence outlined herein above.



14. Both parties have alleged various violations of the prior orders regarding BNC Holdings, LLC. The Plaintiff, Diana Januara, alleges that the Defendant, Craig Bright, has willfully failed to divide and dissolve BNC Holdings, LLC, willfully failed to execute the necessary quitclaim deeds, and willfully failed to reimburse the cash flow shortages into BNC Holdings, LLC. The Defendant, Craig Bright, alleges that the Plaintiff, Diana Januara, has willfully failed to pay the sum of \$619,754.00 pursuant to the arbitration award, which was required in order to equalize the division of the property owned by BNC Holdings, LLC. They are both absolutely correct in all these allegations. These parties have both disregarded the directive of the arbitrator, neglected their respective obligations, and ignored the Court's attempt to sever all their joint interests in the properties. Both parties appear to have been content to sit back and wait for the other to take action, while neither of them took responsibility for any of their own obligations. Now they both appear before this Court with a victim mentality, while still taking no initiative. Their mutual complacency makes it necessary for this Court to involve an independent third party and grant to that third party the responsibility to do what these parties should have done over five (5) years ago.
15. The parties have a significant dispute over the meaning of the words in the arbitration award, and to reconcile the Court's ruling with the written award, and subsequent order, I do hereby make the following specific findings as to the Court's interpretation of that award:
- a. With regards to the payment of the \$619,754.00, the award states as follows:
"Additionally, in order to effectuate the in-kind distribution as described on **Exhibit C**, and considering the Plaintiff's credit of \$127,000, Plaintiff shall pay the Defendant the sum of \$619,754 within 60 days from the approval of this Arbitration Order. Plaintiff testified that she has substantial savings but lives off the income of the properties. Payment to Defendant of this sum in 60 days from the signing of this Order would not appear to be a hardship in these circumstances."
 - b. The Arbitration Award makes it clear that the lump sum total due from the Plaintiff to the Defendant should have been paid within "60 days of approval"



of the arbitration award and was not conditioned upon any transfer of real estate. Thus, the Plaintiff's defense that she did not pay, because she had not yet received the properties is a meritless defense.

- c. With regards to the transfer of the five parcels of real estate, the award states as follows: "The parties shall cooperate to execute appropriate refinancing and deeds to facilitate this distribution. All deeds shall be executed at least 48 hours prior to the refinancing of the property. No properties other than 23-B Shelter Cover Lane shall be held in BNC."
- d. As of the trial, all properties, except 23-B Shelter Cove⁶ remain titled to BNC Holdings, LLC, according to the testimony.
- e. With regards to the business operations of BNC Holdings, LLC, the award states as follows: "The parties agree that BNC shall continue business as normal subject to the order filed on October 17, 2019 until December 31, 2019 (or such time as an arbitration award is issued) and that BNC shall pay the 2019 real estate property taxes for all the properties no later than January 15, 2020." *Emphasis added.* These parties have continued to operate as equal partners, which has largely benefited Craig Bright, since the properties awarded to Diana Bright, n/k/a Diana Januara, have largely paid the expenses for the property awarded to Craig Bright. This was never the intention of the arbitrator's award. In fact, the plain language of the award demonstrates that the award intended for the division to happen forthwith. Further, the plain language of the award makes it clear that the business was not supposed to continue to operate as a joint endeavor.
- f. With regards to the dissolution of BNC Holdings, LLC, the award states as follows: "Upon the sale of 23-B Shelter Cove, the bank accounts of BNC shall be equally divided and closed. BNC shall be dissolved. The parties will be

⁶ 23-B Shelter Cove was sold and the proceeds distributed. Both parties agree that these distributions were done consistent with the Arbitration Award.



equally responsible for all costs associated with the dissolution of BNC Holdings, LLC and any subsequent tax filings, if necessary.”

- g. It is important to note that you cannot dissolve a business entity while that business entity still owns assets, because doing so would mean that the entity no longer exists to distribute those assets; therefore, while I find that the business should have continued operations as it did, I do not believe that there was any way to dissolve this entity prior the entity transferring all property out of the entity.

16. Since the parties disagree as to the impact of the appeal, it is relevant to comment on the law regarding the stay; however, that stay is no longer in place, as all issues related to the appeal have been resolved. Further, since the South Carolina Court of Appeals affirmed the order of the Family Court, I find it appropriate to now enforce the order as issued in 2020. The parties should have acted immediately following the remittitur and complied with the 2020 order.

- a. An appeal of the underlying order may operate as a stay or supersedes and prevent it from being enforced by contempt during the pendency of the appeal. S.C. Appellate Court Rule 241 (2011).
- b. An appeal of a family court order regarding a child or the payment of support for a child or a spouse; or awarding the payment of temporary suit costs or attorney fees, does not act to automatically stay the enforcement of the order. S. C. Appellate Court Rule 241(6), (9) (2011).
- c. An appeal of an award of equitable distribution or attorney fees (other than temporary attorney’s fees) does; however, automatically stay the award. *Lassiter v. Lassiter*, 291 S.C. 136, 352 S.E.2d 486 (1987); *Woodside v. Woodside*, 290 S.C. 366, 350 S.E.2d 407 (S.C. Ct. App. 1986).

17. As detailed herein above, this court has appointed The Law Firm of Bacot & Padgett, LLC, located at 414 Monument St., Ste. C, Greenwood, South Carolina 29646 to be the sequestrator in this case, and as such, that law firm shall immediately take full control of BNC Holdings, LLC. The law firm shall have full authority to choose the property manager for all BNC Holdings, LLC properties. They may continue to use the services of Phil Hartman, as the parties previously did; however, if at any point it



appears that Mr. Hartman is not in full compliance with the directives contained in this order, then they may make the unilateral decision to change property managers. All decisions about the operation of the business, including lease contracts and/or renewals, shall be made by the sequestrator, with the goal being to shut down BNC Holdings, LLC and distribute the property as quickly as possible.

18. The primary concern of the Court is the fact that most of the properties still have a mortgage, and there is no evidence that the parties have taken action to refinance any of the properties⁷. Thus, I find it appropriate to transfer complete control of all properties that still have joint debt attached to the sequestrator to hold in trust until such time as the parties refinance their respective obligations. Although title remains the same, the sequestrator's appointment immediately divests the owner of possession, management, and control of these properties. The owner may not transfer ownership or otherwise act with regards to the property, and the sequestrator may immediately file any *lis pendens* or other document necessary to prevent such. The following properties now fall under the control of The Law Firm of Bacot & Padgett, LLC as sequestrator:

- a. 11 Parameter Dive, Bluffton, South Carolina
- b. 19 Sheridan Park, Unit 3, Bluffton, South Carolina
- c. 1472-1476 Fording Island Road, Bluffton, South Carolina
- d. 9204 Speedway Blvd., Hardeeville, South Carolina⁸
- e. 19 Executive Park Road, Hilton Head Island, South Carolina

⁷ The Court recognizes that Plaintiff, Diana Januara, testified that she was planning to refinance the properties, but she didn't because the Defendant, Craig Bright, had not executed the deeds; however, it is unclear as to what, if any, steps she had taken towards the actual refinance. Further, she acknowledged that the deeds were not prepared until earlier this year, which is after her alleged attempts to refinance. Her testimony about her attempts was vague and not credible.

⁸ The testimony at trial was that there is no longer a joint debt associated with this property. Upon verification of the same by the sequestrator, this property may be transferred to the Plaintiff, Diana Januara, or her designated recipient. If the sequestrator can substantiate the same prior to the November 21, 2025 court date, then it will be unnecessary for this property to be transferred into the name of the sequestrator, and any fees associated with this verification can be assessed by the sequestrator against another property allocated to Plaintiff, Diana Januara. Proof of the satisfaction of the debt will be established by the filing of a mortgage satisfaction with the Beaufort County Register of Deeds.



19. Even if the parties have taken actions to transfer these properties out of the name of BNC Holdings, LLC since the time of their testimony, the property shall still be transferred into the possession and control of the sequestrator and thus held until such time as all debt associated with each property has been satisfied, as detailed hereinbelow.
20. Starting immediately, the parties shall receive absolutely no monetary benefits from any of the properties held by the sequestrator. There may be no distributions of any kind to the parties from BNC Holdings, LLC or the property manager.
21. A clocked copy of this order shall be sent today to Phil Hartman as property manager for the properties held by BNC Holdings, LLC, and all communications regarding these properties shall go through the sequestrator, The Law Office of Bacot and Padgett, LLC. The parties may no longer have any direct communication with Phil Hartman about any of these properties.
22. All income from these properties shall be held by either the Property Manager or the sequestrator, as designated by the sequestrator.
23. Per the Arbitration Award the following properties were awarded to Plaintiff, Diana Januara, and as soon as she pays or refinances the outstanding debt on these properties, the sequestrator shall immediately transfer these properties to her:
 - a. 11 Parameter Drive, Bluffton, South Carolina
 - b. 1472-1476 Fording Island Road, Bluffton, South Carolina
 - c. 9204 Speedway Blvd., Hardeeville, South Carolina
24. Per the Arbitration Award the following properties were awarded to Defendant, Craig Bright, and as soon as he pays or refinances the outstanding debt on these properties, the sequestrator shall immediately transfer these properties to him:
 - a. 19 Sheridan Park, Unit 3, Bluffton, South Carolina
 - b. 19 Executive Park Road, Hilton Head Island, South Carolina
25. Expenses associated with any property awarded to Plaintiff, Diana Januara, may be paid by rents from any of the properties awarded to Plaintiff, Diana Januara. Similarly, expenses associated with any property awarded to Defendant, Craig Bright, may be paid by rents from any of the properties awarded to Defendant, Craig Bright. At no time can rent from the property of one party be used to satisfy obligations of the



properties awarded to the other party. Should one parties' property have insufficient income to satisfy the obligations of that party's property, it will be the duty of the party awarded said property to pay such obligations.

26. With regards to the property located at 19 Executive Park Road, Hilton Head Island, South Carolina, I find the conduct of the Defendant, Craig Bright, particularly egregious, because this property is a huge liability to BNC Holdings, LLC, as it houses the non-marital business of Defendant, Craig Bright, who pays nothing towards the real estate's expenses⁹. As such, the Defendant, Craig Bright, shall be given thirty (30) days to either pay the mortgage in full or refinance the loan. On December 22, 2025, if he has failed to satisfy this debt, the sequestrator shall, with the assistance of the property manager, take immediate action to lock Defendant, Craig Bright, and his business/employees out of the building. All operations of the Defendant at this property shall cease immediately on December 22, 2025, and he may not resume operations until such time as the joint debt is satisfied and the property is transferred to him.
27. The sequestrator and the property manager must separate bills for any of their services for each respective property, such that each party shall only be responsible for the time spent on the property that was awarded to them. Any fees for the sequestrator or property manager for each respective property must be paid in full for that property prior to the sequestrator executing necessary documentation to restore control of the property to the respective party; provided however, that such payment may be made by a closing attorney in the event of a refinance of the debt.
28. When it is appropriate for a property to transfer to an individual party, the sequestrator shall draft a quitclaim deed for such transfer, and the Beaufort County Clerk of Court is hereby directed to execute such quitclaim deed immediately upon presentment from the sequestrator.

⁹ Since the arbitration award, the mortgage, taxes, insurance, and upkeep on this building have been paid by utilizing the rental incomes from the properties allocated to Plaintiff, Diana Januara.



29. Since the arbitration award directed that the operation of BNC Holdings, LLC cease back in 2020, and the parties were supposed to receive their respective properties, it is clear that BNC Holdings, LLC has issued erroneous K-1s¹⁰. Based upon the testimony of Jeffery Kinard, it appears that the tax returns for BNC Holdings, LLC for the years 2022, 2023, and 2024 can be amended to reflect a division of the property consistent with the arbitration award, and thus, the parties shall immediately direct Carey & Company, PA, located at 70 Main Street, Suite 100, Hilton Head, SC 29926 to prepare and file amended tax returns for the years 2022, 2023, & 2024 for BNC Holdings, LLC. These returns should not treat the parties as equal partners, but should allocate the properties consistent with the arbitration award, and should Carey & Company, PA need additional guidance in regards to the same, the parties shall employ Jeffery Kinard to assist with these amendments. The parties shall equally divide the costs associated with the amendment of these returns, including compensating Carey & Company, PA, and if necessary, Jeffery Kinard for these services. These amendments will then result in a need for each party to amend their own personal tax returns.
30. For the 2025 tax year, the parties shall also employ the services of Carey & Company, PA to file the BNC Holdings, LLC tax return, and they shall equally divide this expense. The tax returns for the year 2025 shall assume all profit and/or loss was allocated consistent with the arbitration award and issue the K-1s to the parties accordingly. Should they require any guidance in this allocation, they may receive assistance and direction from Jeffery Kinard, at the expense of the parties, who shall equally divide any expenses associated therewith.
31. For the years 2020 and 2021, according to Jeffery Kinard, it is no longer possible to amend those returns; however, in his calculations, Mr. Kinard ascertained the monetary

¹⁰ For purposes of clarity, it does appear that there were any errors made by the tax preparer, since they prepared the taxes based upon the information and instructions provided to them. It appears that the directive given to the tax preparer by the parties was to treat the business as though it was still an ongoing business with the parties dividing profits and/or losses on a 50-50 (equal) basis. This presumption resulted in the preparer drafting the businesses tax returns based upon that presumption, which disregarded the arbitration award and order of the Court.



cost to Defendant, Craig Bright, for the erroneous returns. In those same calculations, Mr. Kinard reallocated the funds necessary to compensate Defendant, Craig Bright, for that loss, and I find his testimony credible.

32. With regards to the equitable apportionment and the total sum due to Defendant, Craig Bright, I find Jeffery Kinard's testimony particularly relevant and credible. Plaintiff's Exhibits 16 through 23 detail how over the five years since the arbitration award, the properties awarded to Plaintiff, Diana Januara, have paid the expenses for the properties allocated to Defendant Craig Bright, to the great detriment of Plaintiff, Diana Januara. In total, Plaintiff, Diana Januara has experienced a shortfall from her properties of \$715,235.00 through March 31, 2025. Plaintiff's Exhibit 10 also demonstrates that this was the specific intent of Defendant Craig Bright, as he apparently filed an appeal that he knew had no merit in order to continue to enjoy the benefit of the income from Plaintiff Diana Januara's properties. This is contrary to the arbitration award and absolutely inequitable.
33. Since March 31, 2025, the Plaintiff's properties have paid \$3,741.00 in additional note payments for properties allocated to Defendant, for a total shortfall of \$718,976.00.
34. Jefferey Kinard's testimony and Plaintiff's Exhibits 16 through 23 also demonstrate the total credit due to Plaintiff, Diana Januara, for the money her properties spent towards the upkeep of Defendant Craig Bright's properties; however, Plaintiff's Exhibits 24 and 25 recognize that Defendant, Craig Bright, should be entitled to a credit for additional taxes he paid due to the erroneous tax filings by BNC Holdings, LLC. As summarized by Plaintiff's Exhibit 26, these calculations reach the conclusion that Plaintiff, Diana Januara, should pay the sum total of \$3,692.00 to Defendant, Craig Bright, based upon the following:
- a. The original amount due for equitable apportionment was \$619,754.00.
 - b. Since the entry of the arbitration award, Plaintiff, Diana Januara, has lost \$718,976.00 in the use of her properties to keep up Defendant, Craig Bright's properties.
 - c. Defendant Craig Bright paid \$102,914.00 in additional taxes for the 2020 and 2021 tax years based upon the erroneous apportionment of the BNC Holdings, LLC profit.



d. \$619,754.00 plus \$102,914.00 equals \$722,668.00 due to Defendant Craig Bright, but when that is reduced by the shortfall to Plaintiff, Diana Januara, of \$718,976.00 that results in a total balance due to Defendant Craig Bright of \$3,692.00.

35. Jeffery Kinard, who testified as Plaintiff's Expert did extensive research and mathematical calculations which were absolutely necessary in order to untangle the mess created by the parties' unnecessary delay in dividing BNC Holdings, LLC. Further, while it appears that both parties have been complacent in this division, the Defendant Craig Bright, as evidenced by Plaintiff's Exhibit 10, was more than simply content to wait for the division. Instead, it is clear that he actively engaged in conduct intended to stall the distribution of property. Based upon the conduct of the parties and the financial mess created by such, it is clear that both parties have benefited from the testimony of Jeffery Kinard, as his work was necessary to bring this matter to a conclusion. Thus, they should equally share in the expenses associated with this service. Jeffery Kinard charged a sum total of \$49,850.00¹¹, and thus each party should be responsible for \$24,925.00.

36. With regards to the various obligations of both parties and the allegations of contempt related to BNC Holdings, LLC, I find both parties in willful contempt of court.

a. As to Plaintiff, Diana Januara, I find her in willful contempt of court as the result of her complacency and failure to act. As such, I find it appropriate to admonish her of the need to be swift moving forward to refinance her properties. I also find the temporary denial of the financial benefit of these properties until such time as she refinances these properties is penal in nature; however, that penalty can immediately be purged and the profits returned to her immediately upon her satisfaction of the debt in compliance with the order. Finally, I find it appropriate to deny her request for attorney fees, as detailed

¹¹ Plaintiff's Exhibit 31 reflects a total bill of \$42,650.00 before trial. He testified that he had an additional \$7,200.00 in fees associated with the two-day trial, for a total fee of \$49,850.00.



further hereinbelow. Requiring her to pay her own fees appears an appropriate penalty given her violations of the Court order.

- b. As to Defendant, Craig Bright, I find him in willful contempt as the result of more than mere complacency, but also as a result of his actions to intentionally stall the allocation of property. As such, I find it appropriate to sentence him to six (6) months in jail to begin immediately, consecutive to the sentences outlined hereinabove, but he may purge that sentence by the payment of \$21,233.00, which is the \$24,925.00 due for Jeffery Kinard's fee, less the \$3,692.00 that Plaintiff Diana Januara owes him for the equitable apportionment. These funds shall be paid by certified check, payable to Plaintiff, Diana Januara, but delivered to Attorney Katherine Ferguson's law office. Upon receipt, Attorney Katherine Ferguson shall immediately file an affidavit with the Beaufort County Family Court reflecting receipt of the same. The filing of such affidavit will be sufficient evidence of the purge and Mr. Bright shall immediately thereafter be released from jail.

37. During his testimony, Defendant, Craig Bright, testified that he has nearly seven (\$7,000,000.00) million dollars in liquid assets; however, he further testified that those funds have been frozen by the Court of Common Pleas in the litigation that involves these same parties. Should he need access to these funds in order to satisfy any of the purge payments outlined in this order, Plaintiff, Diana Januara, shall immediately cooperate to assist in the release of such funds, to include directing her attorneys in that case to execute any necessary consent orders. Any actions on her part to prevent the release of such funds in that case could result in additional sanctions against her for contempt in this case.

38. Both parties have requested payment of fees and costs in this case. This includes a request for attorney fees and expert fees. In considering these requests, the Court weighed various theories for such relief:

- a. "Compensatory contempt is a money award for the plaintiff when the defendant has injured the plaintiff by violating a previous court order." *Curlee v. Howle*, 277 S.C. 377, 386, 287 S.E.2d 915, 919 (1982). The amount of any compensatory award should be limited to the complainant's actual loss, and the



party seeking the award has the burden of establishing the loss. The actual loss may include costs associated with defending and enforcing the order, to include costs and attorney's fees. *Id.*

- b. Suit money, including attorney fees, may be assessed for or against a party to an action brought in or subject to jurisdiction of the family court. S.C. Code Ann. §63-3-530(38)
 - c. When parties fail to cooperate and their behavior prolongs the proceeds, this is a basis for awarding attorney's fees. *Bodkin v. Bodkin*, 388 S.C. 203, 694 S.E.2d 843 (Ct. App. 2010).
 - d. "The correct measure for attorney's fees awards in civil contempt cases focuses on the reasonableness of the fees sought and the benefit obtained without regard to the financial impact of the award." *Miller v. Miller*, 375 S.C. 443, 463, 652 S.E.2d 754, 764 (Ct. App. 2007).
 - e. Fee awards in contempt cases serve to reimburse a party for the reasonable fees and costs to enforce a court order, not to punish. *Poston v. Poston*, 331 S.C. 106, 114, 502 S.E.2d 86, 90 (1998). The *Miller* and *Poston* factors should be applied instead of the *E.D.M. v T.A.M.* and *Glasscock v. Glasscock* factors.
 - f. Issues of attorney's fees for a civil contempt action depend on whether the family court finds the failure to pay child support was voluntary. *Register v Dixon*, 437 S.C. 434, 879 S.E.2d 9, 2022 WL 3221472 (SC App., 2022)
 - g. The Plaintiff, Diana Januara, requested an award of attorney fees associated with the actions filed in the South Carolina Court of Appeals and the South Carolina Supreme Court; however, this Court does not have jurisdiction to even consider such an award, which is why that evidence was suppressed at trial. The family court may not award attorney fees based on an action brought in another court, such as the bankruptcy court. *Burns v Burns*, 323 S.C. 45, 448 S.E. 2d 571 (Ct. App. 1994).
39. As outlined hereinabove, I find it appropriate to equally divide the expenses associated with the services of Jeffery Kinard, as these fees were necessary and given the contempt on the part of both parties, an equal division of these expenses appears equitable.



40. The request for fees associated with the Defendant's expert are hereby denied, since that expert's testimony was entirely unhelpful to the Court.
41. I also find it appropriate to deny both parties requests for attorney fees. In the present case, both parties prevailed in establishing contempt of the part of the other party on each and every allegation raised by their respective petitions, thus, neither party should be compensated for any fees associated with defending the respective rules.
42. With regards to compensation for the prosecution of their respective claims, I also find that fees should also be denied.
- a. First, with regards to the Defendant Craig Bright's claim, given his multiple violations with regards to the division of BNC Holdings LLC, it would be illogical and unjust to award him fees for Plaintiff, Diana Januara's contempt.
 - b. Similarly, given Plaintiff, Diana Januara's contempt with regards to BNC Holdings, LLC, she should not be compensated for the fees associated with enforcing the order against him. I have found it appropriate to award her one-half of her expert fee in regards to the same, which seems sufficient compensatory contempt given her own violations.
 - c. With regards to the fees associated with the restraining orders, the Court cannot disregard the fact that the harm to Plaintiff, Diana Januara, could have been avoided by her merely blocking the communication, thus the Court cannot find these fees reasonable or necessary, particularly in regards to the amount requested.
 - d. Finally, I find it particularly relevant that the Plaintiff, Diana Januara, unnecessarily prolonged the trial of this case. The Plaintiff chose to spend an entire day on her own testimony, but a significant portion of that testimony was spent simply reading the previous orders to the Court. Those orders were not only a part of the Court's file, but were also entered into evidence as joint exhibits. There was absolutely no purpose of the use of this Court time, except to prolong the case. Such blatant misuse of attorney time in Court only serves to call into question the legitimacy of other time spent by counsel. Further, despite the clear violations by Defendant, Craig Bright, the Plaintiff pursued baseless claims against him, such as allegations that he communicated with her



attorney or request for fees associated with other actions. All of these actions only served to increase fees and costs.

- e. The most egregious violations by Defendant, Craig Bright, which would warrant an award of attorney fees relates to the child support, particularly since the Plaintiff, Diana Januara, is completely without fault in this regard; however, it is impossible to ascertain what portion of the fees are allocated solely to this violation. Further, the Court has taken rather extreme action to avoid future violations in this regard, and thus find additional sanctions against the Defendant unwarranted.

- 43. As such, each party shall be solely responsible for their own attorney fees and costs, except with regard to the fees for the services of Jeffery Kinard and all prospective expenses ordered herein.

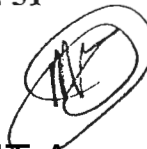
ORDER OF THE COURT

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that all Findings of Fact and Conclusions of Law stated hereinabove are made orders of the Court and incorporated herein as if repeated verbatim.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that both parties are hereby held in willful contempt of court¹².

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that for her civil contempt, the Plaintiff, Diana Januara, is sentenced as follows:

¹² Except where the Court specifically designated the contempt as "criminal contempt" all contempt detailed in this order is civil in nature.



- A. She shall immediately comply with the sequestrator, as detailed hereinabove, including compensating the sequestrator for all services associated with its work on her properties until such time as the properties are allocated to her.
- B. She shall be denied access to and income from her properties until such time as she has satisfied any joint debts associated with the properties.
- C. She is admonished to immediately refinance or otherwise satisfy any joint debt associated with any of the real estate allocated to her from BNC Holdings, LLC.
- D. While not ordered or otherwise required to do so, she was admonished that she can take necessary actions to avoid unwanted communication from the Defendant, Craig Bright, by blocking such communication.
- E. She was denied fees and costs, except as specifically awarded with regards to the services of Jeffery Kinard.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that for his civil and criminal contempt, the Defendant, Craig Bright, is sentenced¹³ as follows:

- A. He is hereby sentenced to six (6) months in jail to begin immediately, but he may purge that sentence by transferring the sum of \$207,000.00 to The Law Firm of Bacot & Padgett, LLC as sequestrator in order to fully fund the child support investment account outlined hereinabove.
- B. He is hereby sentenced to a total of forty (40) days¹⁴ to begin December 1, 2026 for two different violations¹⁵ as detailed hereinabove, but he may purge these two sentences by the completion a total of forty (40) hours¹⁶ of community service for the two different violations, which must be done in Beaufort County at a registered 501(c)(3), and must be completed on or before December 1, 2026.

sentences contained in this order are consecutive sentences.

h violation resulted in a twenty (20) days sentence with the two sentences begin consecutive.

lation of the prohibitions against contact and harassment, along with failure to pay attorney fees.

h twenty (20) days sentence was purgeable by twenty (20) hours of community service.



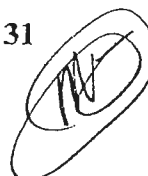
- C. He is hereby sentenced to thirty (30) days in jail, to begin June 1, 2026, unless he has purged the sentence by compliance with the prior order regarding the division of the American Express points on or before June 1, 2026 as stated hereinabove.
- D. He is hereby sentenced to six (6) months in jail to begin immediately following the service or purge of the six (6) month sentence outlined hereinabove in paragraph A, consecutive to the all the sentences outlined hereinabove, but he may purge that sentence by the payment of \$21,233.00 as outlined hereinabove by and through the Law Office of Katherine Ferguson.
- E. He was denied all requests for fees and costs.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that The Law Offices of Bacot & Padgett, LLC is hereby appointed as the sequestrator in this matter and shall handle this matter as set forth herein, and the parties shall cooperate and communicate with the sequestrator in good faith. Further, the Beaufort County Clerk of Court shall execute any quitclaims deeds, as outlined hereinabove, upon request by the sequestrator, The Law Offices of Bacot and Padgett, LLC.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Beaufort County Clerk of Court shall ensure that all delayed sentences are enforced and appropriate arrest warrants are executed, unless proof of the purge is filed with the Beaufort County Clerk of Court prior to the start date for the delayed sentence, as detailed hereinabove.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that a copy of this order shall be served upon Phil Hartman, as property manager for BNC Holdings, LLC, and he shall comply with this directive to communicate only with the sequestrator and to immediately cease any distributions to either of the parties to this case.

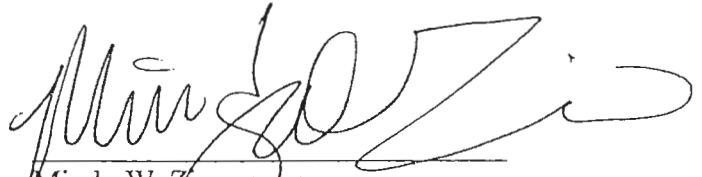
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Plaintiff, Diana Luara, shall immediately cooperate to assist in the release of such funds necessary to satisfy any of the purge payments detailed herein, to include directing her attorneys in the civil case to execute any necessary consent orders currently frozen by the Court of Common Pleas.



IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the parties shall immediately direct Carey & Company, PA, located at 70 Main Street, Suite 100, Hilton Head, SC 29926 to prepare and file amended tax returns for the years 2022, 2023, & 2024 for BNC Holdings, LLC as detailed hereinabove. Further, they shall file 2025 tax returns for BNC Holdings, LLC that accurately reflects the division of that asset.

IT IS SO ORDERED!

Dated November 19, 2025
Newberry, South Carolina



Mindy W. Zimmerman
Presiding Judge
Fourteenth Judicial Circuit



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Re: Diana Janura f/k/a Diana Bright vs. Craig Bright

AUDIO TRANSCRIPTION OF
DBright_001509-
81538714_31690_05-07-2023_12-11-39_1-312-375-2147_2103
AUDIO NUMBER
81538452_31690_05-07-2023_10-10-05_1-843-384-7776_1108
DATE
05/07/2023

1 OPERATOR:

2 The time is 10:08 a.m. To report sexual assault
3 or harassment, press 0. Press 0 to make a confidential
4 call with no pin. Press 1 to place a call. Press 2 to
5 enroll. Press 4 for the message system -- please enter
6 your pin number follow -- after the tone please say
7 your first and last name.

8 MR. BRIGHT:

9 Craig Bright.

10 OPERATOR:

11 Press 3 to make a free call. Press 9 for help.
12 Press the star key to return to the main menu. For
13 calls within the United States, Canada, and the
14 Caribbean, please enter the area code, prefix, and
15 number. Hello. You have a call at no expense to you
16 from --

17 MR. BRIGHT:

18 Craig.

19 OPERATOR:

20 -- an inmate at Beaufort County --

21 FEMALE:

22 Hi.

23 OPERATOR:

24 -- Detention Center. To accept this call press or
25 say 5. To refuse this call hang up now.

1 FEMALE:

2 5.

3 OPERATOR:

4 This call will be recorded and subject to
5 monitoring at any time. Thank you for using IC
6 Solutions. You may begin speaking.

7 FEMALE:

8 Hi. I was in the bathroom (inaudible) when it
9 rang.

10 MR. BRIGHT:

11 Oh, no. No problem. Hi.

12 FEMALE:

13 Yeah. So, what's happening?

14 MR. BRIGHT:

15 Oh, nothing. I just got out of my cell. So,
16 that's good. It's the first time I've been out.

17 FEMALE:

18 Yeah.

19 MR. BRIGHT:

20 Yeah. Nice to stand up.

21 FEMALE:

22 Yeah. How are you -- how are you doing with the
23 detox?

24 MR. BRIGHT:

25 I'm doing okay. They're giving me some medicine.

1 It took them a couple days, but they got me some.

2 FEMALE:

3 Yeah.

4 MR. BRIGHT:

5 And so I'm just -- I'm waiting for it to get over
6 so I can get out of being in solitary.

7 FEMALE:

8 You're in solitary?

9 MR. BRIGHT:

10 Yeah. (Inaudible) in a room by myself 24/7, so.

11 FEMALE:

12 For how long?

13 MR. BRIGHT:

14 You know, once I get cleared, and then I'll be
15 able to get into the general population so I can leave
16 my room -- not leave my room but, you know, at least
17 walk around and watch a little TV or something like
18 that.

19 FEMALE:

20 How long do you think that will be?

21 MR. BRIGHT:

22 Monday.

23 FEMALE:

24 Oh.

25 MR. BRIGHT:

1 Hopefully tomorrow. I just want to get a shower
2 and brush my teeth and things like that. So I should
3 be able to do that --

4 FEMALE:

5 Yeah.

6 MR. BRIGHT:

7 -- be able to do that tomorrow, so. Anyway, just
8 plugging along. You know, it is what it is.

9 FEMALE:

10 Well, you know I'm thinking about you almost every
11 minute.

12 MR. BRIGHT:

13 Yeah.

14 FEMALE:

15 And so are other people, so. I don't know. You
16 know, I can't come visit you. You realize that.

17 MR. BRIGHT:

18 No, nobody can visit me, Mom. Nobody visits.

19 FEMALE:

20 Yeah? Well, I think there are visiting hours.

21 MR. BRIGHT:

22 No, I mean it's just -- it's just not even -- this
23 -- it's, you know, it's just -- it's just a little
24 jail. There's no need for anybody to visit. Maybe the
25 only person that I really -- and I just don't have her

1 number -- that I need to talk with maybe tomorrow
2 sometime is Michelle.

3 FEMALE:

4 Oh. Well, Michelle gave me (inaudible) number.
5 She's been trying to get through to you but they won't
6 -- won't let her call. Do you have a pen there? I
7 don't have her number in front of me --

8 MR. BRIGHT:

9 No.

10 FEMALE:

11 -- (inaudible) could do to be able to get her to
12 talk to you? Do you need to --

13 MR. BRIGHT:

14 I don't know. I'll --

15 FEMALE:

16 (Inaudible) --

17 MR. BRIGHT:

18 -- figure it out Monday. I don't know. I'll
19 figure it out Monday if I get out of here.

20 FEMALE:

21 Yeah.

22 MR. BRIGHT:

23 I just need to know what's going on with -- she's
24 taking care of a lot of (inaudible) my personal -- all
25 my personal stuff.

1 FEMALE:

2 Well, she tried to call --

3 MR. BRIGHT:

4 Oh, yeah.

5 FEMALE:

6 -- and (inaudible) talk.

7 MR. BRIGHT:

8 Yeah, (inaudible). Yeah, no, you just can't call
9 the jail and talk to somebody. So, yeah. You know,
10 just counting the, you know, next week or (inaudible)
11 talk to my -- talk to my attorney and, you know, they
12 (inaudible), you know, that'd I'd only have to do 10,
13 11, 12 days, something like that, instead of the whole
14 20. But, you know, I -- nothing I can do. (Inaudible)
15 hurry it up. You know, so talk to Michelle and make
16 sure she gets my bills paid.

17 FEMALE:

18 Well, I think she will. She went over to your
19 house and checked the locks and everything like that on
20 it, picked up the mail, so.

21 MR. BRIGHT:

22 Yeah, yeah. Everything's locked up. I just --
23 there are some bills and a mortgage and things. I just
24 don't know how long I'll be. I mean I shouldn't be any
25 longer than 20 days. I'm hoping to be a little less

1 than 12. And I just wanted to make sure they got
2 everything 'cause obviously the trip got canceled
3 abruptly so I just was trying to see if they could get
4 any of that salvaged in regards to money back, things
5 like that, but.

6 FEMALE:

7 Michelle's taking care of everything that she can
8 take care of. I know that.

9 MR. BRIGHT:

10 No, I know she does. She (inaudible) personal
11 assistant for that. I can pay her for it. She does a
12 wonderful job, so.

13 FEMALE:

14 Well, you know, our hearts are going out to you,
15 but --

16 MR. BRIGHT:

17 No, no need for a heart to go out to me. I'm here
18 for a reason, and I can't go by my kid's school and I
19 can't go to the soccer games.

20 FEMALE:

21 Well, so stop all of that because you can't do it
22 because you're not doing what you're following the
23 rules. So anyhow, there's no need to get into it and -
24 -

25 MR. BRIGHT:

1 No, no, no. Hey, I told the (inaudible) here, I
2 told him I would do it all over again. I mean I'm not
3 going to (inaudible) because this woman is scaring away
4 from my children and (inaudible) that's -- that's what
5 she does. So, anyway, I got myself here. Anyway, it
6 doesn't really matter. I'm fine doing the time because
7 (inaudible) cleaned up a little bit (inaudible) when I
8 get out here I'm going to get out of town for while and
9 try to liquidate. You know, I mean obviously
10 (inaudible) I've got everybody -- everybody in law
11 enforcement and the fire department wanting me, so I'm
12 getting out. So I just need to pick a place to go, you
13 know (inaudible).

14 FEMALE:

15 Well, you know --

16 MR. BRIGHT:

17 But first steps.

18 FEMALE:

19 -- I don't know what to say to you other than --

20 MR. BRIGHT:

21 Nothing, nothing to say. You're the only one
22 that's -- you've been, I mean, there's nothing to say.
23 Everybody's in really complete shock, but we didn't
24 expect the (inaudible) lawyer to show up and just
25 continue on with the judge out of Greenville and -- and

1 she's -- whatever. I could care less. I really could
2 care less. I'm (inaudible) in the whole -- the whole
3 thing. (Inaudible) calling the lawyers, I mean they
4 have (inaudible). It doesn't matter. (Inaudible). I
5 mean, I'll leave it all -- leave it all behind, and
6 that's what my advice has been from people is just get
7 as far away from her and her kids as possible, so.

8 FEMALE:

9 Well, I think that's probably it --

10 MR. BRIGHT:

11 Yeah.

12 FEMALE:

13 -- and make a life (inaudible) have a life, but
14 you've got to stop drinking no matter where you go.

15 MR. BRIGHT:

16 Yes, yeah.

17 FEMALE:

18 That's important. Well, listen, you have my
19 number. How often can you call me?

20 MR. BRIGHT:

21 I have no -- I don't have any idea, Mom. It's the
22 first time I've been on the phone in four days.

23 FEMALE:

24 I'm sorry?

25 MR. BRIGHT:

1 (Inaudible) have no idea. When you come here, you
2 don't have much choice (inaudible) sleeping on a stone
3 (inaudible) rubber mat or anything. So it's not like I
4 get to pick when I do anything or go anywhere right now
5 because (inaudible) in the hospital. I don't have any
6 time to (inaudible) sunlight or reading or anything.
7 I'm just trying to get out of medical, and they were
8 just (inaudible) to me. Just got them today for the
9 first time.

10 FEMALE:

11 All right. Listen, you know --

12 MR. BRIGHT:

13 When Michelle calls, do me a favor and thank her
14 for me. I know that she -- I don't have her number.
15 I'm going to try on Monday to give her a call at work,
16 and then I'm going to ask her to reach out to a few
17 people that can help me pull some things together, so
18 when I do get out of here I can --

19 FEMALE:

20 Do you want me to call (inaudible)?

21 MR. BRIGHT:

22 No.

23 FEMALE:

24 Okay. Well --

25 MR. BRIGHT:

1 No, because --

2 FEMALE:

3 -- how about your friend Joe?

4 MR. BRIGHT:

5 No, Joe knows I'm in here. (Inaudible) there's
6 nothing anybody can do. So, no, I'll probably reach
7 out to Katrina when I get out, and get a place at in
8 Chicago for a while, so. That's going to be the plan
9 'cause they're not going anywhere, and Diana's not
10 going anywhere. (Inaudible) is only (inaudible) away
11 from being able to (inaudible) around (inaudible). But
12 I'm giving up all this stupid stuff. I mean I can't
13 compete with people in their deposition that don't tell
14 the truth. I mean, I just can't, and I'm not going to.
15 (Inaudible) doesn't matter. So I got my 20 days. I'm
16 hoping to get out in another 10 days (inaudible) and --

17 FEMALE:

18 Well, listen, just know I love you and I know what
19 you're going through. I mean, I don't know what you're
20 going through, but I can only imagine. But know that
21 people (inaudible) care about you, okay?

22 MR. BRIGHT:

23 Yes, ma'am, I will (inaudible).

24 FEMALE:

25 All right. Try to give me a call --

1 MR. BRIGHT:

2 When I can.

3 FEMALE:

4 (inaudible) mother isn't able to make much contact
5 and she needs you. Okay?

6 MR. BRIGHT:

7 Yeah, they don't care, Mom (inaudible). Just
8 please call -- please call Michelle and have her call -
9 -

10 FEMALE:

11 Okay.

12 MR. BRIGHT:

13 -- have her call Katrina for me, please.

14 FEMALE:

15 Oh, okay, okay (inaudible).

16 MR. BRIGHT:

17 Okay. Thanks, Mom. I love you (inaudible) bye.

18 (END OF AUDIO)
19
20
21
22
23
24
25

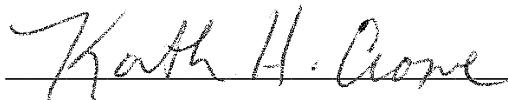
C E R T I F I C A T E

I, the undersigned, Katherine Crowe, CVR-M, Notary Public in and for the State of South Carolina, do hereby certify that the foregoing transcript was prepared by me at my hand;

That I was not present at said proceeding; That the within statements are an accurate transcription of the audio file, transcribed to the best of my ability;

I further certify that I am neither counsel nor solicitor to any of the parties in said action, nor interested in the event of the cause.

In witness whereof, I have hereunto set my hand and seal this date: November 3, 2023



Katherine Crowe, CVR-M

Notary Public for South Carolina

My Commission Expires: 9/29/25

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Western Surety Company

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Court of Common Pleas COURT

Case No. 2020-CP-07-01753

Plaintiff(s),

DIANA JANURA
V.

PLAINTIFF'S ATTACHMENT BOND

(S.C. Code Ann. § 15-19-80)

CRAIG BRIGHT

Defendant(s).

Effective Date: October 16th, 2023

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 66825891

That we, DIANA JANURA,
the above-named Plaintiff(s), as Principal(s), and WESTERN SURETY COMPANY, a corporation authorized
to do surety business in the State of South Carolina, as Surety, are held and firmly bound unto the
above-named court, in the sum of not to exceed Ten Thousand and 00/100
DOLLARS (\$10,000.00), for the payment of which well and truly to be made, we bind ourselves
and our legal representatives, firmly by these presents.

THE CONDITION of the above obligation is such that WHEREAS the Principal(s) has applied for a
warrant of attachment and is required to give this bond pursuant to S.C. Code Ann. § 15-19-80.

NOW, THEREFORE, if the Principal(s) shall pay all costs that may be awarded to the Defendant(s) and
all damages which the Defendant(s) may sustain by reason of the attachment (not exceeding the amount of
this bond specified above) if the Defendant(s) shall recover judgment or if the attachment is set aside by the
order of the court, then this obligation to be void; otherwise to remain in full force and effect. In no event
shall the total liability of the Surety for all breaches of the condition of this bond exceed the amount stated
above.

Dated this 12th day of October, 2023.



_____, Principal

By _____

_____, Principal

By _____

WESTERN SURETY COMPANY, Surety

By Paul T. Brufat

Paul T. Brufat, Vice President

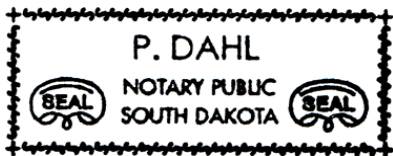
ACKNOWLEDGMENT OF SURETY

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 12th day of October, 2023, before me, the undersigned officer,

personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



P. Dahl

Notary Public, South Dakota

My Commission Expires June 18, 2025

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Attachment vs CRAIG BRIGHT

bond with bond number 66825891

for DIANA JANURA

as Principal in the penalty amount not to exceed: \$ 10,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 12th day of October,
2023.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

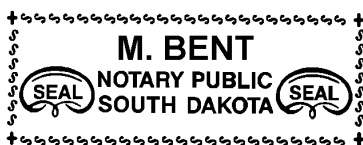
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 12th day of October, 2023, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires March 2, 2026

M. Bent

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



CNA Surety
PO Box 957289
St Louis, MO 63195-7289

Principal Information: ID:

DIANA JANURA
29 SEA OLIVE ROAD

HILTON HEAD ISLAND, SC 29928
Agency Code: 39-16769

Conquest Group, Inc.
P. O. Box 23977
Hilton Head Island, SC 29925

YOU CAN PAY ONLINE BY VISITING ONLINEPAY.CNASURETY.COM

Transaction Description: Transaction Effective Date: 10/16/2023

Bond/Policy #: 66825891

Written By: Western Surety Company
Description: Attachment vs CRAIG BRIGHT
Obligee:

Effective Date: 10/16/2023
Expiration Date: 10/16/2024
Current Penalty: \$10,000.00
Renewal Method:

Gross Premium Charge: \$100.00
Commission Amount:
Net Amount Due: \$100.00

Change Detail:

Agent: You may remove stub below to use as a billing/credit invoice

CNA Surety		INVOICE				
CO. #	BOND/POLICY #	EFFECTIVE DATE	ANNIVERSARY DATE	PROCESS DATE	PENALTY	
0601	66825891	10/16/2023	10/16/2024	10/12/2023	\$10,000.00	
PRINCIPAL	DIANA JANURA 29 SEA OLIVE ROAD, HILTON HEAD ISLAND, SC 29928					
RISK STATE	SC	WRITTEN BY Western Surety Company				
DESCRIPTION	Attachment vs CRAIG BRIGHT					
OBLIGEE						
AGENCY CODE 39-16769		\$100.00				
Your agent is: Conquest Group, Inc. P. O. Box 23977 Hilton Head Island, SC 29925						
			Western Surety Company			

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	FOR THE FOURTEENTH JUDICIAL CIRCUIT
Diana Bright,	)	Civil Action No.: 2020-CP-07-01753
	)	
Plaintiff,	)	
	)	WARRANT OF ATTACHMENT
vs.	)	(Real Property, Personal Property, and
	)	Business Assets Owned by Craig Bright)
Craig Bright	)	
	)	
Defendant.	)	
	)	

TO ALL AND SINGULAR THE SHERIFFS AND CONSTABLES OF SAID STATE AND COUNTY:

YOU ARE HEREBY commanded to attach and seize the real and personal property and business assets identified at the attached Exhibit "A", to serve such summons as may be placed in your hands and to make return of this attachment, with your actings and doings entered thereon, to this court. Hereof fail not.

Witness my hand and seal this _____ day of October, 2023.

 Clerk of Court
 Fourteenth Judicial Circuit
 Beaufort County, South Carolina

Exhibit "A"

- a. ALL that certain piece, parcel or lot of land, situate, lying and being on Hilton Head Island, County of Beaufort, State of South Carolina, shown and described as Lot B22, 1.50 acres, Spanish Wells Plantation, Hilton Head Island, on a plat recorded in the Beaufort County Records in Plat Book 67 at Page 42. For a more detailed description as to courses and distances, metes and bounds of the above-described lot, reference is had to the above-mentioned plat of record.

AND ALSO

All that certain piece, parcel or lot of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, shown and designated as the 0.19 acre parcel on that certain plat entitled "A Boundary Survey of Lots B20, B21, and B22, Widewater Road, A Section of Spanish Wells Plantation, Hilton Head Island, Beaufort County, South Carolina" prepared by Costal Surveying Co., Inc., Antoine Vinel, SCRLS #9064, dated April 16, 1998 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 67 at Page 42. Said land measures ten (10.00') feet on its northern side, five hundred forty-eight and thirty-hundredths (548.30') feet on its eastern side, sixteen and eight-hundredths (16.08') feet on its southern side, and five hundred fifty-five and forty-hundredths (555.40') feet on its western side. For a more detailed description as to courses and distances, metes and bounds of the above-described land, reference is had to the above-mentioned plat of record.

The above properties can also be shown by reference to that certain plat recorded in Plat Book 12 at Page 60.

Property Address: 24 Widewater Road, Hilton Head Island, South Carolina 29926

- b. Any and all right, title, and interest of Craig Bright in and to the following, whether now owned or existing or owned, acquired or arising hereafter (collectively, the "Personal Property, Business Assets");
 - i. Investment account with Charles Schwab, account ending in -3481;
 - ii. CrisCraft boat, located at 24 Widewater Road, Hilton Head Island, South Carolina 29926;
 - iii. All motor vehicles, including but not limited to a Bentley and a Ferrari, located at 24 Widewater Road, Hilton Head Island, South Carolina 29926;
 - iv. All Equipment, Fixtures, Furniture, General Intangibles, Inventory, and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, located at 19 Sheridan Park Circle, Bluffton, SC 29910, at

that business operation known as Casual Living, Fireside and Grillin', owned and operated by Bennies, Inc., a South Carolina corporation owned by Craig Bright, pursuant to S.C. Code Ann. § 15-19-220; and

- v. Craig Bright's fifty-percent (50%) ownership interest in BNC Holdings, LLC, a South Carolina limited liability company, pursuant to S.C. Code Ann. § 15-19-220.



Beaufort Common Pleas

Case Caption: Diana Janura f/k/a Diana Bright VS Craig Bright

Case Number: 2020CP0701753

Type: Order/Other

So Ordered

Jocelyn Newman

Electronically signed on 2023-11-29 14:57:49 page 4 of 4

EXHIBIT D

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Diana Janura f/k/a Diana Bright,

Plaintiff,

v.

Craig Bright,

Defendant.

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2020-CP-07-01753

**DEFENDANT'S EMERGENCY
MOTION AND MEMORANDUM IN
SUPPORT TO AMEND OR
DISCHARGE
WARRANT OF ATTACHMENT**

(Priority Motion)

YOU WILL PLEASE TAKE NOTICE THAT Defendant Craig Bright (“Defendant Bright”) shall move, by and through his undersigned counsel, before The Honorable Jocelyn Newman, Circuit Judge, South Carolina Court of Common Pleas, at a time and place to be designated by the Court for an Emergency Order, *inter alia*, amending or discharging the Warrant of Attachment entered on November 30, 2023, and modified in the Amended Order filed on October 17, 2024, attached as Exhibit A (“Warrant of Attachment”) to allow Defendant Bright to use Eighty-Six Thousand Four Hundred Twenty-Two and 00/100 Dollars (\$86,422.00) of the funds currently held in the trust account of Barnwell Whaley Patterson & Helms, LLC, pursuant to the Amended Order to satisfy a tax payments owed on or before June 16, 2025. See U.S. 2025 1040-ES & South Carolina 2025 1040-ES, attached as Exhibit B. This includes Eighty-One Thousand Three Hundred Ten and 00/100 Dollars (\$81,310.00) owed for federal taxes and Five Thousand One Hundred Twelve and 00/100 Dollars (\$5,112.00) owed for state taxes. See id. This Court should amend the Warrant of Attachment to allow these payments because of the special nature of Defendant’s Bright’s obligations to the United States and the State of South Carolina.

In addition, Plaintiff now admits that the funds being held in trust pursuant to the Amended Order exceed the amount required to secure the claim. The total amount held in escrow earmarked

specifically to apply towards any judgment is \$2,894,834.21. This sizeable sum is more than sufficient to apply toward any potential judgment that the Plaintiff might obtain against Defendant Bright. Plaintiff admits as much through Plaintiff's Offer of Judgment in the amount of Two Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$2,750,000.00) filed on May 6, 2025, attached as Exhibit C. At present, the funds being held in trust pursuant to the Amended Order exceed the amount of Plaintiff's offer of judgment by One Hundred Forty-Four Thousand Eight Hundred Thirty Four and 21/100 Dollars (\$144,834.21), which is more than enough to satisfy the tax payments owed on or before June 16, 2025. As previously demonstrated, the overly restrictive terms of the Warrant of Attachment prevent Defendant Bright from fairly managing his finances on a daily basis and are now admittedly excessive to secure any potential unliquidated claim Plaintiff may have against Defendant Bright.

Defendant Bright also requests modification of the terms of Warrant of Attachment to lift in full all other restrictions outside the attachment of the \$2,894,834.21 held in the trust account of Barnwell Whaley Patterson & Helms, LLC, pursuant to the Amended Order. This includes lifting in full the restrictions on his Charles Schawb account, the release of his vehicles, including his CrisCraft boat and Bentley motor vehicle, from the from the Warrant of Attachment, and the lifting in full of the restrictions on his business entities and assets.

For these reasons and others which Defendant Bright may offer at future argument, Defendant Bright respectfully moves for the Court to alter and amend its order.

[Separate Signature Page Follows]

Respectfully submitted,

**BARNWELL WHALEY PATTERSON &
HELMS, LLC**

/s/ Justin P. Novak

M. Dawes Cooke, Jr., Esquire
Justin P. Novak, Esquire
Jessica W. Stratta, Esquire
P.O. Drawer H
Charleston, South Carolina 29402
Phone: (843) 577-7700
Fax: (843) 577-7708
mdc@barnwell-whaley.com
jnovak@barnwell-whaley.com
jstratta@barnwell-whaley.com

Attorneys for Defendant Craig Bright

June 9, 2025

**EXHIBIT
A**

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Diana Janura f/k/a Diana Bright,

Plaintiff,

v.

Craig Bright,

Defendant.

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2020-CP-07-01753

AMENDED ORDER

This matter came before the Court for hearing on October 9, 2024, upon (1) Plaintiff's Verified Second Motion for Contempt and/or Motion for Rule to Show Cause (Violation of Warrant of Attachment by Defendant Craig Bright) filed on September 25, 2024; and (2) Defendant's Motion and Memorandum in Support to Vacate and Discharge the *Ex Parte* Warrant of Attachment (Real Property, Personal Property, and Business Assets Owned by Craig Bright) filed on November 29, 2023. Present at the hearing were Justin P. Novak, Esquire, and M. Dawes Cooke, Esquire, as counsel for Defendant Craig Bright, and Thornwell F. Sowell, III, Esquire, and Caroline D. Gimenez-Kaushik, Esquire, as counsel for Plaintiff Diana Janura. After careful consideration of the parties' arguments and submissions, this Court hereby revises and amends the Warrant of Attachment filed on November 29, 2023, as follows:

1. The Five Hundred Thousand and 00/100 Dollars (\$500,000.00) that Defendant Craig Bright has placed in escrow for this litigation shall remain in escrow pursuant to the existing escrow agreement unless otherwise ordered by the Court.
2. The funds contained within all of Defendant Craig Bright's investment brokerage account(s) with Charles Schwab shall remain within Defendant Craig Bright's investment brokerage account(s) held at Charles Schwab except that Defendant Craig Bright may purchase, sell, trade, exchange, transfer, convey, and/or otherwise dispose of the securities, cash, bonds, and other types of investment instruments held in the account(s) as long as the proceeds (including any securities, cash, bonds, or other types of investment instruments purchased or exchanged for) or losses of any such

transaction remain within Defendant Craig Bright's investment brokerage account(s) with Charles Schwab. Defendant Craig Bright may also use the securities, cash, bonds, and other types of investment instruments held in the individual investment brokerage account(s) with Charles Schwab to lessen the amount of the pledged asset line of credit owed by Defendant Craig Bright to Charles Schwab. This provision shall remain in effect until further Order of this Court or the conclusion of this litigation.

3. The Warrant of Attachment is expressly modified as follows:
 - a. With respect to the real and personal property located at 24 Widewater Road, Hilton Head Island, South Carolina 29926, identified and described as Lot B22, 1.50 acres, Spanish Wells Plantation, Hilton Head Island, on a plat recorded in the Beaufort County Records in Plat Book 67 at Page 42, and the 0.19 acre parcel on that certain plat entitled "A Boundary Survey of Lots B20, B21, and B22, Widewater Road, A Section of Spanish Wells Plantation, Hilton Head Island, Beaufort County, South Carolina" dated April 16, 1998, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 67 at Page 42, and known as Tax Map No. R510-010-000-0093-0000, as described in Attachment "A" to the Warrant of Attachment (the "House"), Defendant shall be permitted to sell the House subject to the following conditions: (1) the transaction must be supervised and the closing conducted by Barnwell Whaley Patterson & Helms, LLC, including the distribution of all proceeds; and (2) all proceeds of the sale shall be used first to pay off any mortgage(s) or lien(s) on the House. The balance of all proceeds shall be deposited in an escrow or trust account with Barnwell Whaley Patterson & Helms, LLC. Defendant Craig Bright shall provide a copy of all closing documents to Plaintiff within ten (10) days of closing;
 - b. With respect to Defendant Craig Bright's CrisCraft Boat located at 24 Widewater Road, Hilton Head Island, South Carolina 29926 (the "Boat"), Defendant shall be permitted to sell the Boat subject to the condition that any and all proceeds from the sale shall be used first to pay off any lien(s) on the Boat. The balance of all proceeds shall be deposited in an escrow or trust account with Barnwell Whaley Patterson & Helms, LLC. Defendant Craig Bright shall provide a copy of all sale(s) documents to Plaintiff within ten (10) days of any sale of the Boat;
 - c. With respect to Defendant Craig Bright's motor vehicles, including but not limited to the Bentley, Ferrari, and motorcycles located at 24 Widewater Road, Hilton Head Island, South Carolina 29926, Defendant shall be permitted to sell his motor vehicle(s) subject to the condition that any and all proceeds from the sale(s) shall be used first to pay off any lien(s) on the motor vehicle that has been sold. The balance of all proceeds from the sale(s) shall be deposited in an escrow or trust account with Barnwell Whaley Patterson & Helms, LLC. Defendant Craig Bright shall provide a copy of all sale(s) documents to Plaintiff within ten (10) days of the sale of any motor vehicle(s);

- d. With respect to all Equipment, Fixtures, Furniture, General Intangibles, Inventory, and, to the extent not otherwise included, all proceeds and products of any and all of the foregoing, located at 19 Sheridan Park Circle, Bluffton, SC 29910, at that business operation known as Casual Living, Fireside and Grillin', owned and operated by Bennies, Inc. a South Carolina corporation owned by Defendant Craig Bright, Defendant shall be permitted to purchase and sell any inventory of Casual Living, Fireside and Grillin', and to operate and conduct the business of Casual Living, Fireside and Grillin' and Bennies, Inc. in the normal course. Defendant shall provide copies of monthly financial statements for Bennies, Inc. and Casual Living, Fireside and Grillin' to Plaintiff on a monthly basis. Additionally, Defendant is ordered to provide the latest tax returns for Bennies, Inc. and Casual Living, Fireside and Grillin' to Plaintiff within ten (10) days of the entry of this Order.
4. Defendant Craig Bright, and any entity in which he has an interest, is hereby enjoined from creating, establishing, founding, merging, or purchasing an interest in any entity in which he does not currently own an interest from the date of this Order until the termination of this litigation. Defendant Craig Bright, including any entity in which he currently has an interest, may transfer, sell, or otherwise dispose of any other real property, personal property, assets, or liability within the ordinary course of business, subject to Plaintiff's approval which shall be exercised in good faith. Further, pursuant to this Court's order on November 21, 2023 that Defendant answer all discovery regarding his net worth, Defendant is ordered to provide a verified list of all entities in which he has any interest and to provide all financial records and documentation of such entities, including for any purchase, exchange, transfer, sale, or other disposition of any other real property, personal property, asset, or liability from the date of this order through the termination of this litigation. Defendant is once again ordered to answer all discovery (specifically discovery regarding his net worth) in accordance with this Court's prior orders, and he is further ordered to supplement and verify all discovery pursuant to Rule 26(e), SCRPC.
5. Defendant Craig Bright, including any entity in which he has an interest, shall not remove any of his assets from South Carolina nor assign or dispose of any of his assets other than as permitted in Paragraphs 1 and 2 until further order of this Court or the termination of this litigation. He shall not remove any assets from South Carolina nor assign or dispose of any of his assets so as to knowingly reduce his personal net worth, until further order of this Court or the termination of this litigation.
6. This Order is entered without prejudice to any right or claim of either party pursuant to S.C. Code § 15-19-10 *et seq.*, including the parties' respective contentions as to the propriety of the Warrant of Attachment, the sufficiency of the bond posted in support of the Warrant of Attachment, or Defendant's violations of the Warrant of Attachment while it was in place.

AND IT IS SO ORDERED.



Beaufort Common Pleas

Case Caption: Diana Bright , plaintiff, et al VS Craig Bright

Case Number: 2020CP0701753

Type: Order/Other

So Ordered

Jocelyn Newman

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ELECTRONICALLY FILED - 2025 May 06 1:10 PM - BEAUFORT - COMMON PLEAS - CASE#2020CP07017533
ELECTRONICALLY FILED - 2025 Jun 09 10:56 AM - BEAUFORT - COMMON PLEAS - CASE#2020CP07017533

Diana Janura f/k/a Diana Bright,	)	
	)	
Plaintiff	)	PLAINTIFF’S OFFER
	)	OF JUDGMENT
vs.	)	
	)	
Craig Bright,	)	
	)	
Defendant	)	
	)	

Pursuant to Rule 68 of the S.C. Rules of Civil Procedure and S.C. Code Ann. § 15-35-400, the Plaintiff Diana Janura f/k/a Diana Bright, makes, through her undersigned counsel, an Offer of Judgment as to all Plaintiff's causes of action in this matter to the Defendant in this action of Two Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$2,750,000.00). Additionally, this Offer of Judgment is contingent upon Defendant dismissing with prejudice and releasing Plaintiff from any and all counterclaims. Plaintiff makes this Offer of Judgment for the purposes specified in the Rule and Statute with intent of seeking interest and costs post-trial.

If the Plaintiff herein ultimately obtains a collective verdict or determination at least as favorable as the rejected offer herein, the Plaintiff shall move the Court to award any recoverable administrative, filing, and other Court costs, including deposition costs, incurred on her behalf

EXHIBIT E

from the date of the offer, plus legal interest computed on the amount of the verdict or award from the date of this offer to the Entry of Judgment, plus such other and further relief as the Court deems just and appropriate.

SOWELL & DuRANT, LLC

By: s/Bess J. DuRant
Thornwell F. Sowell III, SC Bar No. 5197
bsowell@sowelldurant.com
Bess J. DuRant, SC Bar No. 77920
bdurant@sowelldurant.com
1325 Park Street, Suite 100
Columbia, South Carolina 29201
(803) 722-1100

Attorneys for Plaintiff Diana Janura

Columbia, South Carolina
May 6, 2025

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) FOR THE FOURTEENTH JUDICIAL CIRCUIT

Diana Bright,) Civil Action No.: 2020-CP-07-01753
)
Plaintiff,)
)
vs.) **WARRANT OF ATTACHMENT**
) **(Real Property, Personal Property, and**
) **Business Assets Owned by Craig Bright)**
Craig Bright)
)
Defendant.)
)
_____)

TO ALL AND SINGULAR THE SHERIFFS AND CONSTABLES OF SAID STATE AND COUNTY:

YOU ARE HEREBY commanded to attach and seize the real and personal property and business assets identified at the attached Exhibit "A", to serve such summons as may be placed in your hands and to make return of this attachment, with your actings and doings entered thereon, to this court. Hereof fail not.

Witness my hand and seal this _____ day of October, 2023.

Clerk of Court (L.S.)
Fourteenth Judicial Circuit
Beaufort County, South Carolina

Exhibit "A"

- a. ALL that certain piece, parcel or lot of land, situate, lying and being on Hilton Head Island, County of Beaufort, State of South Carolina, shown and described as Lot B22, 1.50 acres, Spanish Wells Plantation, Hilton Head Island, on a plat recorded in the Beaufort County Records in Plat Book 67 at Page 42. For a more detailed description as to courses and distances, metes and bounds of the above-described lot, reference is had to the above-mentioned plat of record.

AND ALSO

All that certain piece, parcel or lot of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, shown and designated as the 0.19 acre parcel on that certain plat entitled "A Boundary Survey of Lots B20, B21, and B22, Widewater Road, A Section of Spanish Wells Plantation, Hilton Head Island, Beaufort County, South Carolina" prepared by Costal Surveying Co., Inc., Antoine Vinel, SCRLS #9064, dated April 16, 1998 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 67 at Page 42. Said land measures ten (10.00') feet on its northern side, five hundred forty-eight and thirty-hundredths (548.30') feet on its eastern side, sixteen and eight-hundredths (16.08') feet on its southern side, and five hundred fifty-five and forty-hundredths (555.40') feet on its western side. For a more detailed description as to courses and distances, metes and bounds of the above-described land, reference is had to the above-mentioned plat of record.

The above properties can also be shown by reference to that certain plat recorded in Plat Book 12 at Page 60.

Property Address: 24 Widewater Road, Hilton Head Island, South Carolina 29926

- b. Any and all right, title, and interest of Craig Bright in and to the following, whether now owned or existing or owned, acquired or arising hereafter (collectively, the "Personal Property, Business Assets");
 - i. Investment account with Charles Schwab, account ending in -3481;
 - ii. CrisCraft boat, located at 24 Widewater Road, Hilton Head Island, South Carolina 29926;
 - iii. All motor vehicles, including but not limited to a Bentley and a Ferrari, located at 24 Widewater Road, Hilton Head Island, South Carolina 29926;
 - iv. All Equipment, Fixtures, Furniture, General Intangibles, Inventory, and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, located at 19 Sheridan Park Circle, Bluffton, SC 29910, at

that business operation known as Casual Living, Fireside and Grillin', owned and operated by Bennies, Inc., a South Carolina corporation owned by Craig Bright, pursuant to S.C. Code Ann. § 15-19-220; and

- v. Craig Bright's fifty-percent (50%) ownership interest in BNC Holdings, LLC, a South Carolina limited liability company, pursuant to S.C. Code Ann. § 15-19-220.



Beaufort Common Pleas

Case Caption: Diana Janura f/k/a Diana Bright VS Craig Bright

Case Number: 2020CP0701753

Type: Order/Other

So Ordered

Jocelyn Newman

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Re: Diana Janura f/k/a Diana Bright vs. Craig Bright

AUDIO TRANSCRIPTION OF

DBright_001509-

81538714_31690_05-07-2023_12-11-39_1-312-375-2147_2103

AUDIO NUMBER

81538452_31690_05-07-2023_10-10-05_1-843-384-7776_1108

DATE

05/07/2023

1 OPERATOR:

2 The time is 10:08 a.m. To report sexual assault
3 or harassment, press 0. Press 0 to make a confidential
4 call with no pin. Press 1 to place a call. Press 2 to
5 enroll. Press 4 for the message system -- please enter
6 your pin number follow -- after the tone please say
7 your first and last name.

8 MR. BRIGHT:

9 Craig Bright.

10 OPERATOR:

11 Press 3 to make a free call. Press 9 for help.
12 Press the star key to return to the main menu. For
13 calls within the United States, Canada, and the
14 Caribbean, please enter the area code, prefix, and
15 number. Hello. You have a call at no expense to you
16 from --

17 MR. BRIGHT:

18 Craig.

19 OPERATOR:

20 -- an inmate at Beaufort County --

21 FEMALE:

22 Hi.

23 OPERATOR:

24 -- Detention Center. To accept this call press or
25 say 5. To refuse this call hang up now.

1 FEMALE:

2 5.

3 OPERATOR:

4 This call will be recorded and subject to
5 monitoring at any time. Thank you for using IC
6 Solutions. You may begin speaking.

7 FEMALE:

8 Hi. I was in the bathroom (inaudible) when it
9 rang.

10 MR. BRIGHT:

11 Oh, no. No problem. Hi.

12 FEMALE:

13 Yeah. So, what's happening?

14 MR. BRIGHT:

15 Oh, nothing. I just got out of my cell. So,
16 that's good. It's the first time I've been out.

17 FEMALE:

18 Yeah.

19 MR. BRIGHT:

20 Yeah. Nice to stand up.

21 FEMALE:

22 Yeah. How are you -- how are you doing with the
23 detox?

24 MR. BRIGHT:

25 I'm doing okay. They're giving me some medicine.

1 It took them a couple days, but they got me some.

2 FEMALE:

3 Yeah.

4 MR. BRIGHT:

5 And so I'm just -- I'm waiting for it to get over
6 so I can get out of being in solitary.

7 FEMALE:

8 You're in solitary?

9 MR. BRIGHT:

10 Yeah. (Inaudible) in a room by myself 24/7, so.

11 FEMALE:

12 For how long?

13 MR. BRIGHT:

14 You know, once I get cleared, and then I'll be
15 able to get into the general population so I can leave
16 my room -- not leave my room but, you know, at least
17 walk around and watch a little TV or something like
18 that.

19 FEMALE:

20 How long do you think that will be?

21 MR. BRIGHT:

22 Monday.

23 FEMALE:

24 Oh.

25 MR. BRIGHT:

1 Hopefully tomorrow. I just want to get a shower
2 and brush my teeth and things like that. So I should
3 be able to do that --

4 FEMALE:

5 Yeah.

6 MR. BRIGHT:

7 -- be able to do that tomorrow, so. Anyway, just
8 plugging along. You know, it is what it is.

9 FEMALE:

10 Well, you know I'm thinking about you almost every
11 minute.

12 MR. BRIGHT:

13 Yeah.

14 FEMALE:

15 And so are other people, so. I don't know. You
16 know, I can't come visit you. You realize that.

17 MR. BRIGHT:

18 No, nobody can visit me, Mom. Nobody visits.

19 FEMALE:

20 Yeah? Well, I think there are visiting hours.

21 MR. BRIGHT:

22 No, I mean it's just -- it's just not even -- this
23 -- it's, you know, it's just -- it's just a little
24 jail. There's no need for anybody to visit. Maybe the
25 only person that I really -- and I just don't have her

1 number -- that I need to talk with maybe tomorrow
2 sometime is Michelle.

3 FEMALE:

4 Oh. Well, Michelle gave me (inaudible) number.
5 She's been trying to get through to you but they won't
6 -- won't let her call. Do you have a pen there? I
7 don't have her number in front of me --

8 MR. BRIGHT:

9 No.

10 FEMALE:

11 -- (inaudible) could do to be able to get her to
12 talk to you? Do you need to --

13 MR. BRIGHT:

14 I don't know. I'll --

15 FEMALE:

16 (Inaudible) --

17 MR. BRIGHT:

18 -- figure it out Monday. I don't know. I'll
19 figure it out Monday if I get out of here.

20 FEMALE:

21 Yeah.

22 MR. BRIGHT:

23 I just need to know what's going on with -- she's
24 taking care of a lot of (inaudible) my personal -- all
25 my personal stuff.

1 FEMALE:

2 Well, she tried to call --

3 MR. BRIGHT:

4 Oh, yeah.

5 FEMALE:

6 -- and (inaudible) talk.

7 MR. BRIGHT:

8 Yeah, (inaudible). Yeah, no, you just can't call
9 the jail and talk to somebody. So, yeah. You know,
10 just counting the, you know, next week or (inaudible)
11 talk to my -- talk to my attorney and, you know, they
12 (inaudible), you know, that'd I'd only have to do 10,
13 11, 12 days, something like that, instead of the whole
14 20. But, you know, I -- nothing I can do. (Inaudible)
15 hurry it up. You know, so talk to Michelle and make
16 sure she gets my bills paid.

17 FEMALE:

18 Well, I think she will. She went over to your
19 house and checked the locks and everything like that on
20 it, picked up the mail, so.

21 MR. BRIGHT:

22 Yeah, yeah. Everything's locked up. I just --
23 there are some bills and a mortgage and things. I just
24 don't know how long I'll be. I mean I shouldn't be any
25 longer than 20 days. I'm hoping to be a little less

1 than 12. And I just wanted to make sure they got
2 everything 'cause obviously the trip got canceled
3 abruptly so I just was trying to see if they could get
4 any of that salvaged in regards to money back, things
5 like that, but.

6 FEMALE:

7 Michelle's taking care of everything that she can
8 take care of. I know that.

9 MR. BRIGHT:

10 No, I know she does. She (inaudible) personal
11 assistant for that. I can pay her for it. She does a
12 wonderful job, so.

13 FEMALE:

14 Well, you know, our hearts are going out to you,
15 but --

16 MR. BRIGHT:

17 No, no need for a heart to go out to me. I'm here
18 for a reason, and I can't go by my kid's school and I
19 can't go to the soccer games.

20 FEMALE:

21 Well, so stop all of that because you can't do it
22 because you're not doing what you're following the
23 rules. So anyhow, there's no need to get into it and -
24 -

25 MR. BRIGHT:

1 No, no, no. Hey, I told the (inaudible) here, I
2 told him I would do it all over again. I mean I'm not
3 going to (inaudible) because this woman is scaring away
4 from my children and (inaudible) that's -- that's what
5 she does. So, anyway, I got myself here. Anyway, it
6 doesn't really matter. I'm fine doing the time because
7 (inaudible) cleaned up a little bit (inaudible) when I
8 get out here I'm going to get out of town for while and
9 try to liquidate. You know, I mean obviously
10 (inaudible) I've got everybody -- everybody in law
11 enforcement and the fire department wanting me, so I'm
12 getting out. So I just need to pick a place to go, you
13 know (inaudible).

14 FEMALE:

15 Well, you know --

16 MR. BRIGHT:

17 But first steps.

18 FEMALE:

19 -- I don't know what to say to you other than --

20 MR. BRIGHT:

21 Nothing, nothing to say. You're the only one
22 that's -- you've been, I mean, there's nothing to say.
23 Everybody's in really complete shock, but we didn't
24 expect the (inaudible) lawyer to show up and just
25 continue on with the judge out of Greenville and -- and

1 she's -- whatever. I could care less. I really could
2 care less. I'm (inaudible) in the whole -- the whole
3 thing. (Inaudible) calling the lawyers, I mean they
4 have (inaudible). It doesn't matter. (Inaudible). I
5 mean, I'll leave it all -- leave it all behind, and
6 that's what my advice has been from people is just get
7 as far away from her and her kids as possible, so.

8 FEMALE:

9 Well, I think that's probably it --

10 MR. BRIGHT:

11 Yeah.

12 FEMALE:

13 -- and make a life (inaudible) have a life, but
14 you've got to stop drinking no matter where you go.

15 MR. BRIGHT:

16 Yes, yeah.

17 FEMALE:

18 That's important. Well, listen, you have my
19 number. How often can you call me?

20 MR. BRIGHT:

21 I have no -- I don't have any idea, Mom. It's the
22 first time I've been on the phone in four days.

23 FEMALE:

24 I'm sorry?

25 MR. BRIGHT:

1 (Inaudible) have no idea. When you come here, you
2 don't have much choice (inaudible) sleeping on a stone
3 (inaudible) rubber mat or anything. So it's not like I
4 get to pick when I do anything or go anywhere right now
5 because (inaudible) in the hospital. I don't have any
6 time to (inaudible) sunlight or reading or anything.
7 I'm just trying to get out of medical, and they were
8 just (inaudible) to me. Just got them today for the
9 first time.

10 FEMALE:

11 All right. Listen, you know --

12 MR. BRIGHT:

13 When Michelle calls, do me a favor and thank her
14 for me. I know that she -- I don't have her number.
15 I'm going to try on Monday to give her a call at work,
16 and then I'm going to ask her to reach out to a few
17 people that can help me pull some things together, so
18 when I do get out of here I can --

19 FEMALE:

20 Do you want me to call (inaudible)?

21 MR. BRIGHT:

22 No.

23 FEMALE:

24 Okay. Well --

25 MR. BRIGHT:

1 No, because --

2 FEMALE:

3 -- how about your friend Joe?

4 MR. BRIGHT:

5 No, Joe knows I'm in here. (Inaudible) there's
6 nothing anybody can do. So, no, I'll probably reach
7 out to Katrina when I get out, and get a place at in
8 Chicago for a while, so. That's going to be the plan
9 'cause they're not going anywhere, and Diana's not
10 going anywhere. (Inaudible) is only (inaudible) away
11 from being able to (inaudible) around (inaudible). But
12 I'm giving up all this stupid stuff. I mean I can't
13 compete with people in their deposition that don't tell
14 the truth. I mean, I just can't, and I'm not going to.
15 (Inaudible) doesn't matter. So I got my 20 days. I'm
16 hoping to get out in another 10 days (inaudible) and --

17 FEMALE:

18 Well, listen, just know I love you and I know what
19 you're going through. I mean, I don't know what you're
20 going through, but I can only imagine. But know that
21 people (inaudible) care about you, okay?

22 MR. BRIGHT:

23 Yes, ma'am, I will (inaudible).

24 FEMALE:

25 All right. Try to give me a call --

1 MR. BRIGHT:

2 When I can.

3 FEMALE:

4 (inaudible) mother isn't able to make much contact
5 and she needs you. Okay?

6 MR. BRIGHT:

7 Yeah, they don't care, Mom (inaudible). Just
8 please call -- please call Michelle and have her call -
9 -

10 FEMALE:

11 Okay.

12 MR. BRIGHT:

13 -- have her call Katrina for me, please.

14 FEMALE:

15 Oh, okay, okay (inaudible).

16 MR. BRIGHT:

17 Okay. Thanks, Mom. I love you (inaudible) bye.

18 (END OF AUDIO)
19
20
21
22
23
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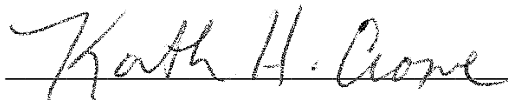
C E R T I F I C A T E

I, the undersigned, Katherine Crowe, CVR-M, Notary Public in and for the State of South Carolina, do hereby certify that the foregoing transcript was prepared by me at my hand;

That I was not present at said proceeding; That the within statements are an accurate transcription of the audio file, transcribed to the best of my ability;

I further certify that I am neither counsel nor solicitor to any of the parties in said action, nor interested in the event of the cause.

In witness whereof, I have hereunto set my hand and seal this date: November 3, 2023



Katherine Crowe, CVR-M

Notary Public for South Carolina

My Commission Expires: 9/29/25

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**EXHIBIT
C**



**AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE
(RESIDENTIAL)**

PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), _____ ("Buyer"), and
Seller(s), Craig Bright ("Seller").

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing. Gilbert Law Firm
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to initially cause this primary Contract to be binding on all Parties.
(E) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(F) "Time" - all time stated shall be South Carolina local time. **Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.**

☐ **BUYER** ☐ **SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE**

RM (Initials) BUYER(s) acknowledges receipt of the SC Disclosure of Brokerage Relationships form and is receiving ☒ Client ☐ Customer service in this transaction.

(initials) SELLER(s) acknowledges receipt of the SC Disclosure of Brokerage Relationships form and is receiving ☐ Client ☐ Customer service in this transaction.

2. PURCHASE PRICE: \$ 4,500,000.00 Four Million Five Hundred Thousand
Payable by transfer of Good Funds via ☐ Finance or ☐ a combination of Finance and Cash USD or ☒ Cash USD.
Verification of Cash available for Closing is ☐ attached ☐ not attached ☒ to be Delivered before 12/14/2023.
This Contract ☐ is ☒ is not contingent upon the sale and closing of Buyer's real property and SCR504 ☐ is ☒ is not attached.

3. PROPERTY: Hereby acknowledging sufficient good Contract consideration (e.g. mutual promises herein), Seller will sell and convey and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain in operable condition the Property and any personal property conveying in same operable condition, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal operable wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, lease issues and financed equipment prior to signing Contract. Leasing issues and items and financed equipment see Adjustments (e.g. tenants, leases, future vacation renters, SC vacation rental act reservations, rents, deposits, documents, solar panels, fuel tanks with fuel, alarm systems, satellite equipment, roll carts).

Address 24 Widewater Road Unit # _____
City Hilton Head Island State of South Carolina
Zip 29926 County of Beaufort
Lot _____ Block _____ Section/Phase _____ Subdivision Spanish Wells
Other _____ Tax Map R510-010-000-0093-0000
Parties agree that no personal property will transfer as part of this sale, except described below and/or ☒ in attachment(s):

[RM] BUYER [_____] BUYER [_____] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

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4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before December 22, 2023 ("Closing Date"). Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s): Rhonda Middleton

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Parties agree to hire/use licensed Attorney(s). Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

5. EARNEST MONEY: Total \$ 2,250,000.00 (USD) Earnest Money is paid as follows: \$ 0.00 accompanies this offer and \$ 2,250,000.00 will be paid by 6 P.M. on 12/14/2023 (date) and Earnest Money is in the form of ☐ check ☐ cash

☒ other (e.g. wire) wire to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Gilbert Law Firm as Escrow Agent to deposit and hold and disburse earnest money according to the terms of any separate escrow agreement, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request. If Earnest Money is not delivered by the agreed upon date above Seller may terminate the contract by delivering Notice of Termination to the Buyer.

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT (e.g. SCR518, SCR517, MEDIATION AGREEMENT) OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR RELATED TO EARNEST MONEY, PARTY RECEIVING THE LEAST AMOUNT OF EARNEST MONEY IN THE COURT'S DISBURSEMENT ORDER AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT \$ 0.00 SHALL BE PAID TO THE ESCROW AGENT BY THE PARTIES AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.

6. TRANSACTION COSTS:

A. TRANSACTION COSTS

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs.

- 1) Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (including but not limited to mortgage insurance, title insurance lender/owner, flood, insurance, and hazard insurance) discount points, interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor.
- 2) Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes prorated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.
- 3) The following costs in addition to the costs above will be the considered ☒ Seller's or ☐ Buyer's transaction costs. If no box is checked these costs will be added to Seller's transaction costs.
 - a) All costs to obtain information from or pertaining to owners' association (e.g. printing or document fees charged to requesting party by the HOA)
 - b) Private and/or Public Transfer Fees
 - c) Any costs similar to transfer fees (e.g. certificate of assessment, capital contributions, working capital, estoppel fees or otherwise named but similar fees)

[RM] BUYER [] BUYER [] SELLER [] SELLER
 [] BUYER [] BUYER [] SELLER [] SELLER

- 4) At Closing, Seller will pay Buyer's transaction costs not to exceed \$ 0.00, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

HOA dues and assessments are not considered transactions costs and are addressed by the closing attorney as needed per paragraph 22. A transfer fee is a nonrecurring fee that is being assessed solely because of a transfer in property ownership.

B. HOA Assessments (Special, Nonrecurring, Unexpected, Non-Budgeted, Etc.)

This does not apply to HOA Dues or Membership Fees. Select only one of the Following Options

- ☒ Option 1: Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer. Any remainder of the balance due on a Special Assessment approved prior to closing will be paid in full by the Seller at Closing.
- ☐ Option 2: Seller shall be responsible for the portion of any Special Assessments approved prior to Closing that are due in the calendar year of Closing. Any remaining Special Assessment payments in subsequent years are the responsibility of the Buyer. Parties direct Closing Attorney to make the appropriate adjustments per Paragraph 22 of this agreement. Special Assessments approved after Closing shall be the responsibility of the Buyer.

7. FINANCE: Buyer's obligation under this Contract ☐ is ☒ is not contingent upon obtaining financing of a ☐ 30 year or ☐ 15 year or ☐ other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts to a maximum _____ % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize Buyer's Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing by _____ (date) and shall Deliver Notice to Seller of reasonable pre-final loan approval (e.g. pre-approval letter, initial approval letter) that contains no unreasonable credit, income, or asset conditions by _____ (date) (no repairs required prior to this Notice). Final loan approval occurs when Lender funds loan(s). If the Buyer changes their Lender during the Financing Period they must notify the seller in writing within _____ calendar days. Absent written approval by the Seller, Buyer cannot change lender if the closing date agreed upon in Paragraph 4 will change as a direct result. If a Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice.

Lender (may change): _____ ☐ FHA ☐ VA ☐ Conventional ☐ Seller
☐ Other _____. An FHA VA Financing Addendum ☐ is ☐ is not attached. Additional financing terms
☐ are ☐ are not attached.

8. DUE DILIGENCE:

The DUE DILIGENCE PERIOD begins upon the Effective Date and shall expire at 6 P.M. on 12/19/2023 (date). Any extension to this date must be made in writing and agreed to by both Parties.

During the Due Diligence Period, Buyer may take timely/prudent steps to help Buyer/Inspectors, Seller/Estimators, and REALTORS® all have adequate time for: Buyer to coordinate Inspections and Repair Requests, Seller to obtain Repair estimates, Buyer and Seller to negotiate Repairs, and Buyer to potentially timely/properly Due Diligence terminate or buy.

During the Due Diligence Period, Seller agrees Buyer may rely on the following list of five items in accordance with Contract and laws. Buyer is solely responsible for Inspections. Buyer is not required to Inspect. Until Buyer timely/properly terminates the Contract or the Parties agree on an amended Contract, the Buyer can rely on #1, #2, #3, #4, and #5. TIME IS OF THE ESSENCE. Delivering a Repair Request does not extend the Due Diligence Period.

- (1) Conduct/obtain Inspections [e.g. on site conditions, off site conditions]
- (2) Deliver Repairs Requests Notice to Seller [e.g. SCR525 with all repair requests, all/portions of reports]
- (3) Proceed under amended Contract [e.g. SCR310 and SCR525, SCR390, SCR391]
- (4) Proceed under As Is Contract [e.g. Buyer desires to buy anyway, Buyer wants Property without Repair]
- (5) Terminate Contract by timely/properly Delivering "Notice of Termination" and "Termination Fee" to Seller within the Due Diligence Period.

[] BUYER [_____] BUYER [_____] SELLER [_____] SELLER [_____]
 [_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER [_____]

TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract only by Delivering to the Seller both Notice of Termination and a Termination Fee of \$ 0.00 USD Good Funds.

DURING THE DUE DILIGENCE PERIOD, SHOULD BUYER FAIL TO OBTAIN A NEW/AMENDED CONTRACT WITH THE SELLER OR BUYER FAIL TO TIMELY/PROPERLY DUE DILIGENCE TERMINATE THE CONTRACT DURING THE DUE DILIGENCE PERIOD: The Buyer agrees to buy and Seller agree to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear otherwise without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed in writing by the Parties in this Contract.

9. INSPECTION/REINSPECTION RIGHTS: Buyer and SC licensed and insured inspectors ("Inspectors") reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for Inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will grant the Buyer the right to perform a final walkthrough inspection of the property within 48 hours prior to the closing date. Seller will keep all utilities operational through Closing unless otherwise agreed:

☐ Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the Inspections

Other Seller to keep all utilities on until day of closing. ☐ see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

10. APPRAISED VALUE:

☐ This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Calendar Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller.

☒ This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

11. WOOD INFESTATION REPORT: If the Property to be sold has been previously occupied, this Contract is ☒ contingent ☐ not contingent upon the ☐ Buyer ☒ Seller having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the ☐ Buyer ☒ Seller. ☐ Buyer ☒ Seller shall deliver timely Notice of and shall deliver to Closing a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than 3 calendar days prior to Closing. If the Buyer is responsible for having the Property inspected as indicated above, but does not have the Property timely inspected for the report's required Delivery time frame, the Buyer waives any and all rights under the terms of this section. The Seller makes no warranties with regard to matters covered by such infestation report or any other improvement unless specifically stated in this Contract.

If the wood infestation report reveals the presence or indication of or damages by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish the Buyer with a CL100 wood infestation report by a qualified/licensed/bonded pest control operator (dated no earlier than 30 calendar days prior to Closing) that the Property is free from infestation or any damage herein mentioned; or documentation that the infestation has been treated and damage has been repaired as appropriate in a workmanlike manner on or before closing and reported by an appropriate licensee. State law and regulations control CL100 issues. If the Seller does not make the repairs and treatment, the Buyer shall have the option to (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Contract by Delivering Notice of Termination to the Seller. If the Property to be sold has not been previously occupied, Seller shall certify that the Dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide at Closing to the Buyer a written certification from a qualified/licensed/bonded pest control operator. The obligations of the Seller under this Section terminate after the Closing.

[RM] BUYER [] BUYER [] SELLER [] SELLER
[] BUYER [] BUYER [] SELLER [] SELLER

12. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands/beachfront determined, and appropriate insurance (e.g. flood, flood contents, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, flood contents, hazard, liability) for the property prior to signing Contract.

13. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

14. HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"): Parties agree that a Home Warranty ordered by _____ n/a with at least twelve months of coverage after Closing Date ☐ will ☒ will not be provided by Closing and \$ _____ will be paid by _____ n/a to the Home Warranty Company. Buyer to pay any deficit and surplus reverts to payor. Proposed HWC and type of HWC: _____ n/a.

NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

15. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for 5 Calendar Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount sufficient for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

16. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

☒ Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer/making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers have met requirements of SC Code 27-50-70 and Brokers are not responsible or liable for any information in the CDS. CDS is not a substitute for the Buyers and Inspectors inspecting the Property (related issues/onsite/offsite) "Property issues" for all needs.

☐ Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property Issues for all their needs.

17. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms (e.g. SCR315) and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property issues per their needs.

18. SEX OFFENDER/CRIMINAL INFORMATION: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

19. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker ☐ may ☒ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

[RM] BUYER [_____] BUYER [_____] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

20. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

21. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms; and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

22. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance (including any non-special assessments assessed due to increased premiums), EMS service, fuel/consumables, and all other non-special assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available and Buyer takes timely reasonable steps to minimize taxes. This section survives Closing. Buyer is solely responsible for timely and reasonably minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.

23. DEFAULT:

- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
 - (i) Deliver Notice of Default to Seller and terminate Contract; and
 - (ii) Pursue any remedies available to Buyer at law or equity; and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller found in default/breach of Contract.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
 - (i) Deliver Notice of Default to Buyer and terminate Contract; and
 - (ii) Pursue any remedies available to Seller at law or equity; and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer found in default/breach of Contract.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

24. MEDIATION: To potentially avoid expensive/lengthy/uncertain litigation, Parties may voluntarily/cooperatively decide which mediator to hire, how to pay the mediator, where to meet for mediation talks, and their own settlement agreement. Mediators do not decide settlement outcomes (Parties decide). Mediators merely facilitate the Parties reaching their own settlement and documenting settlement. Parties agree to attempt mediation for any dispute, claim, breach, representations made by any Party. Broker/other (e.g. concealment, misrepresentation, negligence, fraud) or service issues related to this Contract by using the National Association of REALTORS® Mediation Dispute Resolution System 803-772-5206 or www.NAR.REALTOR/policy/mediation or www.screaltors.org/mediation. Parties agree that the duty to attempt mediation survives closing and any signed mediation settlement agreement is binding. Parties agree some matters may proceed without mediation (e.g. foreclosure, action to enforce a mortgage or deed of trust or "rent to own" agreement, unlawful detainer action, file/enforce mechanic's lien, probate issues, interpleader action on earnest money). Parties agree some matters are not a waiver of mediation nor a breach of duty to attempt mediation (e.g. filing judicial action enabling recording notice of pending action, order for attachment/receivership/injunction or other provisional remedies).

25. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

26. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

[RM] BUYER [] BUYER [] SELLER [] SELLER
 [] BUYER [] BUYER [] SELLER [] SELLER

27. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a South Carolina law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency and/or non-agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid in accordance with laws and REALTOR® ethics.

28. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, such documents can be further identified or described here (e.g. SCR 390, 391, 503, 504, 315, 320, 393, 370, 375, 513, 610):

n/a

29. NOTICE AND DELIVERY: Notice is any unilateral communication (e.g. offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will only be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

30. Acknowledgements: Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank. Parties are also advised and understand that audio/visual surveillance may occur in the property and parties should plan accordingly and comply with all federal, state, and local laws. Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the SC Disclosure of Real Estate Brokerage Relationships form, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

31. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 5:00 ☐ AM ☒ PM on December 12, 2023 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline. **This offer will expire automatically if no action is taken by either party 30 calendar days after the offer's submittal.**

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are ☐ attached or ☐ to be Delivered to the other Party within Calendar Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: <u>[Redacted Signature]</u>	Date: <u>12/11/2023</u>	Time: <u>8:43 PM</u>
BUYER: _____	Date: _____	Time: _____
BUYER: _____	Date: _____	Time: _____
BUYER: _____	Date: _____	Time: _____

NOTICE ADDRESS/EMAIL/FAX:
ciaragr@weichertep.com

[RM] BUYER [_____] BUYER [_____] SELLER [_____] SELLER [_____]
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER [_____]

9/2023 FORM 310 PAGE 7 of 8

SELLER: _____ Date: _____ Time: _____
 Craig Bright

SELLER: _____ Date: _____ Time: _____

SELLER: _____ Date: _____ Time: _____

SELLER: _____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX:

Ciara Grant Weichert Realtors Coastal Properties 118781 222
 Buyer's Agent/Company Buyer's Agent License #/LLR Office Code

ciaragrnt@weichertcp.com 843-592-0183
 Buyer's Agent's Email Address Buyer's Agent Telephone Number

Robert D. Rini RE/MAX Island Realty 521
 Seller's Agent/Company Seller's Agent License #/LLR Office Code

rrinihi@gmail.com 843-384-6522 843-384-6522
 Seller's Agent's Email Address Seller's Agent Telephone Number

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[RM] BUYER [] BUYER [] SELLER [] SELLER []
 [] BUYER [] BUYER [] SELLER [] SELLER []



Start A Claim 24/7:
APHW.COM
800.648.5006

ELECTRONICALLY FILED - 2023 Dec 22 3:09 PM - BEAUFORT - COMMON PLEAS - CASE#2020CP0701753



Home systems break.
Your budget shouldn't.

You choose your own licensed contractor
for all covered repairs.



Certain items and events are not covered by this contract.
Please refer to limitations, restrictions and exclusions in this contract brochure.

REAL ESTATE HOME WARRANTY PLAN
EXHIBIT E

APHWBP499A

Acceptance/Invoice

Contract Number: _____



To obtain a contract number call: 1.800.648.5006

America's Preferred Home Warranty | 5775 Ann Arbor Rd. | Jackson, MI 49201

Fax: 1.888.479.2652 | aphwoffice@aphw.com | aphw.com

IMPORTANT: FOR SERVICE CALL: 1.800.648.5006.**NO PAYMENT OR REIMBURSEMENT FOR SERVICES PERFORMED WITHOUT PRIOR APPROVAL.**

- Please be sure to fill in all applicable areas of information. -

Seller(s) Name(s)

Property Address Number & Street

City State County Zip

Phone Number(s)

Seller(s) E-mail(s)

Buyer(s) Name(s)

Phone Number(s)

Buyer(s) E-mail(s)

Real Estate Office

Address

City State Zip

Phone Number Fax Number

Real Estate Agent

Agent's E-mail

Closing Date Listing date

BOTH PARTIES AGREE THAT THE OBLIGATIONS FOR REPAIR OR SERVICE UNDER THIS AGREEMENT ARE SOLELY THOSE OF THE SERVICE PROVIDER AND ARE NOT THE OBLIGATION OF ANY REAL ESTATE FIRM. SEE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES (7-11).

SELLER AND BUYER ACKNOWLEDGE BY SIGNATURE OR PAYMENT THAT HE OR SHE HAS READ, UNDERSTANDS AND ACCEPTS THIS REAL ESTATE HOME WARRANTY AGREEMENT, INCLUDING ALL SERVICE AGREEMENT TERMS AND CONDITIONS.

Seller(s) Signature(s) X _____ Date _____

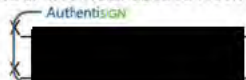
X _____ Date _____

Buyer(s) Signature(s) X _____ Date _____

X _____ Date _____

WAIVER

Applicant has reviewed the Real Estate Home Warranty Agreement and hereby declines coverage. Applicant agrees to hold the real estate broker and agent harmless in the event of a significant mechanical failure which otherwise would have been covered under the Real Estate Home Warranty Agreement.

Seller(s) Signature(s)  _____ Date _____

Buyer(s) Signature(s) X _____ Date 12/11/23

2 of 12 - APHWBP499A

HOUSING TYPE (Please Check One)

- ☐ Single/Family ☐ Condo/Townhouse
☐ Duplex (2 warranties) ☐ Triplex (3 warranties)
☐ Fourplex (4 warranties) ☐ New Home Construction
☐ Manufactured Home Year Manufactured: _____
☐ Foreclosed/Reposessed Home**

**See Terms and Conditions "General #9"

PLAN OPTIONS (Please Check One)

- ☐ **Buyer's Premier Coverage Plan - One Year**..... \$695
 25 Standard Coverage Items + 12 Buyer Preferred
 Upgrade Items + \$50 Deductible

Single Family Plans

- ☐ One Year: \$100 Deductible..... \$499
☐ One Year: \$50 Deductible..... \$535
☐ Two Years: \$100 Deductible..... \$950

Condo/Townhouse Plans

- ☐ One Year: \$75 Deductible..... \$475
☐ Two Years: \$75 Deductible..... \$899

New Construction Plan for Buyers

- ☐ Three Years: \$75 Deductible..... \$600
 Coverage begins 366 days after closing
 and continues for three years.

Multi-Family Unit Plans (\$75 Deductible)

- ☐ One Year: Duplex (2 warranty agreements) \$950
☐ One Year: Triplex (3 warranty agreements) \$1,250
☐ One Year: Fourplex (4 warranty agreements).. \$1,599

BUYER COVERAGE OPTIONS (Check All That Apply)

- ☐ **Buyer Preferred Upgrade** ...\$160 x _____ yrs. = \$ 0
Important: If the Buyer Preferred Upgrade has been selected and the property is a multiple family dwelling, the upgrade package must be purchased for each unit.
☐ Additional Refrigerators.....\$50 x _____ yrs. = \$ 0
☐ Gas Fireplace.....\$50 x _____ yrs. = \$ 0
☐ Inground Pool/Spa\$185 x _____ yrs. = \$ 0
☐ Premium/
 Salt Water Pool/Spa\$345 x _____ yrs. = \$ 0
☐ Sprinkler System.....\$50 x _____ yrs. = \$ 0
☐ Termite Control.....\$50 x _____ yrs. = \$ 0
☐ Water Softener.....\$85 x _____ yrs. = \$ 0

SELLER'S COVERAGE

- ☐ **Seller Preferred Upgrade**\$100

HOME ENTERTAINMENT & TECHNOLOGY PLAN

- ☐ \$75 Deductible.....\$199 x _____ yrs. = \$ 0
 Plan Cost(s) \$ 0.00
 Option Cost(s)..... \$ 0.00
 Total..... \$ 0.00

PLEASE REMIT PAYMENT TO:

AMERICA'S PREFERRED HOME WARRANTY
PO BOX 772150 | DETROIT, MI 48277-2150

SUBMIT**EXHIBIT E**

Plans & Pricing

\$499

Base Price



Single Family Home with \$100 Deductible

Single Family Home

One Year: \$100 Deductible\$499
One Year: \$50 Deductible\$535

Single Family Home (Continued)

Two Years: \$100 Deductible.....\$950

Condo/Townhouse

One Year: \$75 Deductible.....\$475

Two Years: \$75 Deductible.....\$899

New Construction

Three Years: \$75 Deductible\$600

Coverage begins 366 days after closing and continues for three years.

Multi-Family Unit Plans

(\$75 Deductible)

One Year: Duplex

(2 warranty agreements) \$950

One Year: Triplex

(3 warranty agreements) \$1,250

One Year: Fourplex

(4 warranty agreements) \$1,599

BUYER Coverage Plans

COVERAGE ITEMS (Standard)	
Attic and Exhaust Fans	*
Built-In Dishwasher	*
Built-In Microwave	*
Built-In Oven	*
Central Air Conditioning	*
Central Vacuum	*
Duct Work	*
Electrical System	*
Exterior Water and Sewer Line	*
Free-Standing Range/Cooktop	*
Garage Door Opener	*
Garbage Disposal	*
Heating System	*
Hotel Benefits	*
Humidifier	*
Instant Hot Water Dispenser	*
Permanently Installed Sump Pump	*
Plumbing	*
Refrigerator	*
Roof Leak Repair	*
Septic System	*
Stoppages	*
Washer/Dryer	*
Water Heater	*
Water Well Pump	*

BUYER PREFERRED UPGRADE (Optional)* \$160	
Built-in Dishwasher (Adds): <i>Racks, Baskets and Rollers</i>	*
Built-in Microwave (Adds): <i>Interior Lining, Glass Door, Clocks and Shelves</i>	*
Central Air (Adds): <i>Refrigerant Recovery, Cost of Crane, Registers and Grills</i>	*
Ceiling Fan	*
Central Heat (Adds): <i>Registers, Grills and Heat Lamps</i>	*
Garage Door Opener (Adds): <i>Hinges, Springs, Keypads and Remote Transmitters</i>	*
Refrigerator (Adds): <i>Refrigerant Recovery, Control Board, Ice Maker and Ice/Beverage Dispenser</i>	*
Special Electrical Package (Adds): <i>Fire/Burglar Alarm, Lighting Fixtures, Doorbell</i>	*
Toilets (Adds): <i>Replaced With Like Quality</i>	*
Oven/Range (Adds): <i>Interior Lining, Clocks, Rotisseries, Racks, Handles, Knobs and Dials</i>	*
Water Heater (Adds): <i>Sediment Buildup</i>	*
\$250 toward Code Violations	*

Buyer's Premier Coverage Plan

25

Standard Coverage Items

12

Buyer Preferred Upgrade Items

\$695

w/ \$50 Deductible (One Year)

Home Entertainment & Technology Plan (See page 4)

\$199

w/ \$75 Deductible (One Year)

SELLER Coverage Plans

COVERAGE ITEMS (Standard) **	
ListSecure®	*
Attic and Exhaust Fans	*
Central Vacuum	*
Duct Work	*
Electrical System	*
Instant Hot Water Dispenser	*
Plumbing	*
Stoppages	*
Water Heater	*

SELLER PREFERRED UPGRADE (Optional)** \$100	
Built-In Dishwasher	*
Built-In Microwave	*
Built-In Oven	*
Central Air Conditioning	*
Free-Standing Range/Cooktop	*
Garbage Disposal	*
Heating System	*
Refrigerator	*

OPTIONAL Coverages

Additional Refrigerators..... \$50

Gas Fireplace \$50

Inground Pool/Spa.....\$185

Premium/Salt Water Pool/Spa... \$345

Sprinkler System..... \$50

Termite Control..... \$50

Water Softener..... \$85

* IMPORTANT: If the Buyer Preferred Upgrade has been selected and the property is a multiple-family dwelling, the upgrade package must be purchased for each unit.

** Florida Only: Customers must purchase the Seller Preferred Upgrade to receive listing coverage, which will include the Standard Coverage Items.

\$199 w/ \$75 Deductible
(One Year)

- Desktop Computers
- DVD/Blu-Ray Players
- External Hard Drives
- Gaming Systems
- Home Theater
- Laptop Computers
- Peripherals/Wearables
- Printers
- Routers
- Tablets
- Televisions/Monitors



Home Entertainment & Technology Plan by Fortegra

Fortegra® is the marketing name for the service contract operations of the subsidiaries of Fortegra Financial Corporation. Products and services are provided by 4Warranty Corporation, The Service Doc, Inc. (in WI), or Lyndon Southern Insurance Company (in OK and FL: Lic. No.: FL-03698), each of which are subsidiaries of Fortegra Financial Corporation. This is a summary of the benefits available. For complete information, including details of benefits, coverage, specific exclusions, conditions, and limitations, please refer to the complete terms and conditions of the service agreement. A service agreement is optional, cancellable and in no way required to obtain credit. A service agreement is not a warranty. Scan QR Code for more information.

**For 24/7/365 Home Entertainment
& Technology claims service, call:**
877.958.2398

Buyer's Premier Coverage Plan

The Buyer's Premier Coverage Plan gives you ALL the standard coverage items, ALL the Buyer Preferred Upgrade items, AND the \$50 deductible—all for one full year of coverage!!

Easy, fast, and convenient!
See page 3 for details.

\$695 w/ \$50
Deductible
(One Year)



25 Standard Coverage Items **+** **12** Buyer Preferred Upgrade Items

What Is Covered?



ATTIC AND EXHAUST FANS

Plans that cover this item: Buyer | Seller

Covered: Switches, controls, motors, bearings and blades.

Not Covered: Shutters, belts and filters, circulation or paddle-type fans.



CENTRAL AIR CONDITIONING

Plans that cover this item: Buyer | Seller Preferred Upgrade

Covered: (Electric refrigerant central air conditioning units only.) Coils and compressor, capacitor, motors, thermostat valves, thermostats, leaks in refrigerant lines, liquid suction line dryers, fuses, breakers, disconnect boxes (contactors), wiring, condensing units, evaporative coolers.

Not Covered: Window units, free-standing room units, water cooled units, portable units, any type of gas, lithium/glycol, outside and/or underground components and piping for geothermal including condenser fins, drain pans, cleaning, duct work associated with any gas units, electronic air filters or cleaners, filters, water towers, evaporative cooling pads, energy management systems, or recovery of refrigerant and chillers. Zone controls, zone motors, dampers, and leak tests.



ELECTRICAL

Plans that cover this item: Buyer | Seller

Covered: Electrical breakers, wiring, panels and sub-panels, plugs, fuses, switches, conduit, junction box, central vacuum systems. Garage door openers (motors, push buttons, control boards, drive mechanisms, chains).

Not Covered: Service entrance cables, garage doors, meter boxes, counter balance mechanisms, rollers and remote sensing units, tracks, infrared sensors, any loss due to water seepage along service cable, any loss from overload or power failure, any electrical items or wiring located outside the perimeter of the principal dwelling and attached garage.



EXTERIOR WATER AND SEWER LINE COVERAGE

Plans that cover this item: Buyer

Covered: Water and sewer pipes between the home's foundation and the water or sewer main pipe. Coverage applies to locating the pipe stoppage or collapse including excavation and backfilling, the repair and/or replacement of the affected pipe, and clearing of stoppages (cleaning same lines after 14 days has elapsed shall be considered a new claim and is subject to a new deductible) up to the coverage limit.

Not Covered: Landscaping replacement, frozen pipes, clean up of leaked material, blockages or breaks from tree roots and foreign objects.



HEATING SYSTEM

Plans that cover this item: Buyer | Seller Preferred Upgrade

Covered: Central heating system including electric, gas, oil, gravity (centrally ducted only), steam or hot water heat systems, ductwork, interior gas lines, thermostats, relays and wiring. Heat exchanger and/or combustion chamber, electric heat pump, burners, circuit board, igniter, flame sensor, transformer, gas valves, baseboard convectors, pumps, motors, switches, heating elements.

Boiler systems only: Zone valves, geothermal and/or water source heat pump components and parts located within the foundation of the home or attached garage which cool and/or heat the home.

Not Covered: Outside and/or underground components and piping for geothermal and/or water source heat pumps, well pump and well pump components for geothermal and/or water source heat pumps. Free-standing or portable heating units, through-wall units, coal or wood burning equipment, fuel oil or propane gas storage tanks, fuel oil lines, registers, electronic air filters and cleaners, vents, space heaters, grills, filters, solar heating systems, radiators, fireplaces, clocks, chimneys and chimney liners, recovery of refrigerant and cleaning and energy management systems. Leak tests. Zone controls, zone motors and dampers.



HUMIDIFIER

Plans that cover this item: Buyer

Covered: Permanently mounted furnace humidifier including pans, housing, motors, fans, humidistats, transformers, valves and lines.

Not Covered: Humidifier pads, media elements, brushes, atomizers or back flush units.



KITCHEN APPLIANCES

Plans that cover this item: Buyer | Seller Preferred Upgrade

Coverage is limited to primary kitchen area.

Covered: (Note: All appliances must be part of the contract to purchase for the purchaser at the time of the sale of the home or be built-in.) Free-standing range, built-in oven, cooktop, built-in dishwasher (pump, motor, timers, gaskets, spray arm, seals, air gap, latches, switches and heating element, control board), built-in microwave, garbage disposal, refrigerator (compressor only).

Not Covered: Water dispenser, cracked or broken thermal shells, any loss or damage of a cosmetic nature such as denting, chipping, the cost of attaining access, replacement or repair of countertops or cabinets, racks, baskets, clocks, timers, rollers, glass or ceramic cooktops, self-cleaning mechanisms, cooking accessories, doors, door hinges, knobs, keypads, interior lining, door glass, latches, meat probes, rotisseries, shelves, ice makers, ice crushers, soap dispensers, beverage dispensers, broken interior, loss due to rust-out and food spoilage, recovery of refrigerant, and freezers which are not an integral part of refrigerator.



PLUMBING SYSTEMS

Plans that cover this item: Buyer | Seller

Covered: Drains and standard faucets, leaks and breaks to water, vent, gas or sewer lines, waste lines, assembly parts within the toilet tank, valves to shower, tub diverter, interior hose bibs, stoppage in drain, vent and sewer lines; angle stops and risers. Clearing of stoppages (cleaning same lines after 14 days has elapsed shall be considered a new claim and is subject to a new deductible). The foregoing is covered only within the perimeter of the main foundation of the home including attached garage.

Buyer Only: Permanently installed sump pumps (ground water only).

Not Covered: Sinks, bathtubs, fixtures, exterior hose bibs, filters, sewage ejector pumps, shower-base pans, shower enclosures, tub enclosures, toilet wax ring seals, toilet bowl and tank, caulking, grouting, tile fields, lawn sprinklers, leach beds, root damage, any loss arising out of a condition of chemical or mineral deposits, water residue, rust-out, or insufficient capacity drain, low or high pressure, loss arising from porcelain cracking, chipping, dents or other externally caused physical damages, storage or holding tanks, auxiliary sump pumps. Sewage lines located outside the main foundation of the home and blockages from tree roots and foreign objects.



ROOF

Plans that cover this item: Buyer

Covered: Rolled roofing, asphalt shingles and flashing from water leaks only, and must occur during coverage period for coverage to apply.

Not Covered: Roof mount installations, roof vents, roof vent boots, gutters, drain lines, pre-existing leaks, leaks in any deck or balcony, leaks due to ice damming. Leaks which are caused by, or which result from, any of the following: Damage due to persons walking or standing on the roof, missing and/or broken tiles or shingles, repairs or construction not performed in a workmanlike manner, failure to perform normal roof maintenance, replacement of entire roof, rotten wood, flat and/or hot tar roof, or acts of God such as tornado, hurricane, earthquake, fire, and lightning. Water damage must occur in the roof located over the primary living area, excluding attached garage.



SEPTIC

Plans that cover this item: Buyer

Coverage for septic systems begins thirty (30) days from date of closing.

Covered: Septic tank and line from house, baffles, sewage ejector pump and switches.

Not Covered: Drain field, tile fields and leach beds, clean out, insufficient capacity, and blockages from tree roots and foreign objects.



WASHER/DRYER

Plans that cover this item: Buyer

Covered: All parts and components except: Those listed under "Not Covered".

Not Covered: Soap dispensers, filter screens, plastic mini-tub, dials and knobs, lint screen, venting, and damage to clothing.



WATER HEATER

Plans that cover this item: Buyer | Seller

Covered: Electric, gas and tankless. Control thermostat and thermocouple, gas valves, pressure and temperature relief valve, heating elements, drain valve and instant hot water dispensers, dip tubes, blower motor, heat exchanger, burners, igniter, temperature sensor.

Not Covered: Oil hot water tanks, and loss arising as a result of chemical, mineral deposits, sediments, insufficient capacity, water residue or rust-out.



WATER WELL PUMP

Plans that cover this item: Buyer

Must be primary water source.

Coverage begins thirty (30) days after closing.

Covered: Well pumps, valves and regulators.

Not Covered: Pressure tanks, piping or electrical lines leading to or connecting pressure tank and primary dwelling, well casings, holding or storage tanks and re-drilling of well, screens, points, well pump if used for lawn sprinkler system or other like system.

Some coverage is subject to additional limitations as provided in the Terms and Conditions Section of the Real Estate Warranty Service Agreement.

Buyer Preferred Upgrade

CEILING FAN

Must be located in main dwelling.

CENTRAL AIR (ADDS)

Refrigerant recovery, registers and grills, cost for crane to install roof-mounted covered replacement air conditioner unit \$200 maximum.

CENTRAL HEAT (ADDS)

Registers, grills and heat lamps.

CODE VIOLATIONS

When the correction of code violation(s) is required to affect a covered repair or replacement of a heating, plumbing or electrical "Component Part", APHW will pay up to \$250 aggregate to correct the code violation(s). APHW will not simply pay to remove the violation.

KITCHEN APPLIANCES/REFRIGERATORS (ADDS)

Refrigerator control board, refrigerator recovery and recharge, ice maker and ice/beverage dispenser and their respective equipment; built-in dishwasher racks, baskets and rollers; built-in microwave interior lining, glass door, clocks and shelves; oven/range interior lining, clocks, rotisseries, racks, handles, knobs and dials.

SPECIAL ELECTRICAL PACKAGE

Fire/Burglar alarm, lighting fixtures, doorbell, garage door opener (hinges, springs, keypads and remote transmitters).

WATER HEATER (ADDS)

Failure due to chemical, mineral deposits, and sediment build-up.

PLUMBING (ADDS)

Toilets replaced with like quality up to \$200 per occurrence.

Optional Coverages

ADDITIONAL REFRIGERATORS

(INCLUDES FREE STANDING FREEZERS AND WINE COOLERS)

Covered: Compressor.

Not Covered: Cracked or broken thermal shells, any loss or damage of a cosmetic nature such as denting, chipping, the cost of attaining access, keypads, interior lining, door glass, latches, shelves, broken interior, loss due to rust-out and food spoilage, refrigerator control board, ice maker/beverage dispenser and their respective equipment, recovery of refrigerant.

GAS FIREPLACE (PERMANENTLY INSTALLED)

Covered: Gas valve, pilot, thermocouple, wall switch associated with ignition or fan, blower motor.

Not Covered: Remote systems, decorative logs, mechanical hinges, glass, damper, flue or firebox.

INGROUND POOLS/SPAS

Covered: All components and parts of the heating, pumping, and filtration system. A spa, including an exterior whirlpool and hot tub, is also covered along with a swimming pool if the units utilize common equipment. If they do not, coverage is limited to the option selected for either the spa or the pool. PREMIUM/SALT WATER/SPA adds salt water components and cells.

Not Covered: Skimmers, pool sweeps, pool sweep motors, lights, liners, jets, concrete-encased, underground electrical, gas or plumbing lines, cleaning equipment, solar equipment, structural defects, all above ground pools.

SPRINKLER SYSTEM

Covered: Leaks and breaks of PVC lines, timers, bubbler heads, gate valves, solenoids, shut-off valve and other activated controls.

Not Covered: Hydraulic systems; sprinkler heads with problems caused by abnormal wear and tear such as, but not limited to: Pet damage, lawn mower damage, freezing, vehicular damage, damage by roots or soil, improper installations, and adjustments or cleaning and human damage, sprinkler lines below pavement or decorative structures below hard surface.

TERMITE CONTROL

Covered: Spot treatment for existing subterranean termite infestation located in the interior of the home or exterior of the main foundation/perimeter of the home and attached garage.

Not Covered: Decks, fences, and infestation or treatment of any area farther than 24 inches away from the main foundation/perimeter of the home, preventative treatments; any repairs or damages due to subterranean termites.

WATER SOFTENER

Covered: Domestic water softener, brine tank and connecting water lines.

Not Covered: Insufficient or excessive water pressure, color or purity of water, filters, resin beds, salt replacement, rust or corrosion, normal maintenance, purification systems, and all rented/leased water softeners.





Terms & Conditions



IMPORTANT: Please read these terms and conditions carefully. They describe the terms of your coverage and how to obtain service.

PERFORMANCE OF SERVICE

Please read Your coverage carefully. Should You need service, telephone the Customer Service Department at 1.800.648.5006 or visit aphw.com to start a claim online. Service is available 24 hours a day, 7 days a week; You must have telephone approval before having any work done. The Customer Service Department will make every effort to expedite service in emergencies. You will be required to pay a Deductible per trade call, or the actual cost, whichever is less. If any additional repairs have been made during a service call to items not covered by this Agreement, You will be required to pay those expenses.

PAYMENT

Payment is due at closing and is derived from closing costs and must be received within seven (7) business days to ensure coverage.

DEFINITIONS

1. **Agreement, Contract, Service Contract, Home Warranty** means this Agreement which has been purchased from **Us** and which includes the completed **Agreement** on page 2 of this document.
2. **"Company"** means **America's Preferred Home Warranty, Inc. (APHW)**, 5775 Ann Arbor Rd., Jackson, MI 49201, 1.800.648.5006.
3. **"Component Part"** means covered item as listed on the **"What Is Covered?"** page.
4. **Contract Fee** means the amount paid for this **Agreement**, as shown on the **Acceptance/Invoice Page**.
5. **Deductible** means the amount You are required to pay, as shown on pages 2-4, per repair for covered **Breakdowns**.
6. **Breakdown** means a failure of a covered item due to normal wear and tear.
7. **Provider** means the party obligated to perform or arrange to perform services pursuant to the terms of this **Agreement** and is also known as the **Obligor, Extended Service Contract Provider, Service Contract Provider and Service Contract Maker**. The **Provider** of this **Agreement** is America's Preferred Home Warranty, Inc., 5775 Ann Arbor Rd., Jackson, MI 49201, 1.800.648.5006.
8. **Acceptance/Invoice Page** (page 2 of this document) means the document which must be attached to and becomes part of this **Agreement**. It lists information regarding **You, Your Covered Property, Plan** selected, and other vital information.
9. **We, Us, Ours** means the **Provider** of this **Agreement**.
10. **You and Your** means the **Agreement** holder as shown on the **Acceptance/Invoice Page** (page 2), or the person to whom this **Agreement** was properly transferred.

CONTRACT COVERAGE

This Contract provides protection, at a reasonable cost, against Breakdown of specific items You have due to normal wear and tear. This Agreement is not intended to Shift responsibility for minor repairs or normal maintenance. It does not cover everything. It may not cover the entire cost of repair or replacement of a covered item. A Deductible is required for each APHW-covered repair. Please read the following terms and conditions carefully. They describe the terms of Your coverage and how to obtain service.

THIS CONTRACT COVERS ONLY THOSE ITEMS WHICH ARE:

1. Located in a single-family residence and/or condo.
2. In place, operative and located within the main perimeter of the main foundation of the home, including any attached garage, located at the address shown, on the effective date of this Contract.
3. Not located in rooms or buildings used for commercial or business purposes.
4. Specified as "Covered" in the section of the Agreement titled "What Is Covered?" If a system and/or item is not listed as covered, then it is NOT COVERED.

CUSTOMER SERVICE

1. Telephone service is available 24 hours a day, 7 days a week. No claim forms are used. When service is required, call APHW at 1.800.648.5006 or visit aphw.com to start a claim. After receiving a claim number, You may call the licensed contractor of Your choice.

After Your contractor has diagnosed the situation, You must call one of Our customer service representatives so they can speak to the contractor while they are at Your home to approve the repair and set up payment with the contractor. Please remember, there is no payment or reimbursement without prior approval. In case of furnace failure during periods of freezing temperatures, service will be initiated immediately and will be completed as soon as reasonably possible. If service cannot be initiated immediately due to conditions beyond the control of the Company and the homeowner must leave the home, upon prior authorization by the Company, the Company will pay up to \$75 per night for no more than a three-night hotel stay.

2. A Deductible is required for each APHW-covered repair. If repairs are made to parts of additional systems, a separate Deductible will apply to each system repaired.
3. It is the discretion of the Company to determine whether a covered system or component is to be replaced or repaired. Replacement is based on like kind or better efficiency. For air conditioning or heating equipment, like kind includes equal or a better energy efficiency rating. For air conditioning equipment, this is the SEER rating. When replacement systems of exact dimensions are not available, the Contract benefits apply to installation of like kind equipment, but not for the cost of carpentry or construction to necessitate the different dimensions. The Company is not responsible for upgrades or matching colors or brands and is not limited to brand names. Determination of the operating condition as of the Agreement effective date and the nature of any failure will be made by Us based upon the professional opinion of Our claim staff reflecting, but not limited to, Your licensed contractor's diagnosis.
4. Under this Contract, You choose Your own licensed contractor, You must call APHW first. APHW requires that the contractor diagnose Your problem, and then contact APHW for approval of the proposed work. APHW can recommend a licensed contractor for You if You do not have a licensed contractor in Your area, or if You would rather have APHW recommend the licensed contractor. The contractor must be licensed and bonded where the law requires.
5. If no covered defects are discovered or repaired during a service call, You are responsible for the entire cost of the service call.
6. No additional Deductible will be required where service work fails within 30 days after the service call, except where otherwise noted.

LIMITATIONS OF COVERAGE

- A. Seller. The maximum aggregate liability of the service to the Seller, regardless of the number of claims for repairs or replacement, **for the life of the listing is \$1,000**. Payment by APHW for any claim for repair or replacement for Seller does not affect the amount of coverage for the Buyer.
 1. Seller Preferred Upgrade (must be chosen at time of listing): Includes heating systems (including heat pumps or steam or hot water heating systems). Hot water heat system boiler must have auto boiler feed; steam heat must have low water cut-off valve. Geothermal and/or water source heat pump components and parts located within the foundation of the home or attached garage which cool and/or heat the home. Central air conditioning, refrigerator, built-in dishwasher, free-standing range, built-in oven, cooktop, built-in microwave, garbage disposal. The Company covers multiple systems for heating and air conditioning (hot water, steam and geothermal systems are not covered for multiple systems). EXCEPT: Not Covered: Outside or underground piping and components for geothermal and/or water source heat pumps, well pump and well pump components for geothermal and/or water source heat pumps.
 2. Seller's ListSecure® Program: As part of this APHW Home Warranty Contract, if Seller(s) contracted for coverage when listing the home through a registered APHW broker, and it is fully funded, and not cancelled, after closing, Seller(s) may be eligible to participate in APHW's ListSecure® Program (the "Program"). The Program will be funded by APHW with credits from each fully paid, non-cancelled Home Warranty. Reimbursements shall not exceed funding credits except at APHW's sole discretion. The Program provides a **maximum reimbursement of \$1,000** for post-sale attorney fees incurred by Seller(s) defending a lawsuit by Buyer arising directly out of the transaction for which this Home Warranty was purchased. The Program does not cover settlement payments,

or attorney fees for alternative dispute resolution required by the buy/sell agreement or a local, regional or state Board of REALTORS® or equivalent, which process(es) are a condition precedent to Program eligibility. To be eligible, Seller must also provide APHW a copy of the lawsuit for which reimbursement may be later sought within 21 days of being served with the lawsuit. Eligible Sellers can request reimbursement from the Program for up to 2 years after the date of closing. The Program is not an assignable benefit of the Seller, and is terminable at will by any successor in interest to APHW.

- B. The **maximum aggregate liability** of the Warranty is **\$25,000**.
- C. Commercial-like or ultra-premium appliances or combination appliances: **\$1,000 maximum** (e.g. Viking, Wolf, Dacor, and all commercial-like or ultra-premium appliances).
- D. Buyer (Seller where applicable). The maximum aggregate liability for repairs or replacement, regardless of the number of claims for repairs or replacement, or the number of systems/units:
 1. Heating systems are **\$2,250** (See Item D3 for systems that heat and cool) (**\$1,500** for steam or hot water heating systems); Hot water heat system boiler must have auto boiler feed; steam heat must have low water cut-off valve. **\$1,500** for geothermal and/or water source heat pump components and parts located within the foundation of the home or attached garage which cool and/or heat the home. The Company covers multiple systems for heating and air conditioning (hot water, steam and geothermal systems are not covered for multiple systems). EXCEPT: Not Covered: Outside or underground piping and components for geothermal and/or water source heat pumps, well pump and well pump components for geothermal and/or water source heat pumps.
 2. The air conditioning system is **\$2,250**.
 3. Systems that heat and cool (unless otherwise specified) is **\$2,250**. This includes, but is not limited to: Gas pack and heat pump systems.
 4. Roof leak repair is **\$550**; **roof vent not covered**.
 5. Concealed plumbing or enclosed wiring (drains, vent piping, leaks and breaks in plumbing or wiring), duct work, **\$500**. This limit includes access, diagnosis, repair or replacement and restoring or resurfacing to a rough finish.
 6. Pool/spa (must be built-in) heater and filtration system is **limited to \$600**. Premium/salt water pool/spa upgrade is **\$1,200**.
 7. Washer and dryer, water well pump (must be primary source of water), and septic is **\$400** (water well and septic coverage begin 30 days after closing).
 8. Water softener is **\$600**.
 9. Humidifier is **\$500**.
 10. The special electrical package is **limited to \$1,000** per Contract. (See "Limitations of Coverage", D19, Special Electrical Package).
 11. Primary Sump Pump is **\$500**. Auxiliary pump(s) not covered.
 12. Water heater is **\$500** (chemical, mineral deposits, and sediments are covered with Buyer Preferred Upgrade only).
 13. Refrigerator is **\$1,000**.
 14. Exterior Water and Sewage Line is **\$1,000**.
 15. Additional Refrigerators is **\$1,000**.
 16. Termite Control is **\$500**.
 17. Sprinkler Systems is **\$250**.
 18. Gas Fireplace is **\$400**.
 19. Buyer Preferred Upgrades: Central heat adds: Registers, grills and heat lamps. Central air adds: Refrigerant recovery, reclaim and disposal, registers and grills. Cost for crane to install roof-mounted covered replacement air conditioner unit **\$200 maximum**. Plumbing adds: Toilets replaced with like quality up to **\$200 per occurrence**. Water heater adds: Sediment build-up. Special Electrical Package includes: Fire/burglar alarm, lighting fixtures, doorbell, garage door opener (hinges, springs, keypads and remote transmitters), ceiling fans. Appliances/Refrigerators adds: Refrigerator control board, refrigerator refrigerant recovery, ice maker and ice/beverage dispenser and their respective equipment; built-in dishwasher racks, baskets and rollers; built-in microwave interior lining, glass door, clocks and shelves; oven/range interior lining, clocks, rotisseries, racks, handles, knobs and dials. Ceiling Fan: Must be located in main dwelling. Code violations: When the correction of code violation(s) is required to affect a covered repair or replacement of a heating, plumbing or electrical "Component Part", APHW will cover up to **\$250 aggregate** to correct the code violation(s). APHW will not simply pay to remove the violation. IMPORTANT: If the Buyer Preferred Upgrade has been selected and the property is a multiple-family dwelling, the upgrade package must be purchased for each unit; if it is not selected for each unit, any shared systems and/or appliances will not be covered.

LIMITS OF LIABILITY

1. The Company will not reimburse You for services performed without Company authorization. Should You need service, You must call APHW at 1.800.648.5006 or visit aphw.com to start a claim. You should have a claim number from APHW before calling a contractor, and You must call APHW at 1.800.648.5006 before any work is completed. No claims will be honored after the coverage period.
2. The Company will not pay for any additional costs or related expenses which may be required to complete repairs, nor will the Company upgrade equipment or improve due to lack of capacity, previous improper installation, previous repair of or design of appliances, systems and components; or problems occurring because of modifications or alterations to appliances, systems or components, or failure to meet building or zoning code requirements or violations, city, county, state, federal, or any utility regulations or upgrades required by law.
3. Items in common areas or facilities of mobile home parks, condominiums and townhomes are not covered.
4. Company is not responsible for repairs or replacements required as a result of: Missing parts, fire, war, flood, smoke, water damage, lightning, freeze-up, earthquake, theft, storms, accidents, nuclear explosions, reaction, radiation or radioactive contamination, insurrection, extreme or unusual climate conditions, rust-out, corrosion, riots, vandalism, code violations, improper installation, acts of God, pest damage or misuse, structural changes, water failure and/or electrical surges, soil movement or mud, or failure to clean or maintain as instructed by the equipment manufacturer. Nor is the Company responsible for repairs of any cosmetic defects or cost of cleaning of equipment or parts.
5. Company is not liable for consequential or secondary damage from any covered item for property damage or personal injury, nor for service relating to any toxic materials or asbestos.
6. Company has the sole responsibility in determining whether to repair or replace.
7. Company's liability is limited to systems failure due to normal wear and tear. Approval amounts for systems beyond manufacturer's/industry standard life expectancy are at the sole discretion of the Company.
8. Company is not responsible for any computerized or electronic energy management, lighting, or appliance management systems.
9. Company is not responsible for failure to provide reasonable service due to conditions beyond its control; including, but not limited to: Delays in obtaining equipment, parts, or labor difficulties.
10. Items not covered for the home seller or for the first 30 days after the close of sale for the home buyer are: Any improper operation or malfunction due to rust for any system or component, appliance or pools/spas, and collapsed duct work.
11. Company is not responsible for additional charges to install or remove non-related equipment or systems in order to make a covered repair.
12. Vacant or unoccupied homes are covered during the listing period as long as they are maintained and not abandoned.
13. This Contract is non-cancellable, except for non-payment of Contract Fees, Deductibles and/or service call fees, fraud or misrepresentation of facts, material to claims and the issuance of this Contract.
14. Company will not be obligated to service any system or appliance classified by manufacturer as commercial, leased equipment, stolen, vandalized, not properly maintained or connected, misused, neglected, consequential damages, abnormal use or damages due to inadequate capacity as determined/diagnosed by a licensed service contractor in the specific field and/or Company.
15. The type of service, repair or replacement and/or second opinion, will be at the Company's sole discretion. APHW is not responsible for any costs due to repair, replacement, installation and labor of any covered system or part while under existing manufacturer's warranty or third party service plan/agreement. Any inspections, reports, findings and/or disclosures will be made available to APHW upon request.
16. Anyone doing work on covered items is in no way a representative or agent of Company.
17. Coverage will not be provided if APHW is not notified when a problem is discovered and in all events prior to the expiration of this Contract. All repairs under this Contract must be completed within 30 days of the date Company is first notified or the claim will be permanently closed unless, for good cause shown by the homeowner, Company agrees in writing to permit consideration of the claim at a later time.

GENERAL

- Any dispute arising under this Agreement shall be submitted for binding arbitration under the auspices of the American Arbitration Association's local office. Each party shall pay for its own representative and shall bear arbitration cost equally. The Arbitrator's Award shall be final and binding and may be enforced by any Court and law.
- Coverage for Lease Purchase Agreement is available for the Lessee only. This coverage begins upon payment of the Contract Fee and the acceptance of the Agreement by the Company.
- This Agreement may be renewed at the option of the Company and where permitted by State Law. Prior to renewal, the Company will notify the homeowner of the proposed renewal terms and costs.
- The Company reserves the right to seek a second opinion for any service call.
- The Company reserves the right to purchase back the warranty program if the party is not satisfied with the Home Warranty Plan. APHW will return the pro-rated purchase price of this Agreement, less any fees and/or costs incurred for repairs, to the party that purchased this Agreement.
- This Agreement may be terminated by either party upon written notice to the other for any of the following reasons:
 - Misrepresentation concerning any covered item or any other fact related to the Agreement;
 - Non-payment of initial or service fees;
 - If the listing Agreement for the covered property terminates or expires without sale of the property, or upon mutual agreement of the parties;
 - Abuse, threatening or harming, or endangering the safety and/or well-being of any APHW employee.
- America's Preferred Home Warranty, Inc. is bonded.
- The Buyers and/or Sellers, by signing this Contract, give authorization to APHW and its affiliates to contact You by phone, mail and/or electronically.
- If the home is a foreclosure or a repossessed home, there is no coverage for the Seller. Coverage for the Buyer begins 30 days after closing, provided all proper paper work is signed and submitted to APHW.
- This is not an insurance policy; Our obligations under this Agreement are backed by the Company's Full Faith and Credit.
- If ownership of the covered premises changes during the Contract term, You must notify APHW at 1.800.648.5006, within 30 days of property transfer, for the Contract to be transferred to the new owner of the covered premises.

MULTIPLE UNITS

- If this contract is for a duplex, triplex, or fourplex dwelling, all units within such dwelling must be covered by an APHW warranty Agreement for coverage to apply to common systems and appliances (e.g. Triplex = 3 warranty Agreements).
- If this Contract is for a unit within a multiple unit of 5 or more, then only items contained within the confines of each individual unit are covered. Common systems and appliances are excluded. Listing coverage is not available to seller.
- Except as otherwise provided in this section, common systems and appliances are not covered.

MANUFACTURED HOMES

- Manufactured homes must have a permanent address.
- Manufactured homes over 20 years old have a \$500 limit on heating. There is also a \$500 limit on air conditioning.
- Manufactured homes during the moving of location from one to another will not be covered from the time of disconnect until 30 days after hook-up (by an approved contractor) to the second location. Notice must be given to the warranty Company of the moving and address change of the home.

PRIVACY POLICY:

Please visit APHW.COM to view our Privacy Policy.

SPECIAL STATE REQUIREMENTS:

Regulation of Home Warranty Agreements may vary widely from state to state. Any provision within this Agreement which conflicts with the laws of the state where the covered home is located shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Agreement was purchased in one of the following states and supersede any other provision within Your Agreement terms and conditions to the contrary.

ALABAMA RESIDENTS ONLY:

The venue for any dispute arising under this Agreement by Alabama Contract holders will be interpreted and enforced according to the laws of the State of Alabama.

Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within forty-five (45) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement. If You cancel this Agreement, the administrative fee shall not exceed the lesser of 10% of the Contract Fee or twenty-five dollars (\$25.00). Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

If We cancel this Agreement, We must provide You with a written notice at least 5 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee, or a material misstatement by You relating to the covered property or its use. If We cancel this Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata Contract Fee of this Agreement.

Transfer of Coverage/Agreement

If ownership of the covered premises changes during the Contract term, You must notify APHW at 1.800.648.5006, within 30 days of property transfer, for the Contract to be transferred to the new owner of the covered premises.

Use of Non-Original Manufacturer Parts

We will approve the use of non-original manufacturer parts in providing the services We are required to perform under this Agreement.

ARIZONA RESIDENTS ONLY:

Cancellations and Refunds

If Your cancellation request is made more than thirty (30) days from the date of purchase, or if a claim has been paid within the first thirty (30) days, You will receive a pro-rata refund of the Contract Fee, less an administrative fee not to exceed 10% of the pro-rata refund. We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. This Agreement will be interpreted and enforced according to the laws of the state of Arizona. In no event will claims be deducted from any refund.

ARKANSAS RESIDENTS ONLY:

Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Contract Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within forty-five (45) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement.

If We cancel this Agreement, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee or a material misrepresentation or substantial breach of duties by You relating to the covered property or its use. If We cancel this Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata Contract Fee of this Agreement.

Transfer of Coverage/Agreement

If ownership of the covered premises changes during the Contract term, You must notify APHW at 1.800.648.5006, within 30 days of property transfer for the Contract to be transferred to the new owner of the covered premises.

Use of Non-Original Manufacturer Parts

We will approve the use of non-original manufacturer parts in providing the services We are required to perform under this Agreement.

COLORADO RESIDENTS ONLY:

This Service Contract may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", articles 1 and 2 of title 6, C.R.S., and that a party to such a Contract may have the right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

GEORGIA RESIDENTS ONLY:

This is not a contract of insurance.

This Agreement does not cover consequential damages that result from a covered Breakdown or normal wear and tear.

This Agreement only provides coverage for one-family or two-family residential building structures. This Agreement also does not provide coverage for condominium units if they are within a building structure that houses more than two families.

Our obligations under this Agreement are insured under a Surety Bond issued by Philadelphia Indemnity Insurance Company, 4050 Crums Mill Road, Suite 201 Harrisburg, PA 17112. You are entitled to make a direct claim against this Company if We fail to pay any claim or refund within 60 days after You have filed proof of loss with Us.

Arbitration results will be non-binding relative to Contracts issued to Georgia residents.

Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement Fee, provided no claims have been paid. If Your cancellation request is made more than thirty (30) days from the date of purchase, or if a claim has been paid within the first thirty (30) days, You will receive a pro-rata refund, less 10% of the refund amount due. We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel this Agreement, You will receive a 100% pro-rata refund. In no event will claims be deducted from any refund. This Agreement will be interpreted and enforced according to the laws of the state of Georgia.

ILLINOIS RESIDENTS ONLY:

THIS IS NOT A CONTRACT FOR INSURANCE.

IOWA RESIDENTS ONLY:

The issuer of this Contract is subject to regulation by the insurance division of the department of commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the insurance division.

KENTUCKY RESIDENTS ONLY:

This is not an insurance policy; APHW is backed by its Full Faith and Credit. The holder of this Service Contract shall be entitled to make a direct claim against the insurer upon the failure of the maker to pay any claim within 60 days after the claim has been filed with Philadelphia Indemnity Insurance Company, 4050 Crums Mill Road, Suite 201, Harrisburg, PA 17112.

MISSOURI RESIDENTS ONLY:

Obligations of the Provider under this Service Contract are backed only by the Full Faith and Credit of the Provider (issuer) and are not guaranteed under a reimbursement insurance policy.

This Agreement does not cover any pre-existing defects. In order to qualify for coverage, potentially covered items must be fully operational and in satisfactory working condition upon occupancy of the home.

Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

Use of Non-Original Manufacturer Parts

We will approve the use of non-original manufacturer parts in providing the services We are required to perform under this Agreement.

NEVADA RESIDENTS ONLY:

Cancellations and Refunds

If You are not satisfied with the manner in which We are handling a claim on the Contract, You may contact the Commissioner by calling 888.872.3234. You may cancel this Agreement by returning the Service Contract to Us within 20 days of Your receipt of the Service Contract (the "free-look period") and You will receive a 100% refund of the full Agreement Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made after the free-look period, or if a claim has been paid during the free-look period, You will receive a pro-rata refund of the Contract Fee, less a \$25.00 cancellation fee. If You request cancellation of this Agreement within the free-look period and the refund is not paid or credited within 45 days after return of the Agreement to Us, a 10% penalty will be added to the refund for every 30 days the refund is not paid. This provision applies only to the original purchaser of the Agreement. Any such refund may be credited to an outstanding balance of Your account, and the excess, if any, returned to You. The cost of benefits paid or services provided during the current Contract year will be deducted from any refund issued pursuant to the holder's cancellation of this Contract. We may cancel this Agreement if the reason for cancellation is Nonpayment by You of the Contract Fee, or a material misstatement by You relating to the covered property or its use, an act or omission by You, or a violation by You of any condition of the Service Contract, which occurred after the effective date of the Service Contract and which substantially and materially increases the service required under the Service Contract, however, no such cancellation may become effective until at least 15 days after the notice of cancellation is mailed to You. You will receive a pro-rata refund of the Contract Fee.

THERE IS A 30-DAY WAITING PERIOD FOR: WATER WELL, SEPTIC and THE BUYER OF A FORECLOSURE OR A REPOSSESSED HOME. There is no coverage for the seller of a foreclosure or a repossessed home.

NEW JERSEY RESIDENTS ONLY:

You may cancel this Agreement by informing APHW of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement fee, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if one or more claims has been paid, You will receive a pro-rata refund of the Agreement fee, minus the amounts paid by APHW on claims.

If You request cancellation of this Agreement within 30 days of the purchase date of the Agreement and the refund is not paid or credited within 45 days after cancellation of the Agreement to APHW, a 10% penalty will be added to the refund for every 30 days the refund is not paid.

If APHW cancels this Agreement, APHW must provide You with a written notice at least 5 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Agreement and/or material misrepresentation or substantial breach of duties by You relating to the covered property or its use. If APHW cancels, You will receive a pro-rata refund of the Agreement based upon the length of the Agreement and the time the Agreement has been in effect as of the date of cancellation.

APHW will approve the use of refurbished, reconditioned, non-original manufacturer parts in performing Our obligations under the Agreement.

Obligations of the Provider under this Service Contract are backed by the Full Faith and Credit of the Provider.

NEW MEXICO RESIDENTS ONLY:

Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Contract Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within sixty (60) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement.

If We cancel this Agreement, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee or a material misrepresentation or substantial breach of duties by You relating to the covered property or its use.

OHIO RESIDENTS ONLY:

This Contract is non-cancellable by buyer or person entitled to benefits under this Contract.

SOUTH CAROLINA RESIDENTS ONLY:

This is not a contract of insurance.

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Contract Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within forty-five (45) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement.

If We cancel this Agreement, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee or a material misrepresentation or substantial breach of duties by You relating to the covered property or its use. If We cancel this Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata Contract Fee of this Agreement.

If You have any questions regarding this Contract, or a complaint against the Provider, You may contact the South Carolina Department of Insurance, 1201 Main St. Ste. 1000, Columbia, SC 29201 or Post Office Box 100105, Columbia, SC 29202-3105, or 800.768.3467.

Transfer of Coverage/Agreement

If ownership of the covered premises changes during the Contract term, You must notify APHW at 1.800.648.5006, within 30 days of property transfer for the Contract to be transferred to the new owner of the covered premises.

Use of Non-Original Manufacturer Parts

We will approve the use of non-original manufacturer parts in providing the services We are required to perform under this Agreement.

TEXAS RESIDENTS ONLY:

Any place in the Contract where the term "deductible" appears, Texas Residents should read this as a "Plan Fee". The Plan Fee varies in amount, as shown on pages 2-4, depending on the Plan You selected when You purchased the Warranty, and is the amount You are responsible to pay per repair for covered Breakdowns.

NOTICE: YOU THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT.

FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

This Contract is issued by a Residential Service Company licensed by the Texas Real Estate Commission. Complaints about this Contract or Company may be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, TX 78711-2188, 512.936.3049. The purchase of a residential service contract, or home warranty contract, is optional, and similar coverage may be purchased from other residential service companies or insurance companies authorized to conduct business in Texas.

UTAH RESIDENTS ONLY:

This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association.

LISTSECURE® IS NOT AVAILABLE IN UTAH.

Page 9, GENERAL, Item 6 is deleted and replaced with: Grounds for cancellation include material misrepresentation, substantial change in risk, and substantial breaches of contractual duties. Notice of cancellation is effective no sooner than 30 days after the delivery or first-class mailing of a written notice to You. Cancellation for nonpayment is effective no sooner than 10 days after delivery or first-class mailing of the notice.

Items with pre-existing conditions are excluded from coverage; all items on which a claim may be made must be properly installed and fully operational on the effective date of this Service Contract.

WASHINGTON RESIDENTS ONLY:

This Contract is inapplicable to and does not provide services for items that are prohibited or excluded by Washington law.

WISCONSIN RESIDENTS ONLY:

Cancellations and Refunds

This Agreement may be cancelled by the Provider only for nonpayment of the Provider fee, material misrepresentation by the Contract holder to the Provider or administrator, or substantial breach of duties by the Service Contract holder relating to the covered product or its use. In the event of a total loss of property covered by this Agreement that is not covered by a replacement of the property pursuant to the terms of this Agreement, You are entitled to cancel this Agreement without a cancellation fee, less any claims paid.

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within forty-five (45) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement. If You cancel this Agreement, the administrative fee shall not exceed the lesser of 10% of the Contract Fee or twenty-five dollars (\$25.00). Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

If We cancel this Agreement, We must provide You with a written notice at least 5 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee, or a material misstatement by You relating to the covered property or its use. If We cancel this Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata Contract Fee of this Agreement.

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

WYOMING RESIDENTS ONLY:

Holding a Service Contract covering a home in Wyoming:

Cancellations and Refunds

The following terms, restrictions or conditions shall govern cancellation of this Service Contract prior to the termination or expiration date of the Service Contract by either the Provider or by the Service Contract holder. APHW shall mail a written notice to the Service Contract holder at the last known address of the Service Contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the Provider. Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee, a material misrepresentation by the Service Contract holder to APHW or a substantial breach of duties by the Service Contract holder relating to the covered product or its use.

The original Service Contract holder may return the Service Contract within twenty (20) days of the date the Service Contract was mailed to the Service Contract holder or within ten (10) days of delivery if the Service Contract is delivered to the Service Contract holder at the time of sale or within a longer time period permitted under the Service Contract. Upon return of the Service Contract to APHW within the applicable time period, if no claim has been made under the Service Contract prior to its return to APHW, the Service Contract is void and APHW shall refund to the Service Contract holder, or credit the account of the Service Contract holder, with the full purchase price of the Service Contract. The right to void the Service Contract provided in this subsection is not transferable and shall apply only to the original Service Contract purchaser, and only if no claim has been made prior to its return to APHW. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to APHW.

The Contract holder may terminate the Contract for any reason.

Arbitration

The arbitration clause in the main body of this service contract does not apply. In the event of any disagreement, the parties may agree to arbitration in a separate written agreement.

Real Estate Home Warranty Agreement Information

Seller's coverage for the listing period starts the date the application is received and accepted by APHW and continues until closing or until the listing is cancelled, whichever occurs first.

Buyer's coverage begins at the close of sale and continues for one (1) year from that date (or two (2) years if the 2-year plan is chosen), provided payment has been received by APHW within seven (7) business days after close of sale in order for coverage to be in force. **See terms, conditions, and limitations within this Agreement, located on pages 7-11 of this Contract.**

The charges shown for principal dwelling and additional dwellings include the full amount of all fees, if any, payable to the real estate Broker and its agents for administering, processing and advertising. This Agreement does not cover any pre-existing defects. In order to qualify for coverage, potentially covered items must be fully operational and in satisfactory working condition upon occupancy of the home.

Seller acknowledges by signature and/or payment, that he or she has read, understands and accepts this Real Estate Home Warranty Agreement, including all Service Agreement Terms & Conditions on pages 7-11 and that the obligation of APHW to perform hereunder is conditional upon the truth and accuracy of statements made in these declarations and upon full performance of this Agreement by the Seller. The seller further acknowledges that any known pre-existing defects have been declared and that all systems for which coverage is provided are fully functional and in good and satisfactory operating condition and will be in good operating condition on the transfer date of coverage to the Buyer and upon occupancy of the home and is obligated to pay the cost of this Home Warranty protection at closing. **Seller Preferred Upgrade fee is due at closing. Seller understands and agrees that APHW reserves the right to request payment of the Seller Preferred Upgrade if service has been performed on an upgraded system or appliance in the event of listing expiration or cancellation of coverage.**

Buyer acknowledges by signature and/or payment, that he or she has read, understands and accepts this Real Estate Home Warranty Agreement, including all Service Agreement Terms and Conditions on pages 7-11 and the obligation of this Agreement by the Seller and Buyer that all systems are in good and satisfactory operating condition on the transfer date of coverage to the Buyer and upon occupancy of the home.



Start A Claim

24/7/365 Person-to-Person Claims Service



We must receive your contractor's diagnosis of the item failure and provide you with telephone approval before having any work done. Reimbursement for services will not be made without prior approval.

1. Start Your Claim

First, make sure the item is covered by your plan.
If the item is listed as covered, you may start your claim.

Online: [APHW.COM](https://www.aphw.com)

Click the **Start A Claim** button at the top of the page. Then follow the instructions to start your claim online and obtain a claim number.

Phone: 1.800.648.5006

An APHW customer service representative will take your information, assign you a claim number, and review instructions to complete your claim.

2. Schedule

Once you receive a claim number, you may then call and schedule a local licensed contractor of your choice. Once your contractor arrives, they must first diagnose your problem.

Important: Before the contractor does any work, have the contractor call APHW with the diagnosis.

An APHW customer service representative will speak with you and your contractor to determine the approved dollar amount covered by your warranty. Your contractor may then make the necessary repairs.

3. Payment

Your APHW customer service representative will make sure that arrangements for payments are made. You will be required to pay the contractor a deductible for each trade call, or the actual cost; whichever is less.

An APHW customer service representative will follow up with you after the repairs are made to make sure you are completely satisfied with the work that was done.



EXHIBIT E



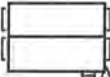
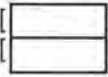
**PERSONAL PROPERTY ADDENDUM FOR AGREEMENT/CONTRACT
TO BUY AND SELL REAL ESTATE (RESIDENTIAL)**



- 1) Buyer and Seller agree that the following items, if present on the Property on the date of the offer, shall be included in the sale as part of the Purchase Price free of liens, unless excluded in paragraph 2 below. Seller agrees to unpair any "smart" devices that convey prior to Closing. Items of personal property other than those below may be sold separately by Bill of Sale (SCR Form 503).

Seller agrees the items below include smart and traditional versions of the product, any related or necessary accessories, dedicated equipment, remotes or similar items.

- a) Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins. This includes any and all equipment, sensors, cameras, video doorbells, mounts, and storage devices for the alarm/security system.
 - b) All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
 - c) Antennas; satellite dishes and receivers
 - d) Any permanently attached or in ground play equipment (including play sets, swing sets, and basketball goals)
 - e) Ceiling and wall-attached fans; light fixtures (including existing bulbs and remote controls)
 - f) Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
 - g) All attached floor coverings
 - h) Any fuel tanks
 - i) Garage door openers and any and all remotes, keys, or fobs
 - j) Permanently wired generators
 - k) Invisible fencing with power supply and any corresponding collars or accessories
 - l) Landscape and in ground outdoor trees and plants, raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features; address markers, and fountains
 - m) Mailboxes and any mounted mail or newspaper containers
 - n) Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
 - o) Any storage sheds, workshops, or detached structures.
 - p) Swimming pool (excluding inflatable); spa; hot tub; any and all maintenance, heating, and filtration equipment
 - q) Any and all water heating systems
 - r) Sump-pumps, radon fans, crawlspace ventilators, and permanently wired de-humidifiers
 - s) TV wall mounts and brackets. Any mounted speakers or intercom systems
 - t) Thermostats
 - u) Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
 - v) Any and all windows, window screens, doors, door screens blinds, curtain rods, drapery rods and brackets, and all mounting equipment for these items.
 - w) Garage storage systems attached or mounted to the wall or ceiling or any garage storage system hanging from the wall or ceiling
 - x) Electric or smart car charger and related equipment
 - y) Central Vacuum system and equipment
- 2) The following items shall not convey (This includes property that is leased or not owned by the Seller)

	BUYER		BUYER		SELLER		SELLER
	BUYER		BUYER		SELLER		SELLER

HAVE READ THIS PAGE

- 3) Seller prior to closing should unpair any and all smart equipment that will convey with the property and return the items to factory default settings.

Seller shall repair any damage caused by removal of any items excluded in paragraph 2.

EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 5:00 ☐ AM ☐ PM on December 12, 2023, unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline. **This offer will expire automatically if no action is taken by either party 30 calendar days after the offer's submittal.**

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties.

BUYER: Date: 12/11/23 Time:

BUYER: Date: Time:

BUYER: Date: Time:

BUYER: Date: Time:

SELLER: Date: Time:

SELLER: Date: Time:

SELLER: Date: Time:

SELLER: *Craig Bright* dotloop verified
08/07/23 2:30 PM EDT
A4OX-BFIV-1AWL-VYBD Date: Time:

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**STATE OF SOUTH CAROLINA
RESIDENTIAL PROPERTY CONDITION
DISCLOSURE STATEMENT**



ELECTRONICALLY FILED - 2023 Dec 22 3:09 PM - BEAUFORT - COMMON PLEAS - CASE#2020CP0701753

The South Carolina Code of Laws (Title 27, Chapter 50, Article 1) requires that an owner of residential real property (single family dwelling unit or a single transaction involving transfer of four dwelling units or less) shall provide to a purchaser this completed and signed disclosure statement prior to forming a real estate contract. This disclosure must be provided in connection with any sale, exchange, installment land sale, and lease with an option to purchase contract. This disclosure statement is not required in connection with transactions listed and exempted by South Carolina Code § 27-50-30.

Owners should answer the questions fully, honestly, and appropriately by attaching documents, checking a box for each check box question, and writing in the blanks on this disclosure statement.

If a question is answered "Yes" or asks for a description, then owner must explain or describe the issue or attach a descriptive report from an engineer, contractor, pest control operator, expert, or public agency. If owner attaches a report, owner shall not be liable for inaccurate or incomplete information in the report unless owner was grossly negligent in obtaining or transmitting the information. If owner fails to check "Yes" or make a disclosure and owner knows there is a problem, owner may be liable for making an intentional or negligent misrepresentation and may owe the purchaser actual damages, court costs, and attorney fees. If a question is answered "No" for any question, the owner is stating that owner has no actual knowledge of any problem.

By answering "No Representation" on this disclosure statement, the owner is acknowledging that they do not have the current knowledge necessary to answer the questions with either a "Yes" or "No" response. Owner still has a duty to disclose information that is known at the time of the disclosure statement. "No Representation" should not be selected if the owner simply wishes to not disclose information or answer the question. Selecting "No Representation" does not waive liability if owner is aware or subsequently becomes aware.

If a question is answered and subsequently new information is obtained or something changes to render the owner's answer incorrect, inaccurate, or misleading (example: roof begins to leak), owner must promptly correct the disclosure. In some situations, the owner may notify the purchaser of the correction. In some situations, the owner may correct or repair the issue.

The owner shall deliver to the purchaser this disclosure before a real estate contract is signed by the purchaser and owner, or as otherwise agreed in the real estate contract. The real estate licensee must disclose material adverse facts about the property if actually known by the licensee about the issue, regardless of owner responses on this disclosure. Owner is solely responsible to complete this disclosure as truthfully and fully as possible. Owner and purchaser are solely responsible to consult with their attorneys regarding any disclosure issues. By signing below, owners acknowledge their duties and that failure to disclose known material information about the property may result in owner liability.

Owner must provide the completed disclosure statement to the purchaser prior to the time the owner and purchaser sign a real estate contract unless the real estate contract states otherwise. Owner should provide a signed copy to the purchaser and keep a copy signed by the purchaser.

A real estate contract, not this disclosure, controls what property transfers from owner to purchaser.

Owner:  Purchaser:  acknowledge receipt of a copy of this page which is Page 1 of 6.
Effective 6/1/2023

EXHIBIT E

Property Address (including unit # or identifier) 24 Widewater Road, Hilton Head Island, SC 29926

Apply this question below and the three answer choices to the numbered issues (1-14) on this disclosure.

As owner, do you have any actual knowledge of any problem(s)* concerning?

*Problem(s) include present defects, malfunctions, damages, conditions, or characteristics.

<u>I. WATER SUPPLY AND SANITARY SEWAGE DISPOSAL SYSTEM</u>	Yes	No	No Representation
1. Water supply	☒	☐	☐
2. Water quality	☒	☐	☐
3. Water pressure	☒	☐	☐
4. Sanitary sewage disposal system for any waste water	☒	☐	☐

A. Describe water supply:	☒ County	☐ Private	☐ Community	☐ Other: _____
	☐ City	☐ Corporate	☐ Well	
B. Describe water disposal:	☒ Septic	☐ Private	☐ Other: _____	
	☐ Sewer	☐ Corporate	☐ Government	
C. Describe water pipes:	☐ PEX	☐ PVC/CPVC	☒ Other/Unknown: _____	
	☐ Copper	☐ Polybutylene	☐ Steel	

<u>II. ROOF, CHIMNEYS, FLOORS, FOUNDATION, BASEMENT, AND OTHER STRUCTURAL COMPONENTS AND MODIFICATIONS OF THESE STRUCTURAL COMPONENTS</u>	Yes	No	No Representation
5. Roof systems A. Approximate year that current roof system was installed: <u>2022</u> B. During your ownership, describe any known roof system leaks, repairs and/or modifications with dates(s): new roof	☒	☐	☐
6. Gutter systems	☐	☒	☐
7. Foundation, slab, fireplaces, chimneys, wood stoves, floors, basement, windows, driveway, storm windows/screens, doors, ceilings, interior walls, exterior walls, sheds, attached garage, carport, patio, deck, walkways, fencing, or other structural components including modifications A. Approximate year structure was built: <u>1999</u> B. During your ownership, describe any structural repairs and/or modifications to the items identified in Question 7 with dates(s): remodeled	☐	☐	☒

<u>III. PLUMBING, ELECTRICAL, HEATING, COOLING, AND OTHER MECHANICAL SYSTEMS</u>	Yes	No	No Representation
8. Plumbing system (pipes, fixtures, water heater, disposal, softener, plumbing components)	☒	☐	☐

Owner: CB Purchaser: RM acknowledge receipt of a copy of this page which is Page 2 of 6.
Effective 6/4/2023

EXHIBIT E

9. Electrical system (wiring, panel, fixtures, A/V wiring, outlets, switches, electrical components)	☒	☐	☐
10. Appliances (range, stove, ovens, dishwasher, refrigerator, washer, dryer, other appliances)	☒	☐	☐
11. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V, other)	☒	☐	☐
12. Mechanical systems (pumps, garage door opener, filtration, energy equipment, safety, other)	☒	☐	☐
13. Heating system(s) (HVAC components)	☒	☐	☐
14. Cooling system(s) (HVAC components)	☒	☐	☐
A. Describe Cooling System:	☐ Central	☐ Ductless	☐ Heat Pump
B. Describe Heating System:	☐ Central	☐ Ductless	☐ Heat Pump
C. Describe HVAC Power:	☐ Oil	☐ Gas	☐ Electric
D. Describe HVAC system approximate age and any other HVAC system(s):			
2020			

IV. PRESENT OR PAST INFESTATION OF WOOD DESTROYING INSECTS OR ORGANISMS OR DRY ROT OR FUNGUS, THE DAMAGE FROM WHICH HAS NOT BEEN REPAIRED, OR OTHER PEST INFESTATIONS

A. Describe any known present wood problems caused by termites, insects, wood destroying organisms, dry rot or fungus:

none

B. Describe any termite/pest treatment, coverage to property, name of provider, and termite bond (if any):

no bond but no termites

C. Describe any known present pest infestations:

n/a

V. THE ZONING LAWS, RESTRICTIVE COVENANTS, BUILDING CODES, AND OTHER LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY, ANY ENCROACHMENTS OF THE REAL PROPERTY FROM OR TO ADJACENT REAL PROPERTY, AND NOTICE FROM A GOVERNMENTAL AGENCY AFFECTING THIS REAL PROPERTY

Apply this question below and the three answer choices to the numbered issues (15-28) on this disclosure.

As owner, do you have any actual knowledge or notice concerning the following:

	Yes	No	No Representation
15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits or other land use restrictions affecting the real property.	☐	☒	☐
16. Designation as a historic building, landmark, site or location within a local historic or other restrictive district, which may limit changes, improvements of demolition of the property.	☐	☒	☐
17. Easements (access, conservation, utility, other), party walls, shared private driveway, private roads, released mineral rights, or encroachments from or to adjacent real property.	☐	☐	☒

Owner:



Purchaser:



Effective 6/4/2023

acknowledge receipt of a copy of this page which is Page 3 of 6.

EXHIBIT E

18. Legal actions, claims, foreclosures, bankruptcies, tenancies, judgments, tax liens, other liens, first rights of refusal, insurance issues, or governmental actions that could affect title to the property.	☐	☒	☐
19. Room additions or structural changes to the property during your ownership.	☒	☐	☐
20. Problems caused by fire, smoke, or water (including whether any structure on the property has flooded from rising water, water intrusion, or otherwise) to the property during your ownership.	☐	☒	☐
21. Drainage, soil stability, atmosphere, or underground problems affecting the property.	☐	☒	☐
22. Erosion, erosion control, or erosion control structure, such as a bulkhead, rock revetment, seawall, or buried sandbags, affecting the property. If "Yes" to Question 22, provide a general description including material, location on the property, approximate size, etc.	☐	☒	☐
23. Flood hazards, wetlands, flood hazard designations, flood zones, or flood risk affecting the property.	☐	☒	☐
24. Whether the property is currently insured through public (e.g., National Flood Insurance Program) or private flood insurance.	☒	☐	☐
25 Private or public flood insurance (e.g., Federal Emergency Management Agency (FEMA)) claims filed on the property during your ownership. If "Yes" to Question 25, list the approximate date(s), general description of event(s), nature of any repair(s), and amounts of all claim(s).	☒	☐	☐
26. Repairs made to the property as a result of flood events that were <u>NOT</u> filed with private or public insurance during your ownership. If "Yes" to Question 26, list the approximate date(s), general description of event(s), nature of any repair(s), and amounts of all flood-related repairs.	☐	☒	☐
27. Has federal flood disaster assistance (e.g., from FEMA, Small Business Administration, HUD) been previously received during your ownership? If "Yes" to Question 27, what was the amount received and the purpose of the assistance (elevation, mitigation, restoration, etc.)?	☐	☐	☒
28. Whether the property has been assessed for a beach nourishment project during your ownership.	☐	☒	☐

A. Describe any green energy, recycling, sustainability or disability features for the property:

B. Describe any Department of Motor Vehicles titled manufactured housing on the property:

VI. BURIED, UNBURIED, OR COVERED PRESENCE OF THE FOLLOWING: LEAD BASED PAINT, LEAD HAZARDS, ASBESTOS, RADON GAS, METHANE GAS, STORAGE TANKS, HAZARDOUS MATERIALS, TOXIC MATERIALS, OR ENVIRONMENTAL CONTAMINATION

A. Describe any known property environmental contamination problems from construction, repair, cleaning, furnishing, intrusion, operating, toxic mold, methamphetamine production, lead based paint, lead hazards, asbestos, radon gas, methane gas, formaldehyde, corrosion-causing sheetrock, storage tanks, hazardous materials, toxic materials, environmental contamination, or other:

Owner:  Purchaser:  acknowledge receipt of a copy of this page which is Page 4 of 6.
Effective 6/1/2023

EXHIBIT E

VII. EXISTENCE OF A RENTAL, RENTAL MANAGEMENT, VACATION RENTAL, OR OTHER LEASE CONTRACT ANTICIPATED TO BE IN PLACE ON THE PROPERTY AT THE TIME OF CLOSING

A. Describe the rental/lease terms, to include any vacation rental periods that reasonably may begin no later than ninety days after the date the purchaser's interest is recorded in the office of the register of deeds, and any rental/leasing problems, if any: n/a

B. State the name and contact information for any property management company involved (if any):

C. Describe known outstanding charges owed by tenant for gas, electric, water, sewer, and garbage:

VIII. EXISTENCE OF A METER CONSERVATION CHARGE, AS PERMITTED BY SECTION 58-37-50 THAT APPLIES TO ELECTRICITY OR NATURAL GAS SERVICE TO THE PROPERTY

A. Describe any utility company financed or leased property on the real property:

B. Describe known delinquent charges for real property's gas, electric, water, sewer, and garbage:

IX. WHETHER THE PROPERTY IS SUBJECT TO GOVERNANCE OF A HOMEOWNERS ASSOCIATION WHICH CARRIES CERTAIN RIGHTS AND OBLIGATIONS THAT MAY LIMIT THE USE OF THIS PROPERTY AND INVOLVE FINANCIAL OBLIGATIONS

	Yes*	No	No Representation
If Yes, owner must complete the attached Residential Property Disclosure Statement Addendum.	☐	☐	☒

X. PLEASE USE THE SPACE BELOW FOR "YES" ANSWER EXPLANATIONS AND ATTACH ANY ADDITIONAL SHEETS OR RELEVANT DOCUMENTS AS NEEDED

Owner:  Effective 6/1/2023

Purchaser



acknowledge receipt of a copy of this page which is Page 5 of 6.

EXHIBIT E

This disclosure does not limit the obligation of the purchaser to inspect the property and improvements which are the subject of the real estate contract. Purchaser is solely responsible for conducting their own offsite condition inspections and psychologically affected property inspections prior to entering into a real estate contract. The real estate licensees (acting as listing or selling agents, or other) have no duty to inspect the onsite or offsite conditions of the property and improvements. Purchaser should review all applicable documents (covenants, conditions, restrictions, bylaws, deeds, and similar documents) prior to entering into any legal agreements including any contract. The South Carolina Code of Laws describes the Residential Property Condition Disclosure Statement requirements and exemptions at § 27-50-10 (and following) which can be read online (www.scstatehouse.gov or other websites).

Current status of property or factors which may affect the closing:

- ☒ Owner occupied ☐ Short sale ☐ Bankruptcy ☐ Vacant (How long vacant?): _____
☐ Leased ☐ Foreclosure ☐ Estate ☐ Other: _____
☐ Subject to Vacation/Short Term Rental

A Residential Property Condition Disclosure Statement Addendum ☐ is ☐ is not completed and attached. This addendum should be attached if the property is subject to covenants, conditions, restrictions, bylaws, rules, or is a condominium.

Owner acknowledges having read, completed, and received a copy of this Residential Property Condition Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Craig Bright dotloop verified
08/10/23 11:27 AM
EOL
CVR-3302-13JP-528V Date: 08/10/2023 Time: _____

Owner Printed Name: Craig Bright

Owner Signature: _____ Date: _____ Time: _____

Owner Printed Name: _____

Purchaser acknowledges prior to signing this disclosure:

- Receipt of a copy of this disclosure
- Purchaser has examined disclosure
- Purchaser had time and opportunity for legal counsel
- This disclosure is not a warranty by the real estate licensees
- This disclosure is not a substitute for obtaining inspections of onsite and offsite conditions
- This disclosure is not a warranty by the owner
- Representations are made by the owner and not by the owner's agents or subagents
- Purchaser has sole responsibility for obtaining inspection reports from licensed home inspectors, surveyors, engineers, or other qualified professionals
- Purchaser has sole responsibility for investigating offsite conditions of the property including, but not limited to, adjacent properties being used for agricultural purposes

Purchaser Signature: [Redacted] Authenticsign Date: 12/11/23 Time: _____

Purchaser Printed Name: [Redacted]

Purchaser Signature: _____ Date: _____ Time: _____

Purchaser Printed Name: _____

Owner: CB Purchaser: RM acknowledge receipt of a copy of this page which is Page 6 of 6.
Effective 6/1/2023

SELECTIVE

BE UNIQUELY INSURED®

CORRELL INSURANCE GROUP OF HILTON HEAD
PO BOX 6869
HILTON HEAD ISLAND, SC 29928



NOVEMBER 17, 2022

CRAIG BRIGHT
24 WIDEWATER ROAD
HILTON HEAD ISLAND, SC 29926

Subject: **Your New Flood Insurance Policy from Selective**

Policy Number: FLD2485702

Insured(s): CRAIG BRIGHT

Property Location: 24 WIDEWATER RD
HILTON HEAD ISLAND, SC 29926-2064

Dear Valued Customer:

Thank you for choosing Selective for your flood insurance needs.

Enclosed you will find your Flood Policy Declarations Page, the National Flood Insurance Program's Summary of Coverage, Selective's Notice of Information Practices, and Claims Guidelines in Case of a Flood.

Please review your Declarations Page to ensure the information is accurate. Inaccurate information may impact your policy's premium. If any changes are needed, please contact your agency or email our customer service team: FloodCustomerService@selective.com. Questions regarding prior claims history must be directed to the Federal Emergency Management Agency (FEMA) at (877) 336-2627 or FEMAMapSpecialist@riskmapods.com.

If you find that your renewal premium is lower than the Full Risk Premium shown on your Declarations Page, this may be because your policy was previously rated using subsidized rates. FEMA has recently reformed its rating methodology. **This new rating methodology is commonly referred to as Risk Rating 2.0 (RR 2.0). RR 2.0 utilizes equitable rates based on the value of your property and its exposure to flood risks.** The Full Risk Premium shown on your Declarations Page is the total cost of flood insurance for your property calculated under RR 2.0. If your renewal premium is lower than the Full Risk Premium, as long as your policy does not lapse your annual premium increase will be capped at 18% until the renewal premium reaches the Full Risk Premium. For more information on RR 2.0, please visit www.SelectiveFlood.com.

To view your flood insurance policy, visit customer.myselectiveflood.com. If you would like a copy of the policy emailed or mailed to you, please contact our customer service team at (877) 348-0552 or selectivefloodpolicy@selective.com. Unless we hear from you, we will assume that you can view your policy through our customer website.

Don't forget to take advantage of our self-service capabilities by visiting our website customer.myselectiveflood.com. Our self-service site makes it easy for you to:

- Pay your renewal premium.
- Update your mailing address and other information on your policy.
- Sign up for electronic delivery of your flood insurance documents.
- Report and track the status of a flood claim and more.

We appreciate your business. Together with your agent, we look forward to serving you.

Sincerely,

Cassie Masone - Vice President Flood Operations
Selective Insurance Company of America

SELECTIVE

BE UNIQUELY INSURED®

CORRELL INSURANCE GROUP OF HILTON HEAD
PO BOX 6869
HILTON HEAD ISLAND, SC 29928



CLAIM GUIDELINES IN CASE OF A FLOOD

For the protection of you and your family, the following claim guidelines are provided by the National Flood Insurance Program (NFIP). If you are ever in doubt as to what action is needed, consult your insurance representative.

- Notify Selective Insurance or your insurance representative as soon as possible after the flood.
- If you have not been contacted by an adjuster within 24 - 48 hours after you reported the claim to your insurance representative please call Selective Insurance at (877) 348-0552.
- As soon as possible, separate damaged property from undamaged property so that damage can be inspected and evaluated.
- Discuss with the claims adjuster any need you may have for an advance or partial payment for your loss.
- To help the claims adjuster, try to take photographs of the outside of the premises showing the flooding and the damage and photographs of the inside of the premises showing the height of the water and the damaged property.
- Place all account books, financial records, receipts, and other loss verification material in a safe place for examination and evaluation by the claims adjuster.
- Work cooperatively and promptly with the claims adjuster to determine and document all claim items.
- Make sure that the claims adjuster fully explains, and that you fully understand, all allowances and procedures for processing claim payments on the basis of your proof of loss. This policy requires you to send us detailed proof of loss within 60 days after the loss.
- Coverage problems and claim allowance restrictions will be communicated directly from Selective Insurance or the NFIP. Claims adjusters are not authorized to approve or deny claims; their job is to report to the Selective Insurance or the NFIP on the elements of flood cause and damage.
- At our option, we may accept an adjuster's report of the loss instead of your proof of loss. The adjuster's report will include information about your loss and the damages to your insured property. You must sign the adjuster's report. At our option, we may require you to swear to the report.

Important Information About The National Flood Insurance Program (NFIP)

Federal law requires insurance companies that participate in the NFIP to provide you with the enclosed Summary of Coverage. It's important to understand that the Summary of Coverage only provides a general overview of the coverage afforded under your policy. You will need to review your flood insurance policy, Declarations Page, and any applicable endorsements for a complete description of your coverage. The enclosed Declarations Page indicates the coverage you purchased, your policy limits and amount of your deductible.

You will soon receive additional information about the National Flood Insurance Program from FEMA. This information will include a Claims Handbook, a history of flood losses that have occurred on your property as contained in FEMA's data base, and an acknowledgement letter.

SELECTIVE

BE UNIQUELY INSURED®

CORRELL INSURANCE GROUP OF HILTON HEAD
PO BOX 6869
HILTON HEAD ISLAND, SC 29928

Agency Phone: (888) 668-8082

NFIP Policy Number: 0002485702
Company Policy Number: FLD2485702
Agent: MISSY SIMONSEN

Payor: INSURED
Policy Term: 11/08/2022 12:01 AM - 11/08/2023 12:01 AM
Policy Form: DWELLING POLICY

To report a claim
visit or call us at: <https://customer.myselectiveflood.com>
(877) 348-0552

**RENEWAL FLOOD INSURANCE POLICY DECLARATIONS**

NATIONAL FLOOD INSURANCE PROGRAM

DELIVERY ADDRESS

CRAIG BRIGHT
24 WIDEWATER ROAD
HILTON HEAD ISLAND, SC 29926

INSURED NAME(S) AND MAILING ADDRESS

CRAIG BRIGHT
24 WIDEWATER ROAD
HILTON HEAD ISLAND, SC 29926

COMPANY MAILING ADDRESS

Selective Ins Co of the Southeast
PO BOX 782747
PHILADELPHIA, PA 19178-2747

INSURED PROPERTY LOCATION

24 WIDEWATER RD
HILTON HEAD ISLAND, SC 29926-2064

RATING INFORMATION

BUILDING OCCUPANCY: SINGLE-FAMILY HOME
NUMBER OF UNITS: N/A
PRIMARY RESIDENCE: YES
PROPERTY DESCRIPTION: SLAB ON GRADE (NON-ELEVATED), 2 FLOOR(S), FRAME CONSTRUCTION
PRIOR NFIP CLAIMS: 0 CLAIM(S)

BUILDING DESCRIPTION: MAIN DWELLING
BUILDING DESCRIPTION DETAIL: N/A

DATE OF CONSTRUCTION: 01/01/1999
CURRENT FLOOD ZONE: X
FIRST FLOOR HEIGHT (FEET): 1.2
FIRST FLOOR HEIGHT METHOD: ELEVATION CERTIFICATE

MORTGAGEE / ADDITIONAL INTEREST INFORMATION

FIRST MORTGAGEE: TD BANK, NA ISAOA/ATIMA
PO BOX 39158 SOLON, OH 44139-0158
SECOND MORTGAGEE: SOUTH STATE BANK N.A.
PO BOX 2590 COPPELL, TX 75019

LOAN NO: 6018014049

LOAN NO: 17002007415

LOAN NO: N/A

ADDITIONAL INTEREST:**DISASTER AGENCY:**

CASE NO: N/A
DISASTER AGENCY: N/A

RATE CATEGORY — RATING ENGINE

	COVERAGE	DEDUCTIBLE
BUILDING:	\$250,000	\$1,250
CONTENTS:	\$100,000	\$1,000

COVERAGE LIMITATIONS MAY APPLY. SEE YOUR POLICY FORM FOR DETAILS.
Please review this declaration page for accuracy. If any changes are needed, contact your agent.
Notes: The "FULL RISK PREMIUM" is for this policy term only. It is subject to change annually if there is any change in the rating elements. Your property's NFIP flood claims history can affect your premium, for questions please contact your agency. "MITIGATION DISCOUNTS" may apply if there are approved flood vents and/or the machinery & equipment is elevated appropriately. To learn more about your flood risk, please visit FloodSmart.gov/floodcosts.

COMPONENTS OF TOTAL AMOUNT DUE

BUILDING PREMIUM:	\$1,187.00
CONTENTS PREMIUM:	\$529.00
INCREASED COST OF COMPLIANCE (ICC) PREMIUM:	\$33.00
MITIGATION DISCOUNT:	(\$0.00)
COMMUNITY RATING SYSTEM REDUCTION:	(\$388.00)
FULL RISK PREMIUM:	\$1,361.00
ANNUAL INCREASE CAP DISCOUNT:	(\$922.00)
STATUTORY DISCOUNTS:	(\$0.00)
DISCOUNTED PREMIUM:	\$439.00
RESERVE FUND ASSESSMENT:	\$79.00
HFIAA SURCHARGE:	\$25.00
FEDERAL POLICY FEE:	\$47.00
PROBATION SURCHARGE:	\$0.00
TOTAL ANNUAL PREMIUM:	\$590.00

IN WITNESS WHEREOF, I have signed this policy below and enter in to this Insurance Agreement

Michael H. Lanza / Secretary

John Marchioni / Chairman, President & CEO

This declarations page along with the Standard Flood Insurance Policy Form constitutes your flood insurance policy.

Zero Balance Due - This Is Not A Bill

Policy issued by: Selective Ins Co of the Southeast

Insurer NAIC Number: 39926



File: 21398278

Page 1 of 1



DocID: 178681948

Printed 11/17/2022

EXHIBIT E

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NOTICE OF INFORMATION PRACTICES (LONG FORM)

MISC-798 06 01

Your application or information you provide in connection with a claim is our major source of information. However, in order to evaluate your application for insurance, to service your policy or to process a claim, we may ask for additional information about you and any person who will be insured under this policy or who is the subject of the claim. This is sometimes necessary to make certain that the statements on your application are accurate or to process the claim. We may also need more details than you have already given us.

INFORMATION WE COLLECT

In connection with an application, the information that we may collect will enable us to make possible judgments about your character, habits, hobbies, finances, occupation, general reputation, health or other personal characteristics. In connection with a claim, the information we may collect will enable us to process the claim.

We may obtain this information from several sources. For example, we may contact any physician, clinic or hospital where any persons to be insured or making a claim have been treated. We may need information from your employer. But, before we ask for information from any of these sources, we will ask you to sign an authorization, which gives us permission to proceed, unless authorization is not required by law. We may get information by talking or writing to other insurance companies to which you applied for a policy or with which you have made a claim, members of your family, neighbors, friends, your insurance agent and others who know you. We may also obtain information from motor vehicle reports, court records, or photographs of the property you want insured or with regard to which you have made a claim.

CONSUMER REPORTS

It is common for an insurance company to order a report from an independent organization — a consumer reporting agency or an insurance-support organization — to verify and add to the information that you have given us. These reports are used to help us decide if you qualify for the insurance for which you have applied or to evaluate the claim you have made.

They may:

- _____ pertain to your mode of living, character, general reputation and personal characteristics such as health, job and finances.
- _____ contain information on your marital status, driving records, etc.
- _____ include information on the loss history of your property.
- _____ include information gathered by talking or writing to you or members of your family, neighbors, friends, your insurance agent and others who know you.
- _____ include information from motor vehicle reports, court records or photographs of your property and/or the property involved in the claim.

Upon your request, the consumer reporting agency or insurance-support organization will attempt to interview you in connection with any report it prepares. The information may be kept by the reporting organization and may later be given to others who use its services. It will be given only to the extent permitted by the Federal Fair Credit Reporting Act and your local state law, if any. Upon request and identification, the consumer reporting agency or insurance-support organization will provide you with a copy of the report.



DISCLOSURE OF INFORMATION

Information we collect about you will not be given to anyone without your consent, except when necessary to conduct our business. There are some disclosures which may be made without your prior authorization. These include:

- _____ Persons or organizations who need the information to perform a professional, business or insurance function for us, such as businesses that assist us with data processing or marketing.
- _____ Other insurance companies, agents, or consumer reporting agencies as it may be needed in connection with any application, policy or claim involving you.
- _____ Adjusters, appraisers, investigators and attorneys who need the information to investigate or settle a claim involving you.
- _____ An insurance-support organization which is established to collect information for the purpose of detecting and preventing insurance crimes or fraudulent claims.
- _____ A medical professional or institution to verify your insurance coverage or inform you of a medical condition of which you may not be aware.
- _____ Persons or organizations that conduct scientific research, including actuarial or underwriting studies.
- _____ Persons or organizations that will use the information for sales purposes, unless you indicate in writing to us that you do not want the information disclosed for this purpose.
- _____ Our affiliated companies for auditing our operations and for marketing an insurance product or service.

In addition, we may provide information to state insurance departments in connection with their regulatory authority and to other governmental or law enforcement authorities to protect our legal interests or in cases of suspected fraud or illegal activities.

YOUR INSURANCE POLICY FILES

Information we collect about you will be kept in our policy files. We may refer to this information if you file a claim for benefits under any policy you have with us or if you apply to us for a new policy. You have the right to know what kind of information we keep in our files about you, to have access to the information, and to receive a copy. There are some types of information; however, to which we are not required to give you access. This type of information is generally collected when we evaluate a claim or when the possibility of a lawsuit exists.

If you want information from your files, please contact us. There may be a nominal charge for copies of records. If you think your file contains incorrect information, notify us indicating what you believe is incorrect and your reasons. We will reinvestigate the matter and either correct our records or place a statement from you in our files explaining why you believe the information is incorrect. We will also notify persons or organizations to whom we previously disclosed the information of the change or your statement.

CONFIDENTIALITY AND SECURITY OF PERSONAL INFORMATION

We restrict access to personal information to those individuals who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with legal standards and ensure the confidentiality of personal information in accordance with our policy.

TREATMENT OF PERSONAL INFORMATION OF FORMER CUSTOMERS AND APPLICANTS

We adhere to this personal information privacy policy even when a customer relationship no longer exists. Disclosures about former applicants and customers may be made without prior authorization as permitted by law.

If you have any questions about our information practices, please contact us.

ELECTRONICALLY FILED - 2023 Dec 22 3:09 PM - BEAUFORT - COMMON PLEAS - CASE#2020CP0701755

RM

30824

ELEVATION CERTIFICATE
FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM

O.M.B. No. 3067-0077
Expires July 31, 1999

8393
ATTENTION: Use of this certificate does not provide a waiver of the flood insurance purchase requirement. This form is used only to provide elevation information necessary to ensure compliance with applicable community floodplain management ordinances, to determine the proper insurance premium rate, and/or to support a request for a Letter of Map Amendment or Revision (LOMA or LOMR). You are not required to respond to this collection of information unless a valid OMB control number is displayed in the upper right corner of this form. Instructions for completing this form can be found on the following pages.

SECTION A PROPERTY INFORMATION

BUILDING OWNER'S NAME <u>Reichel</u>	FOR INSURANCE COMPANY USE POLICY NUMBER
STREET ADDRESS (including Apt., Unit, Suite and/or Bldg. Number) OR P.O. ROUTE AND BOX NUMBER	COMPANY NAIC NUMBER
OTHER DESCRIPTION (Lot and Block Numbers, etc.) <u>Lot B22, Widewater Road, Spanish Wells Plantation</u>	
CITY <u>Hilton Head Island, Beaufort County, South Carolina, 29928</u>	STATE <u>SC</u> ZIP CODE <u>29928</u>

SECTION B FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

Provide the following from the proper FIRM (See Instructions):

1. COMMUNITY NUMBER <u>450250</u>	2. PANEL NUMBER <u>7</u>	3. SUFFIX <u>D</u>	4. DATE OF FIRM INDEX <u>9/29/86</u>	5. FIRM ZONE <u>A7</u>	6. BASE FLOOD ELEVATION (in AO Zones, use depth) <u>14'</u>
--------------------------------------	-----------------------------	-----------------------	---	---------------------------	---

7. Indicate the elevation datum system used on the FIRM for Base Flood Elevations (BFE): ☒ NGVD '29 ☐ Other (describe on back)
8. For Zones A or V, where no BFE is provided on the FIRM, and the community has established a BFE for this building site, indicate the community's BFE: feet NGVD (or other FIRM datum—see Section B, Item 7).

SECTION C BUILDING ELEVATION INFORMATION

1. Using the Elevation Certificate Instructions, indicate the diagram number from the diagrams found on Pages 5 and 6 that best describes the subject building's reference level. 2
2(a). FIRM Zones A1-A30, AE, AH, and A (with BFE). The top of the reference level floor from the selected diagram is at an elevation of 11.18 feet NGVD (or other FIRM datum—see Section B, Item 7).
(b). FIRM Zones V1-V30, VE, and V (with BFE). The bottom of the lowest horizontal structural member of the reference level from the selected diagram, is at an elevation of feet NGVD (or other FIRM datum—see Section B, Item 7).
(c). FIRM Zone A (without BFE). The floor used as the reference level from the selected diagram is feet above ☐ or below ☐ (check one) the highest grade adjacent to the building.
(d). FIRM Zone AO. The floor used as the reference level from the selected diagram is feet above ☐ or below ☐ (check one) the highest grade adjacent to the building. If no flood depth number is available, is the building's lowest floor (reference level) elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown
3. Indicate the elevation datum system used in determining the above reference level elevations: ☒ NGVD '29 ☐ Other (describe under Comments on Page 2). (NOTE: If the elevation datum used in measuring the elevations is different than that used on the FIRM [see Section B, Item 7], then convert the elevations to the datum system used on the FIRM and show the conversion equation under Comments on Page 2.)
4. Elevation reference mark used appears on FIRM: ☐ Yes ☒ No (See Instructions on Page 4)
5. The reference level elevation is based on: ☒ actual construction ☐ construction drawings
(NOTE: Use of construction drawings is only valid if the building does not yet have the reference level floor in place, in which case this certificate will only be valid for the building during the course of construction. A post-construction Elevation Certificate will be required once construction is complete.)
6. The elevation of the lowest grade immediately adjacent to the building is: 11.16 feet NGVD (or other FIRM datum—see Section B, Item 7).

SECTION D COMMUNITY INFORMATION

1. If the community official responsible for verifying building elevations specifies that the reference level indicated in Section C, Item 1 is not the "lowest floor" as defined in the community's floodplain management ordinance, the elevation of the building's "lowest floor" as defined by the ordinance is: feet NGVD (or other FIRM datum—see Section B, Item 7).
2. Date of the start of construction or substantial improvement:

FEMA Form 81-31, MAR 97

REPLACES ALL PREVIOUS EDITIONS

SEE REVERSE SIDE FOR CONTINUATION

EXHIBIT E

RM

SECTION E CERTIFICATION

This certification is to be signed by a land surveyor, engineer, or architect who is authorized by state or local law to certify elevation information when the elevation information for Zones A1-A30, AE, AH, A (with BFE), V1-V30, VE, and V (with BFE) is required. Community officials who are authorized by local law or ordinance to provide floodplain management information, may also sign the certification. In the case of Zones AO and A (without a FEMA or community issued BFE), a building official, a property owner, or an owner's representative may also sign the certification.

Reference level diagrams 6, 7 and 8 - Distinguishing Features-If the certifier is unable to certify to breakaway/non-breakaway wall, enclosure size, location of servicing equipment, area use, wall openings, or unfinished area Feature(s), then list the Feature(s) not included in the certification under Comments below. The diagram number, Section C, Item 1, must still be entered.

I certify that the information in Sections B and C on this certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME
Antoine Vinel

TITLE
S.C. Reg. Land Surveyor

ADDRESS
35 Pinckney Colony Rd.

SIGNATURE
[Signature]

LICENSE NUMBER (or Affil. Seal)
9064

COMPANY NAME
Coastal Surveying Co., Inc.

LOCATION
Bluffton, S.C. 29910

DATE
1/13/99

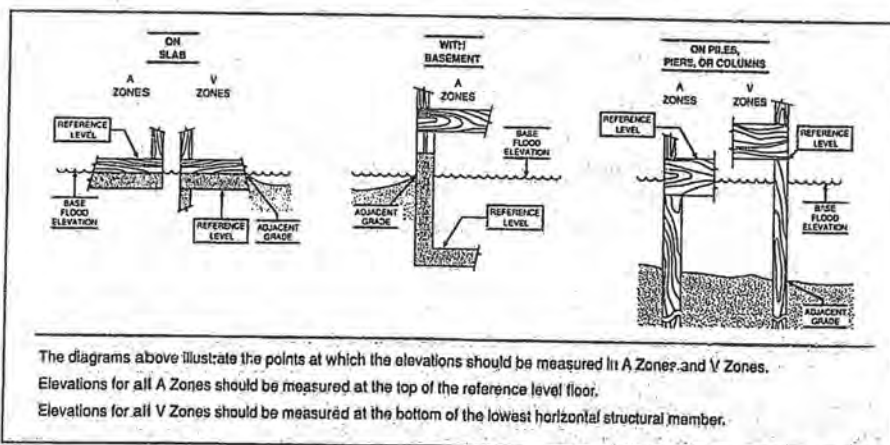
PHONE
843-757-4466

STATE
S.C.

ZIP
29910

Copies should be made of this Certificate for: 1) community official; 2) insurance agent/company, and 3) building owner.

COMMENTS:



STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2020CP0701753

Diana Janura,

Plaintiff,

v.

Craig Bright,

Defendant.

**AFFIDAVIT OF
CRAIG BRIGHT**

Personally appeared before me, Craig Bright, who first being duly sworn, deposes and says as follows:

1. I am over the age of eighteen (18), suffer no disability and am otherwise competent to testify in this matter.
2. I am the Defendant in the above-captioned action.
3. While this lawsuit has been a difficult process for me, I have never had the intent to defraud Diana Janura, or any other creditor, or to escape any potential judgment.
4. In fact, I have made it absolutely clear during this litigation that my goal is to be present in the lives of my children to the extent possible and remain near them. This includes maintaining a presence in South Carolina.
5. My elderly parents also reside in South Carolina, and I intend to remain present in their lives as they continue to age. Both my parents require care and attention. My father suffers from Alzheimer's disease, is homebound, and requires significant care. My mother suffers from several autoimmune diseases and has difficulty leaving her home. My father is 92 years old. My mother is 87 years old.
6. My businesses interests are also located in South Carolina. These include a furniture store

- and a commercial real estate holding company located in Hilton Head, South Carolina. The real estate portfolio owned by the real estate holding company is located in South Carolina.
7. I have no intention of permanently leaving South Carolina or severing ties with my community in South Carolina. I intend to continue to do business in South Carolina and to be involved in the lives of my parents and my children to the extent possible.
 8. On May 7, 2023, while incarcerated, I made a call to my mother Peggy Bright. The transcript of the call is attached as Exhibit A. The nature of the call was spent discussing my well-being, our care for each other, and my intention to avoid being placed in legal jeopardy again because of the ongoing dispute with my ex-wife regarding my being able to see our three children.
 9. Plaintiff's motion and supporting affidavit misrepresent my statements by including only selected portions of my statements and by omitting relevant portions of the call.
 10. During this call I stated "when I get out [of]here I'm going to get out of town *for a while* and try to liquidate. You know, I mean obviously (inaudible) I've got everybody—everybody in law enforcement and the fire department wanting me, so I'm getting out. So I just need to pick a place to go, you know." Bright Call, 9:1-13, May 7, 2023 (emphasis added).
 11. I stated my plan was to leave town for a while, not permanently, to avoid further issues with Diana Janura, and certainly not to defraud anyone or transfer assets out of the State of South Carolina. In fact, Diana Janura has repeatedly expressed her desire that I not be in Hilton Head or near my children.
 12. On May 15, 2023, while I was still incarcerated, I made another call to a female friend. The transcript of the call is attached herewith as Exhibit B.
 13. The nature of this call was spent discussing our future living arrangements and potentially purchasing a second residence to share together.

14. Plaintiff's motion and supporting affidavit misrepresent my statements by including only selected portions of my statements and by omitting relevant portions of the call.
15. Selling my assets or intent to defraud Diana Janura was never discussed during this call, as I have no intention of doing so.
16. Six months have passed since I made these calls and I have not sold off any significant assets or moved any significant assets from the State of South Carolina. All I have done is to lease an apartment in Chicago, move some personal effects into the apartment, and being to spend some time there as I have done for many months.
17. Since those phone calls, I have not made any attempt to assign, dispose of, secret, or transfer any of the property mentioned in Plaintiff's Affidavit.
18. During August 2023, I listed my residence located at 24 Widewater Road, Hilton Head Island, South Carolina 29926 for sale. This is a large family home that includes a large space dedicated to my children, which includes a theater, bunkbeds, and arcade games. The Residence has 4 bedrooms, 4.5 bathrooms, and occupies 7,492 square feet on an approximately 1.69acre lot. The house is currently on the market for \$5,100,000 and has been on sale since August 23, 2023. The property was recently appraised for \$4,685,000.
19. My intent in selling this large family home is to enable me to downsize to a smaller residence in the Hilton Head area in addition to having the apartment in Chicago. I have accepted that my three children will not come to stay with me in the near future. As a result, it does not make sense for me to maintain such a large family home. Instead, I intend to find a smaller condominium or apartment in Hilton Head.
20. My intent in selling this large family home is not to defraud any current or potential creditor.
21. The Warrant of Attachment issued by this Court will cause me considerable damages, as my current residence, cars, and boat are subject to the warrant. Additionally, my business assets

of Bennies, Inc. and BNC Holdings, LLC are subject to the warrant. This will cause critical difficulties in continuing the successful operations of the same. I and the businesses will incur substantial damages as a result of the warrant.

22. The damage I will suffer from the Warrant of Attachment will be detrimental to me both personally and financially, as well as to Bennies, Inc. and BNC Holdings, LLC. These include the following damages:

- a. A diminution in the market value of the large family home located at 24 Widewater Road, Hilton Head Island, South Carolina 29926. A sheriff's deputy affixed the Warrant of Attachment on the front door of the home while it was being shown to prospective buyers and their real estate agent. The potential buyer later made an offer in the amount of \$3,400,000—well under the fair market value of the home. As real estate agents in Hilton Head communicate, I anticipate that future offers will be below market value based on the perception that I have financial problems created by this incident. As it will be harder to sell the property for fair market value, I will also incur the costs associated with maintaining this large family home, including continuing to pay the mortgage, maintenance and repair costs, and the loss of the benefit of the proceeds resulting from a quicker sale at fair market value.
- b. In addition, on December 11, 2023, I received a cash offer on the property in the amount of \$4,500,000. The offer included a closing date not later than 5:00 pm on December 22, 2023. The offer also included an express expiration at 5:00 pm on December 12, 2023. The Warrant of Attachment prevented me from selling the property. As a result, I lost the value of the contract and have incurred the resulting, significant financial damages outlined above by not being able to consummate the sale.

- c. The issuance and service of the Warrant of Attachment has also resulted in diminished perceived value for the commercial properties owned by my commercial property holding company—BNC Holdings. In addition, Diana Janura's unilateral refusal to refinance the debt on these properties last Spring to a fixed interest rate has resulted in additional, unnecessary costs due to the debt being subject to variable interest rates that have only risen since the Spring.
- d. The issuance and service of the Warrant of Attachment upon Bennies, Inc. has also caused me financial damage. My employees are questioning whether the company is financially secure and whether they should be looking for new jobs. This is especially damaging during the holiday shopping season as Bennies, Inc. is a retail store. The Warrant of Attachment will also dissuade customers from shopping at the store as they will be less likely to purchase furniture that requires a deposit before ordering and delivery. The Warrant of Attachment will also negatively impact the business's relationship with suppliers who will be less likely to extend credit to a company with perceived financial problems.
- e. The issuance and service of the Warrant of Attachment has frozen my ability to borrow money for myself and for my businesses. It has also frozen my ability to buy and sell equities in my brokerage account, as the brokerage account is frozen. As a result, I have suffered additional financial damages resulting from my inability to sell equities that are likely to depreciate in value and purchase equities that are likely to appreciate in value. As I had intended to purchase at least \$100,000 of Costco stock prior to the release of its earnings report this week but was prevented by the Warrant of Attachment, the freezing of this account has already cost me tens of thousands of dollars.

- f. The issuance and service of the Warrant of Attachment on my businesses and financial institutions has also been damaging to my reputation. This has caused a perception among the individuals and businesses with which I conduct business that I am not financially secure and have the result that they will not want to conduct business with me or my businesses.
 - g. In addition, the issuance and service of the Warrant of Attachment has caused me emotional distress as I am worried about making payments on outstanding invoices and bills that are due and my brokerage account has been frozen.
23. Plaintiff's Affidavit inaccurately describes my deposition testimony by presenting only selected portions to the Court and omitting relevant portions. As stated in the deposition, I do not recall intentionally deleting any text messages, documents, and or emails, with any relevancy to this litigation after receiving Diana Janura's Litigation Hold Letter. During my deposition, I stated I did not recall if I specifically deleted these types of documents, but agreed it was possible. However, I have no specific recollection of deleting any emails, documents, text messages, etc., after receiving the Litigation Hold Letter. Diana Janura's characterization that I intentionally violated the terms of the Litigation Hold Letter is false.
24. Moreover, Plaintiff affixed copies of the allegedly defamatory statements that she alleged that I made to the Complaint.
25. Diana Janura's Ex Parte Motion for Warrant of Attachment was designed solely to harass me as none of my actions have shown fraudulent intent to defraud her or anyone else. It was done maliciously and with no basis in law. The referenced assets are still in my possession, and I do not intend to assign, dispose of, or secrete any assets to defraud anyone.
26. Moreover, Plaintiff knows that one of my insurers has placed \$500,000.00 in escrow in the trust account of the law firm of Barnwell Whaley Patterson & Helms LLC for the purpose

of satisfying any potential judgment that may be entered in this action. I understand that I may be liable for paying a judgment in this action and have taken proper precautions for the risk that a judgment is entered against me in this litigation at some point in the future.

FURTHER, THIS AFFIANT SAYETH NOT.

Craig Bright
Craig Bright

Subscribed and sworn before me
this 18th day of December, 2023

Barbara Douglas
Notary Public for the State of South Carolina

My Commission Expires: 10/06/2030



STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2020CP0701753

Diana Janura,

Plaintiff,

v.

Craig Bright,

Defendant.

**AFFIDAVIT OF
ROBERT "MOOSE" RINI**

Personally appeared before me, Robert "Moose" Rini, who first being duly sworn, deposes and says as follows:

1. I am over the age of eighteen (18), suffer no disability, and am otherwise competent to testify in this matter.

2. I am an actively licensed real estate Broker-In-Charge (SC License No. 24505) in South Carolina. I have been continuously licensed by the South Carolina Real Estate Commission since March 22, 1993. I currently serve as Broker-In-Charge of Re/Max Island Realty located at 24 New Orleans Road, Ste 210, in Hilton Head, South Carolina, 29928.

3. I have been a real estate professional for over 30 years.

4. I currently have a brokerage relationship with Craig Bright ("Craig"), who has retained me to market his home located at 24 Widewater Road, in Hilton Head Island, South Carolina 29926 (the "Residence"). The Residence has 4 bedrooms, 4.5 bathrooms, and occupies 7,492 square feet on an approximately 1.69acre lot.

5. The Residence has been on sale since August 23, 2023. Currently the residence is listed for sale in the amount of \$5,100,000.

6. Based upon the appraisal of the Residence, attached as Exhibit A, the value of the

Residence is approximately \$4,685,000.

7. Craig asked me to serve as his realtor to sell his Residence because he seeks to downsize from this large family home to a condo within the Grandview Plantation condominium complex, in Hilton Head, South Carolina.

8. The Residence currently has a large room that Craig constructed for his children. This room includes a theater, bunkbeds, and video games, should they choose to spend time with him. Photos of the children's space within the Residence are shown in Exhibit B.

9. It is very important to Craig that he remains available to be in contact with his children.

10. Craig has repeatedly informed me that he intends to purchase the condo to remain in contact with his parents and to make himself available to spend time with his children—all of whom live in Hilton Head, South Carolina.

11. Craig has repeatedly informed me that he does not plan to permanently leave South Carolina.

12. On December 1, 2023, a potential buyer was touring the Residence during a showing when a Beaufort County Sheriff's Deputy served a Warrant of Attachment by sticking it upon the front door of the Residence. After the showing, I called the buyer's agent and was informed he and the potential buyers watched as the sheriff tapped the Warrant of Attachment to the front door of the Residence.

13. This was incredibly damaging to the market value of the Residence. In fact, the potential buyer who had been touring the Residence made an offer later that day in the amount of \$3,400,000—well under the fair market value of Residence.

14. As evidenced by the appraisal, this offer is \$1,285,000 under the fair market value of Residence.

15. It is my professional opinion as a real estate broker that a the very low offer was directly the result of the potential buyer seeing the Warrant of Attachment.

16. Had I been touring a property with a client where we witnessed the service of a Warrant of Attachment, I would have recommended my client provide a low offer to take advantage of the stigma associated with warrants of attachment.

17. News among Hilton Head real estate professionals has spread fast about the Warrant of Attachment. I am aware the agent for the potential buyers told others within his office about witnessing the service of the Warrant of Attachment.

18. This has resulted in a stigma for the property. I expect future offers will be below market value to take advantage of the perception that Craig has legal and financial problems.

19. The Warrant of Attachment has strong potential to prevent the Residence of being sold for full market value. value.

20. Selling the Residence at below full market price will result in Craig losing significant amounts of money—in the range of \$1,000,000 to \$1,300,000.

21. Further the Writ of Attachment prevents Craig from selling his Residence, which continues to cause him additional financial damage. Not only is Craig stuck paying the mortgage, maintenance, and other carrying costs every month the Residence remains on the market, but Craig is also prevented from moving forward with his plans to purchase a condo within the Grandview Plantation condominium complex in Hilton Head, SC.

22. During the pendency of the Writ of Attachment, Craig will continue to accrue personal financial damages that can only be fully calculated once the Writ of Attachment is removed.

23. **FURTHER, THIS AFFIANT SAYETH NOT.**


Robert "Moose" Rini

Subscribed and sworn before me
this 15th day of December, 2023

Virginia Harper
Notary Public for the State of SC

My Commission Expires: 1-10-2027

[Seal]



VIRGINIA HARPER
NOTARY PUBLIC
State of South Carolina
My Commission Expires
January 10, 2027

APPRAISAL OF REAL PROPERTY



LOCATED AT

24 Widewater Rd
Hilton Head Island, SC 29926
LOT B22 SPANISH WELLS REV PLAT PB67 P42 ANNEX INTO DIST 510 12-8-92

FOR

Mr. Craig Bright
9 Bayberry Ln
Hilton Head Island, SC 29928

OPINION OF VALUE

4,685,000

AS OF

12/13/2023

BY

William R. Cobia, SRA
Coastal Property Appraisals
PO. Box 7523 Hilton Head Island, SC 29938
843-298-9764
843-298-9764
rob@coastalproperty.me

RESTRICTED APPRAISAL REPORT

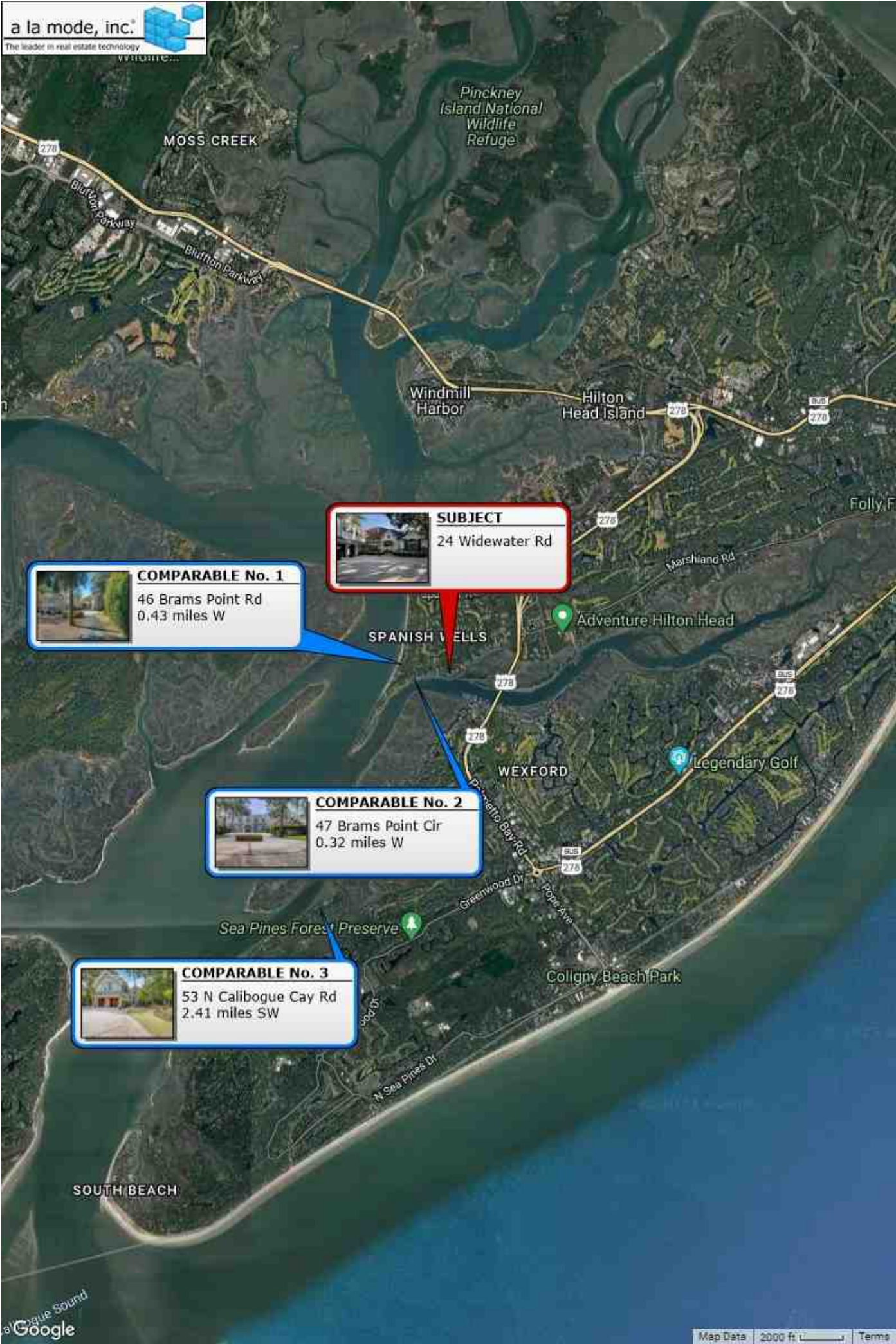
MERC-28060723
File No.: MERC-28060723

TRANSFER HISTORY	My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
	Data Source(s): Corelogic Public Records	
	1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: The subject property previously sold on 06/13/2018 for \$2,000,000. This sale was a market sale at arms'-length and was listed in the local MLS (#341592) for \$2,400,000. It was on the market for 754 days.
	Date: 06/13/2018	
	Price: \$2,000,000	
MARKET	Source(s): County Records	
	2nd Prior Subject Sale/Transfer	The property is currently listed in the local MLS (#437821) for \$5,100,000 and has been on the market for 113 days with three price reductions. Original list price was \$5,999,000; original list date: 08/23/2023.
	Date:	
	Price:	
	Source(s):	
SITE	Subject Market Area and Marketability: See attached addenda.	
IMPROVEMENTS	Site Area: 1.69 acres Site View: Deep Water Creek Topography: Low Lying Drainage: Appears Adequate	
	Zoning Classification: PUD Description: Planned Unit Development	
	Zoning Compliance: ☒ Legal ☐ Legal nonconforming (grandfathered) ☐ Illegal ☐ No zoning	
	Highest & Best Use: ☒ Present use, or ☐ Other use (explain) See Scope of Work.	
	Actual Use as of Effective Date: Single-Family Residential Use as appraised in this report: Single-Family Residential	
RECONCILIATION	Opinion of Highest & Best Use: Single-Family Residential	
	FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 45013C0442G FEMA Map Date 3/23/2021	
	Site Comments: No apparent adverse easements or encroachments noted.	
ATTACHMENTS	Improvements Comments: The improvements were constructed in 1999 on a concreted slab foundation. The building has stucco siding and an asphalt roof. The interior features 4 bedrooms and 4 full bathrooms, plus 2-half bathrooms, a den, upper family room, dining room, living room and kitchen with breakfast area. In addition, there is a third-level game room/movie theatre. The interior features wide-plank wood floors, built-in shelves, architectural finishes throughout, a wine cellar and other custom features. The kitchen and bathrooms are well appointed with high-end custom features, fixtures and appliances. The home has surround sound and state-of-the art electronics. There are multiple patio and porch space, both open and covered, as well as a three-bay garage, a custom pool and spa and a private dock with electric boat lift and float.	
	Indicated Value by: Sales Comparison Approach \$ 4,500,000	
	Indicated Value by: Cost Approach (if developed) \$ 4,965,340 Indicated Value by: Income Approach (if developed) \$ N/A	
	Final Reconciliation I have developed two approaches and have reconciled between these values and have arrived at a market value for the subject of \$4,685,000. I have given the sales approach 60% of weight (\$2,700,000) in this case as it best mimics the market reaction for this type asset. The remaining 40% (\$1,986,136) is applied to the cost approach. The income approach is not applicable.	
SIGNATURES	This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, ☐ subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair:	
	☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.	
	Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 4,685,000 , as of: 12/13/2023 , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.	
	A true and complete copy of this report contains 46 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.	
SIGNATURES	Attached Exhibits:	
	☒ Scope of Work ☒ Limiting Cond./Certifications ☒ Narrative Addendum ☒ Photograph Addenda ☒ Sketch Addendum	
	☒ Map Addenda ☐ Additional Sales ☒ Cost Addendum ☐ Flood Addendum ☐ Manuf. House Addendum	
	☐ Hypothetical Conditions ☐ Extraordinary Assumptions ☐	
SIGNATURES	Client Contact: Mr. Craig Bright Client Name: Mr. Craig Bright	
	E-Mail: cbright696@gmail.com Address: 24 Widewater Road Hilton Head Island, SC 29926	
	APPRaiser	
	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)	
SIGNATURES	Appraiser Name: William R. Cobia, SRA	
	Company: Coastal Property Appraisals	
	Phone: 843-298-9764 Fax:	
	E-Mail: rob@coastalproperty.me	
	Date of Report (Signature): 12/15/2023	
SIGNATURES	License or Certification #: 3490 State: SC	
	Designation: SRA	
	Expiration Date of License or Certification: 06/30/2024	
	Inspection of Subject: ☒ Interior & Exterior ☐ Exterior Only ☐ None	
	Date of Inspection: 12/13/2023	
SIGNATURES	Supervisory or Co-Appraiser Name:	
	Company:	
	Phone: Fax:	
	E-Mail:	
	Date of Report (Signature):	
SIGNATURES	License or Certification #: State:	
	Designation:	
	Expiration Date of License or Certification:	
	Inspection of Subject: ☐ Interior & Exterior ☐ Exterior Only ☐ None	
	Date of Inspection:	

ELECTRONICALLY FILED - 2023 Dec 22 3:09 PM - BEAUFORT - COMMON PLEAS - CASE#2023060201753

Location Map

Client	Mr. Craig Bright					
Property Address	24 Widewater Rd					
City	Hilton Head Island	County	Beaufort	State	SC	Zip Code 29926
Appraiser	William R. Cobia, SRA					



Supplemental Addendum

File No. MERC-28060723

Client	Mr. Craig Bright					
Property Address	24 Widewater Rd					
City	Hilton Head Island	County	Beaufort	State	SC	Zip Code 29926
Appraiser	William R. Cobia, SRA					

• **GP Restricted: Neighborhood - Market Conditions**

In this case I have considered the type of asset, the competing properties in the market, the overall strength and weakness of the data, which includes the quantity of the data and the quality of the data. Furthermore, I have considered the current state of the economy, including the stock market, the current interest rates, and inflationary rates, all of which have an impact on the buying and selling decisions of the market. The market has gone through dynamic changes since the arrival of COVID 19 and the market has seen dramatic increases in price and subsequently values. Times are changing and in the midst of these changes, I have concluded that while the overall market for this type of asset is showing signs of slowing and likely to enter into a period of stability. Currently there is an overall lack of inventory in the current Hilton Head single family market keeping prices relatively stable.

• **Sales Comparison Approach**

The unadjusted closed sales support a range from \$3,800,000 to \$5,300,000 with an unadjusted price per square foot range between \$596.38 and \$1,020.06. The adjusted closed sales support a range from \$4,192,400 to \$4,721,600.

Overall site adjustments, where applicable, are based on 3 methods of analyses with some holding more weight than others: 1.) Analysis of similar vacant site sales and listings. 2.) Beaufort County Assessed values, and 3.) the Allocation method. For properties like the subject and comparable sales, site value is typically a culmination of THREE factors: 1.) Location; 2.) Site Size and 3.) View. Adjustments are based on the overall difference in site value and have been applied under the element of comparison most recognized by the market. Therefore I elected not to single out each site component and attempt to isolate a portion of the total difference to produce the same result under more confusing terms.

Quality and Condition Adjustments were made where applicable and based on qualitative analyses and deductive reasoning. These adjustments serve to level the playing field.

The GLA adjustments are based on \$150.00. **ADU:** While I recognize ANSI standards as it pertains to the measurement of this type of property, I have utilized the same adjustment for any accessory dwelling unit (ADU) or guest quarter as this is how the market views these properties. Furthermore, this is how these properties are marketed by local brokers, agents and Realtors, under one gross living area.

Additional adjustments for bath count, laundry, view, etc. are based on the estimated contributory value supported via match-paired sales or through a cost-new less physical depreciation method.

The final conclusion of Market Value (\$4,500,000 or \$633 price per square foot) is supported by the unadjusted sales, the unadjusted price per square foot and the adjusted sales. Each property has its strength and weakness and certainly would be considered by the market. Furthermore, I have developed a weighted average and linear regression for both the unadjusted and adjusted sales, as well as including the software algorithmic weighted average and a ratio of sale price to assessed value analysis. It is a culmination of these analyses, which has led mw to my final conclusion via the sales comparison approach.

Weighted Average: \$4,459,400; Algorithmic Weighted Average: \$4,392,000

Sale #1: 30% - Older Sale in Spanish Wells
Sale #2: 50% - Recent Sale in Spanish Wells - Most indicative of market value.
Sale #3: 20%- Recent Sale in Sea Pines

Linear Regression Analysis (Unadjusted) results in an indicated value of \$4,777,728

Linear Regression Analysis (Adjusted) results in an indicated value of \$4,462,732

Ratio of Sale Price to Assessed Value Analysis

Total Assessed Value of Subject: \$3,342,600
Sale #1: 1.30
Sale #2: 1.28
Sale #3: 1.02

Average: 1.20
Median: 1.28

Estimated Values

Average: \$4,008,982
Median: \$4,265,060

Based on the above analyses, my conclusion of market value is well supported. In this case it is the culmination of all four analysis which offer the best indication of market value. The average of the four analyses is \$4,394,317 and the median is \$4,425,700. I have reconciled at the upper mid-point of the range due to the strength of each sale and analyses.

ANSI Standards: Measured in accordance with ANSI standards.

Cost Approach Addendum

MERC-28060723
File No. MERC-28060723

ELECTRONICALLY FILED - 2023 Dec 22 3:09 PM - BEAUFORT - COMMON PLEAS - CASE#2020CPO701753

CALCULATIONS					
Cost Source <u>Local Builders / Building Permits. Typical building costs in the neighborhood range from \$300.00 to \$800.00 per sq.ft.</u>					
Component	No.	Size	Unit Cost		Cost
<u>Main Dwelling</u>	<u>1</u>	<u>7,112</u>	<u>\$ 385</u>		<u>\$ 2,738,120</u>
<u>Garage</u>	<u>1</u>	<u>1,100</u>	<u>\$ 165</u>		<u>\$ 181,500</u>
<u>Porches/Patios</u>			<u>\$</u>		<u>\$ 100,000</u>
			<u>\$</u>		<u>\$</u>
			<u>\$</u>		<u>\$</u>
			<u>\$</u>		<u>\$</u>
			<u>\$</u>		<u>\$</u>
			<u>\$</u>		<u>\$</u>
Reproduction ☐ Replacement ☒ Cost New of Improvements					<u>\$ 3,019,620</u>
Plus: Indirect (Soft) Costs					<u>\$</u>
Plus: Entrepreneurial Profit <u>Built into and included in unit costs</u> %					<u>\$</u>
Total Cost New					<u>\$ 3,019,620</u>
Less: Physical Deterioration			<u>16.7</u> %	<u>504,277</u>	
Less: Functional Obsolescence				%	
Less: External Obsolescence				%	
Total Accrued Depreciation (Deterioration & Obsolescence)					<u>(\$ 504,277)</u>
Depreciated Value of Building(s)					<u>\$ 2,515,343</u>
Plus: Contributing Value of Site Improvements					<u>\$ 250,000</u>
Depreciated Value of Improvements					<u>\$ 2,765,343</u>

Analysis/Comments: Effective age of the Building is estimated to be 10 years. The most recent and indicative comparison on a cost per square foot basis, is supported by the new construction project located at 26 Brams Point Road. This property sold as a vacant site on 05/14/2021 for \$1,800,000. Currently this site is being improved upon with a new single-family dwelling containing 5,194 square feet of GLA, with a permitted value of construction of \$2,738,900 or \$527.32 per SF. The subject improvement is 37% larger than 26 Brams Point, which would suggest a construction cost to build the subject as something less than \$527.32 per SF due to the laws of diminishing marginal utility. The law of diminishing marginal utility states that all else equal, as consumption increases, the marginal utility derived from each additional unit declines. Marginal utility is the incremental increase in utility that results from the consumption of one additional unit. "Utility" is an economic term used to represent satisfaction. In general, smaller buildings/homes tend to sell for higher unit prices than larger buildings/homes when all other factors are held constant due to the economic principle of diminishing marginal utility. In general, smaller buildings/homes are marketable to a larger number of potential buyers, which leads to greater demand and higher prices. Therefore, I have concluded that \$385.00 per SF is reasonable based on the cost-size ratio between the subject property and 26 Brams Point.

Reconciliation: Conclusion of Site Value for the Subject "As Vacant" : \$2,200,000

SUMMARY OF COST APPROACH VALUE INDICATIONS	
Site Value (Utilized Land Value)	\$ 2,200,000
Improvements Value	\$ 2,765,343
Total Value Indication by the Cost Approach	\$ 4,965,343
Market Rent Equivalency Adjustment	\$ 0
Value Estimate	\$ 4,965,343
Plus: Excess Land	\$ 0
Total Value - Cost Approach - Real Estate	\$ 4,965,343
Rounded	\$ 4,965,340

Client	Mr. Craig Bright	File No.	MERC-28060723
Property Address	24 Widewater Rd		
City	Hilton Head Island	County	Beaufort
		State	SC
		Zip Code	29926
Appraiser	William R. Cobia, SRA		

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

☐ Appraisal Report (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)

☒ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use only by the specified client and any other named intended user(s).)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time (USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

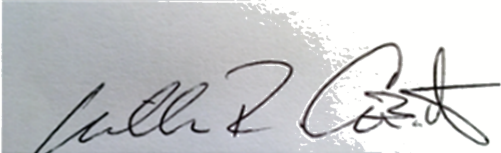
My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 0-90 days

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

Effective 11.1.2013 FIRREA Certification Statement Dodd-Frank Act Safe Harbor provisions for Higher Priced Mortgage Loans (HPML) is to have the appraiser certify the appraisal was completed in accordance with Title XI of the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA) of 1989. To ensure compliance, a FIRREA Certification Statement comment is required in this appraisal. The appraiser is to add the FIRREA Certification Statement, exactly as follows for: 1004, 1004C and 1025 comments are placed in the Additional Comments section 1073, 2090 comments are placed in the Text Addendum FIRREA Certification Statement: The appraiser certifies and agrees that this appraisal report was prepared in accordance with the requirements of Title XI of the Financial Institutions, Reform, Recovery, and Enforcement Act (FIRREA) of 1989, as amended (12 U.S.C. 3331 et se.), and any applicable implementing regulations in effect at the time the appraiser signs the appraisal certification. I certify, as the appraiser, that I have completed all aspects of this valuation, including reconciling my opinion of value, free of influence from the client, client's representatives, borrower, or any other party to the transaction.

APPRAISER:



Signature: _____

Name: William R. Cobia, SRA

State Certification #: 3490

or State License #: _____

State: SC Expiration Date of Certification or License: 06/30/2024

Date of Signature and Report: 12/15/2023

Effective Date of Appraisal: 12/13/2023

Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): 12/13/2023

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____

Name: _____

State Certification #: _____

or State License #: _____

State: _____ Expiration Date of Certification or License: _____

Date of Signature: _____

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): 03/29/2023

Client:	Mr. Craig Bright	Client File #:	875 Ketch Court 04/22
Subject Property:	24 Widewater Rd, Hilton Head Island, SC 29926	Appraisal File #:	MERC-28060723

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions:

- This report is prepared using forms developed and copyrighted by the Appraisal Institute. However, the content, analyses, and opinions set forth in this report are the sole product of the appraiser. The Appraisal Institute is not liable for any of the content, analyses, or opinions set forth herein.
- No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, having responsible ownership and competent management.
- I have examined the property described herein exclusively for the purposes of identification and description of the real property. The objective of our data collection is to develop an opinion of the highest and best use of the subject property and make meaningful comparisons in the valuation of the property. The appraiser's observations and reporting of the subject improvements are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound and all components are in working condition.
- I will not be required to give testimony or appear in court because of having made an appraisal of the property in question, unless specific arrangements to do so have been made in advance, or as otherwise required by law.
- I have noted in this appraisal report any significant adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in this appraisal report, we have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties, express or implied. We will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because I am not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable public and/or private sources that I believe to be true and correct.
- I will not disclose the contents of this appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and/or applicable federal, state or local laws.
- The Client is the party or parties who engage an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of the assignment. The appraisers written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
- A true and complete copy of this report contains 43 pages including exhibits which are considered an integral part of the report. The appraisal report may not be properly understood without access to the entire report.
- If this valuation conclusion is subject to satisfactory completion, repairs, or alterations, it is assumed that the improvements will be completed competently and without significant deviation.

VALUE DEFINITION

☒ Market Value Definition (below)

☐ Alternate Value Definition (attached)

MARKET VALUE is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Appraisal Institute Dictionary of Real Estate Appraisal

* NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data, analysis or any other work product provided by the individual appraiser(s).

Client:	Mr. Craig Bright	Client File #:	875 Ketch Court 04/22
Subject Property:	24 Widewater Rd, Hilton Head Island, SC 29926	Appraisal File #:	MERC-28060723

APPRAISER CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions, and conclusions.
- I have no present (unless specified below) or prospective interest in the property that is the subject of this report, and I have no (unless specified below) personal interest with respect to the parties involved.
- I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon the developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the use of this appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Individuals who have provided significant real property appraisal assistance are named below. The specific tasks performed by those named are outlined in the Scope of Work section of this report.

☒ None ☐ Name(s) _____

As previously identified in the scope of work section of this report, the signer(s) of this report certify to the inspection of the property that is the subject of this report as:

Appraiser ☐ None ☒ Interior ☐ Exterior

Co-Appraiser ☐ None ☐ Interior ☐ Exterior

ADDITIONAL CERTIFICATION FOR APPRAISAL INSTITUTE MEMBERS

Appraisal Institute Member Certify:

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Designated Appraisal Institute Member Certify:

- As of the date of this report, I ☐ have / ☐ have not completed the continuing education program of the Appraisal Institute.

Designated Appraisal Institute Member Certify:

- As of the date of this report, I ☐ have / ☐ have not completed the continuing education program of the Appraisal Institute.

APPRAISER:

Signature _____

Name William R. Cobia, SRA Report Date 12/15/2023

State Certification # 3490 ST SC

or License # _____ ST _____

Expiration Date 06/30/2024

CO-APPRAISER:

Signature _____

Name _____ Report Date _____

State Certification # _____ ST _____

or License # _____ ST _____

Expiration Date _____

* NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data, analysis or any other work product provided by the individual appraiser(s).

Scope of Work					File No. MERC-28060723	
Client	Mr. Craig Bright					
Property Address	24 Widewater Rd					
City	Hilton Head Island	County	Beaufort	State	SC	Zip Code 29926
Appraiser	William R. Cobia, SRA					

SCOPE OF WORK

“... The expectations of parties who are regularly intended users for similar assignments; and what an appraisers peers’ actions would be in performing the same or a similar assignment.”USPAP

Several independent investigations and analyses were conducted as part of this appraisal assignment. In addition to the data compiled by the appraiser on a regular basis, the investigation undertaken, major data sources used, and methodologies applied are summarized as follows.

As part of this assignment, we inspected the subject neighborhood, which consisted of driving major roadways, reviewing aerial photographs, and identifying prevailing land uses. Information sources related to land-use patterns and existing and/or ongoing development included discussions with local agents and/or business owners, information compiled for other assignments, and various online sources.

In addition, I obtained information pertaining to the physical and legal nature of the property from the recorded deed and plat, flood and topographic maps provided online, aerial photographs, the local zoning code, various exhibits and other information provided by the current owner, and various online sources. Ad valorem tax burdens are based on the assessment and mileage rate as of the date of valuation.

In order to estimate the current market value of the fee simple interest of the subject property, we have considered the three standard approaches to value, including the Cost Approach, the Sales Comparison Approach, and the Income Approach.

The Cost Approach is normally considered applicable when estimating the market value of properties with recently constructed improvements that do not suffer from significant amounts of depreciation. Due to the renovated condition of the improvements, adequate local and published construction costs and recent land sales, I have developed this approach and considerable weight was given.

Because buyers and sellers of similar properties are actively considering the Sales Comparison Approach, I believe it is appropriate to develop this approach to value. Comparable sale information was gathered from several sources including recorded deeds, buyers, sellers, brokers, closing attorneys, appraisers, etc. After reviewing the assembled sales data, only those sales considered most appropriate were selected for use within this report. Factual data was obtained from buyers, sellers, property managers, brokers, appraisers, deeds, plats-of-survey, physical inspections, and tax records.

There is one primary valuation methodology associated with the Income Approach, as it relates to the valuation of residential properties. Those who were surveyed as part of this assignment indicated that buyers and sellers of similar properties generally do not consider this approach when making purchase decisions. Therefore, I have not included this approach to value in my analysis.

Highest and Best Use

My opinion of the highest and best use of the subject property is "as is". My reasons for this are that this use is permissible under the zoning ordinance, that there is substantial demand for single family residences such as this and it meets all of the tests of highest and best use as known by real estate professionals, textbooks and recognized by appraisal practice standards. The subject is a viable residential single-family property as it is at present.

The first step in appraising vacant land, or in determining a land value which is separate from the improvements, is to determine the highest and best use of the land. The highest and best use of the land can be defined as that use which results in the greatest net return for the owner of that property.

When determining what use would constitute the highest and best use, the appraiser needs to consider many possible uses of the property. A potential use cannot be considered to be the highest and best use unless it meets all four of the following:

legally permissible;

physically possible;

economically feasible; and

most profitable.

Legally Permissible
A potential use cannot ordinarily be considered the highest and best use unless that use would be permissible under existing zoning ordinances, building codes, environmental regulations and the like.

Physically Possible
A potential use must be physically possible for it to be the highest and best use of that property.

Economically Feasible
No use of a property can be the highest and best use of that property unless it is an economically feasible use.

Most Profitable
The final step in determining the highest and best use is to determine which use would be most profitable. All remaining uses which are legally permissible, physically possible and economically feasible must be tested to determine which use would generate the maximum return.

According to The Uniform Standards of Professional Appraisal Practice, 2002, highest and best use is defined as "The reasonably probable and legal use of property that is physically possible, appropriately supported, and financially feasible, and that results in the highest value".

In my opinion, the highest and best use of the subject land is as a single family site with the property improved with a residential condominium residence. My reasons for this are that these uses are permissible under the zoning ordinance and that there is substantial demand for a residential use.

Scope of Work						File No. MERC-28060723	
Client	Mr. Craig Bright						
Property Address	24 Widewater Rd						
City	Hilton Head Island	County	Beaufort	State	SC	Zip Code	29926
Appraiser	William R. Cobia, SRA						

LIMITING CONDITIONS AND ASSUMPTIONS

This appraisal is made subject to the following Assumptions and Limiting Conditions:

1. It is assumed that the legal description as obtained from public records or as furnished is correct and no responsibility is assumed for matters of a legal nature. No opinion is rendered as to title, as it is assumed to be good, marketable, and in fee simple unless otherwise noted and discussed.
2. The information contained in this report as obtained from sources deemed reliable. However, no warranty is given as to its accuracy. Competent management and responsible ownership are assumed.
3. The property is appraised as though free and clear of any or all liens or encumbrances except as noted herein.
4. Any plot plans, sketches, drawings, or other exhibits in this report are included only to assist the reader is visualizing the property. I have made no survey for this report and assume no responsibility for its presentation within.
5. Possession of this report or a copy thereof does not carry with it the right of publication nor may it be used for any purpose by any but the applicant without the previous written consent of the appraiser and the applicant and then only with proper identification.
6. The appraiser herein by reason of this appraisal is not required to give future consultation, testimony or be in attendance in court with reference to the property in question unless arrangements have been previously made.
7. The distribution, if any, of the total valuation in the report between land and improvements applies only under the existing program of utilization. The separate allocations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
8. The appraisers assume, and the user of this report agrees, that the appraisers have no liability for existing physical condition of the building and all parties agree that the purpose of this appraisal is to estimate value as though the superstructure is structurally sound. Likewise, it is assumed and all parties agree that the appraisers have no responsibility for subsurface or hazardous waste conditions, including asbestos.
9. Unless otherwise noted herein, it is assumed that there are no encroachments, zoning or other violations of any regulations affecting the subject property. The appraisers assume, and the user of this report agrees that the appraised value is prepared as though no encroachments, liens or other violations of any regulations affecting the subject property exist, unless otherwise noted.
10. The value estimates reported herein apply to the entire property and any pro ration or division of the total into fractional interest will invalidate the value estimate unless such pro ration or division of interest is set forth in the report. No statement as to the value in use to the property owner has been made. Only the value of the property, if exposed for sale on the open market, has been estimated.
11. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media, without the prior written consent and approval of the author; this pertains particularly to valuation conclusions, the identity of the appraiser or firm with which the appraiser is associated with and any reference to the Appraisal Institute or to the SRA designation.
12. This appraisal will not take into consideration the possibility of the existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous materials), or the cost of encapsulation or removal thereof. Should the client have concern over the existence of such substances on the property, the appraisers consider it imperative for the client to retain the services of a qualified, independent engineer or contractor to determine the existence and extent, if any, of any hazardous materials, as well as the cost associated with any required or desirable treatment or removal thereof.
13. Client agrees to defend, indemnify and hold harmless Appraiser from any damages, losses or expenses, including attorneys’ fees and litigation expenses at trial or on appeal, arising from allegations asserted against Appraiser by any third party that, if proven to be true, would constitute a breach by Client of any of Client’s obligations, representations or warranties made in this Agreement, or any violation by Client of any federal, state or local law, ordinance or regulation, or common law (a “Claim”). In the event of a Claim, Appraiser shall promptly notify Client of such Claim, and shall cooperate with Client in the defense or settlement of any Claim. Client shall have the right to select legal counsel to defend any Claim, provided that Appraiser shall have the right to engage independent counsel at Appraiser’s expense to monitor the defense or settlement of any Claim. Client shall have the right to settle any Claim, provided that Appraiser shall have the right to approve any settlement that results in any modification of Appraiser’s rights under this agreement, which approval will not be unreasonably withheld, delayed or conditioned.
14. Neither party shall under any circumstances be liable to the other party for special, exemplary, punitive or consequential damages, including, without limitation, loss of profits or damages proximately caused by loss of use of any property, whether arising from either party’s negligence, breach of the Agreement or otherwise, whether or not a party was advised, or knew, of the possibility of such damages, or such possibility was foreseeable by that party. In no event shall Appraiser be liable to Client for any amounts that exceed the fees and costs paid by Client to Appraiser pursuant to this Agreement.

Subject Photo Page

Client	Mr. Craig Bright					
Property Address	24 Widewater Rd					
City	Hilton Head Island	County	Beaufort	State	SC	Zip Code 29926
Appraiser	William R. Cobia, SRA					



Subject Street

24 Widewater Rd
Sales Price
Gross Living Area 7,131
Total Rooms 14
Total Bedrooms 4
Total Bathrooms 4.2
Location Spanish Wells
View Deep Water Creek
Site 1.69 acres
Quality Very Good
Age 24



Subject Rear



Subject Street

Subject Photo Page

Client	Mr. Craig Bright				
Property Address	24 Widewater Rd				
City	Hilton Head Island	County	Beaufort	State	SC Zip Code 29926
Appraiser	William R. Cobia, SRA				



Subject View

24 Widewater Rd	
Sales Price	
Gross Living Area	7,131
Total Rooms	14
Total Bedrooms	4
Total Bathrooms	4.2
Location	Spanish Wells
View	Deep Water Creek
Site	1.69 acres
Quality	Very Good
Age	24



Subject Dock



Subject Dock/Lift

Subject Photo Page

Client	Mr. Craig Bright					
Property Address	24 Widewater Rd					
City	Hilton Head Island	County	Beaufort	State	SC	Zip Code 29926
Appraiser	William R. Cobia, SRA					



Subject Foyer

24 Widewater Rd
Sales Price
Gross Living Area 7,131
Total Rooms 14
Total Bedrooms 4
Total Bathrooms 4.2
Location Spanish Wells
View Deep Water Creek
Site 1.69 acres
Quality Very Good
Age 24



Subject Living



Subject Dining

Subject Photo Page

Client	Mr. Craig Bright					
Property Address	24 Widewater Rd					
City	Hilton Head Island	County	Beaufort	State	SC	Zip Code 29926
Appraiser	William R. Cobia, SRA					



Subject Kitchen

24 Widewater Rd
Sales Price
Gross Living Area 7,131
Total Rooms 14
Total Bedrooms 4
Total Bathrooms 4.2
Location Spanish Wells
View Deep Water Creek
Site 1.69 acres
Quality Very Good
Age 24



Subject Kitchen



Subject Breakfast

Subject Photo Page

Client	Mr. Craig Bright					
Property Address	24 Widewater Rd					
City	Hilton Head Island	County	Beaufort	State	SC	Zip Code 29926
Appraiser	William R. Cobia, SRA					



Subject Family

24 Widewater Rd	
Sales Price	
Gross Living Area	7,131
Total Rooms	14
Total Bedrooms	4
Total Bathrooms	4.2
Location	Spanish Wells
View	Deep Water Creek
Site	1.69 acres
Quality	Very Good
Age	24



Subject Main Bathroom



Subject Main Bedroom

Subject Photo Page

Client	Mr. Craig Bright					
Property Address	24 Widewater Rd					
City	Hilton Head Island	County	Beaufort	State	SC	Zip Code 29926
Appraiser	William R. Cobia, SRA					



Subject Powder Room

24 Widewater Rd	
Sales Price	
Gross Living Area	7,131
Total Rooms	14
Total Bedrooms	4
Total Bathrooms	4.2
Location	Spanish Wells
View	Deep Water Creek
Site	1.69 acres
Quality	Very Good
Age	24



Subject Den/Study



Subject Wine Cellar

Subject Photo Page

Client	Mr. Craig Bright					
Property Address	24 Widewater Rd					
City	Hilton Head Island	County	Beaufort	State	SC	Zip Code 29926
Appraiser	William R. Cobia, SRA					



Subject Laundry

24 Widewater Rd
Sales Price
Gross Living Area 7,131
Total Rooms 14
Total Bedrooms 4
Total Bathrooms 4.2
Location Spanish Wells
View Deep Water Creek
Site 1.69 acres
Quality Very Good
Age 24



Subject Mud Room



Subject Loft

Subject Photo Page

Client	Mr. Craig Bright					
Property Address	24 Widewater Rd					
City	Hilton Head Island	County	Beaufort	State	SC	Zip Code 29926
Appraiser	William R. Cobia, SRA					



Subject Bedroom

24 Widewater Rd
Sales Price
Gross Living Area 7,131
Total Rooms 14
Total Bedrooms 4
Total Bathrooms 4.2
Location Spanish Wells
View Deep Water Creek
Site 1.69 acres
Quality Very Good
Age 24



Subject Bathroom



Subject Bedroom

Subject Photo Page

Client	Mr. Craig Bright					
Property Address	24 Widewater Rd					
City	Hilton Head Island	County	Beaufort	State	SC	Zip Code 29926
Appraiser	William R. Cobia, SRA					



Subject Bath

24 Widewater Rd
Sales Price
Gross Living Area 7,131
Total Rooms 14
Total Bedrooms 4
Total Bathrooms 4.2
Location Spanish Wells
View Deep Water Creek
Site 1.69 acres
Quality Very Good
Age 24



Subject Den



Subject Game Room/Theatre

Subject Photo Page

Client	Mr. Craig Bright					
Property Address	24 Widewater Rd					
City	Hilton Head Island	County	Beaufort	State	SC	Zip Code 29926
Appraiser	William R. Cobia, SRA					



Subject Half Bath

24 Widewater Rd	
Sales Price	
Gross Living Area	7,131
Total Rooms	14
Total Bedrooms	4
Total Bathrooms	4.2
Location	Spanish Wells
View	Deep Water Creek
Site	1.69 acres
Quality	Very Good
Age	24



Subject Loft



Subject Closet

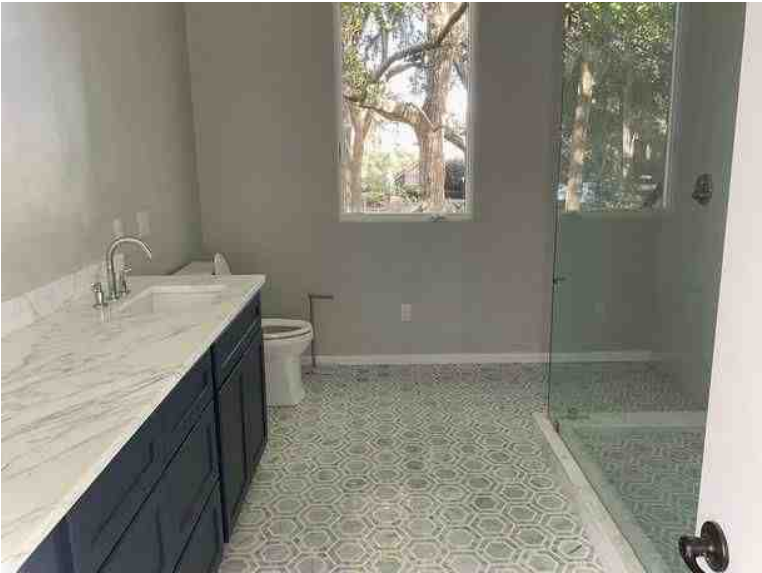
Subject Photo Page

Client	Mr. Craig Bright					
Property Address	24 Widewater Rd					
City	Hilton Head Island	County	Beaufort	State	SC	Zip Code 29926
Appraiser	William R. Cobia, SRA					



Subject Family Room

24 Widewater Rd	
Sales Price	
Gross Living Area	7,131
Total Rooms	14
Total Bedrooms	4
Total Bathrooms	4.2
Location	Spanish Wells
View	Deep Water Creek
Site	1.69 acres
Quality	Very Good
Age	24



Subject Bathroom



Subject Bedroom

Subject Photo Page

Client	Mr. Craig Bright					
Property Address	24 Widewater Rd					
City	Hilton Head Island	County	Beaufort	State	SC	Zip Code 29926
Appraiser	William R. Cobia, SRA					



Subject Stairs

24 Widewater Rd
Sales Price
Gross Living Area 7,131
Total Rooms 14
Total Bedrooms 4
Total Bathrooms 4.2
Location Spanish Wells
View Deep Water Creek
Site 1.69 acres
Quality Very Good
Age 24



Subject Rear



Subject Grounds

Subject Photo Page

Client	Mr. Craig Bright					
Property Address	24 Widewater Rd					
City	Hilton Head Island	County	Beaufort	State	SC	Zip Code 29926
Appraiser	William R. Cobia, SRA					



Subject Grill Station

24 Widewater Rd	
Sales Price	
Gross Living Area	7,131
Total Rooms	14
Total Bedrooms	4
Total Bathrooms	4.2
Location	Spanish Wells
View	Deep Water Creek
Site	1.69 acres
Quality	Very Good
Age	24



Subject Side



Subject Garage

Comparable Photo Page

Client	Mr. Craig Bright					
Property Address	24 Widewater Rd					
City	Hilton Head Island	County	Beaufort	State	SC	Zip Code 29926
Appraiser	William R. Cobia, SRA					



Comparable 1

46 Brams Point Rd	
Proxy. to Subject	0.43 miles W
Sale Price	3,800,000
Gross Living Area	4,492
Total Rooms	10
Total Bedrooms	4
Total Bathrooms	4.2
Location	Spanish Wells
View	Deep Water Sound
Site	1.57 ac
Quality	Similar
Age	30



Comparable 2

47 Brams Point Cir	
Prox. to Subject	0.32 miles W
Sale Price	5,300,000
Gross Living Area	8,887
Total Rooms	10
Total Bedrooms	4
Total Bathrooms	6.3
Location	Spanish Wells
View	Deep Water Creek
Site	1.97 ac
Quality	Superior
Age	22



Comparable 3

53 N Calibogue Cay Rd	
Prox. to Subject	2.41 miles SW
Sale Price	4,830,000
Gross Living Area	4,735
Total Rooms	9
Total Bedrooms	4
Total Bathrooms	4.1
Location	Sea Pines
View	Deep Water Sound
Site	0.60 acres
Quality	Similar
Age	43

GIS Map

ELECTRONICALLY FILED - 2023 Dec 22 3:09 PM - BEAUFORT - COMMON PLEAS - CASE#2020CP0701753



4/10 PB
Zwerner
4050
4049
59934

RECORDED
2018 Sep -21 01:25 PM

BEAUFORT COUNTY AUDITOR

Prepared By:
Jones, Simpson & Newton, P.A.
7 Plantation Park Drive, Suite 3
Bluffton, SC 29910
(843)706-6111
(843)706-5667

ADD DMP Record 8/28/2018 12:17:11 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	010	000	0093	0000	00

BEAUFORT COUNTY SC - ROD
BK 3693 Pas 153-156
FILE NUM 2018044967
08/17/2018 12:41:08 PM
REC'D BY ebaxley RCPT# 902350
RECORDING FEES \$10.00
County Tax \$2,200.00
State Tax \$5,200.00
Transfer Tax \$5,000.00

TMP: R510 010 000 0093 0000

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) TITLE TO REAL ESTATE

KNOW ALL PERSONS BY THESE PRESENTS, THAT Coastal Capital Associates, LLC ("GRANTOR") in the State aforesaid for and in consideration of the sum of Two Million and 00/100 DOLLARS (\$2,000,000.00), to GRANTOR in hand paid at and before the sealing of the presents by Craig Bright ("GRANTEE") of 22 Ballybunion Way, Bluffton, SC 29910 in the State aforesaid, for which the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, subject to the easements, restrictions, reservations and conditions ("Exceptions") set forth below, unto the said Grantee, his Heirs and Assigns, forever, in fee simple, the following described property, to wit:

SEE ATTACHED EXHIBIT "A"

THIS CONVEYANCE is made subject to any applicable restrictions, reservations, zoning ordinances or easements that may appear of record in the Office of the Register of Deeds for Beaufort County, South Carolina.

TOGETHER with all and singular, the Rights, Members, Hereditament and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, his Heirs and Assigns, forever in fee simple.

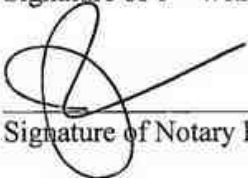
AND the within Grantor does hereby bind itself and its Successors and Assigns, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, his Heirs, Assigns, and Administrators, against Grantor and Grantor's Successors and Assigns, and any persons whomsoever may come lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, Coastal Capital Associates, LLC, has caused these Presents to be executed in its name by its duly authorized Agent, and its seal to be hereto affixed this 13th day of June, 2018.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



Signature of 1st Witness



Signature of Notary Public / 2nd Witness

Coastal Capital Associates, LLC

By: Michael J. Hahn
Its: Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public do certify that Michael J. Hahn, Member of Coastal Capital Associates, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my official seal this the 13th day of June, 2018.



Notary Public for South Carolina
My Commission Expires: 10.2.2025



EXHIBIT "A"

ALL that certain piece, parcel or lot of land, situate, lying and being on Hilton Head Island, County of Beaufort, State of South Carolina, shown and described as Lot B22, 1.50 acres, Spanish Wells Plantation, Hilton Head Island, on a plat recorded in the Beaufort County Records in Plat Book 67 at Page 42. For a more detailed description as to courses and distances, metes and bounds of the above described lot, reference is had to the above mentioned plat of record.

This being the same property conveyed to the within Grantor by Deed of Marvin H., Dukes, III, Master in Equity for Beaufort County, South Carolina dated February 19, 2012 and recorded February 26, 2012, in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 3381 at Page 2722.

AND ALSO

All that certain piece, parcel or lot of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, shown and designated as the 0.19 acre parcel on that certain plat entitled "A Boundary Survey of Lots B20, B21, and B22, Widewater Road, A Section of Spanish Wells Plantation, Hilton Head Island, Beaufort County, South Carolina" prepared by Coastal Surveying Co., Inc., Antoine Vinel, SCRLS #9064, dated April 16, 1998 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 67 at Page 42. Said land measures ten (10.00') feet on its northern side, five hundred forty-eight and thirty-hundredths (548.30') feet on eastern side, sixteen and eight hundredths (16.08') feet on its southern side, and five hundred fifty-five and forty-hundredths (555.40') feet on its western side. For a more detailed description as to courses and distances, metes and bounds of the above described land, reference is had to the above mentioned plat of record.

This being a portion of the same property conveyed to the within Grantor by Deed of Richard P. Reichel and Gay C. Reichel a/k/a Gay Reichel dated February 5, 2015, and recorded February 26, 2015, in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 3381 at Page 2725.

The above properties can also be shown by reference to that certain plat recorded in Plat Book 12 at Page 60.

24 Widewater Road, Hilton Head Island, Beaufort County, South Carolina, United States, 29926
Gross Living Area: 7112 sq. ft



Space	Area (sq. ft)	Calculation
FLOOR 1 (Living area)	3632	Coordinate Polygon Area Algorithm using inches $-((250.3 + 250.3) * (17.6 - 42) + (250.3 + 290.3) * (42 - 42) + (290.3 + 290.3) * (42 - 163.7) + (290.3 + 337.3) * (163.7 - 163.7) + (337.3 + 362.6) * (163.7 - 173.6) + (362.6 + 386.7) * (173.6 - 200.1) + (386.7 + 393.8) * (200.1 - 232.1) + (393.8 + 393.8) * (232.1 - 279.4) + (393.8 + 643.4) * (279.4 - 279.4) + (643.4 + 643.4) * (279.4 - 239.9) + (643.4 + 650.9) * (239.9 - 206.5) + (650.9 + 669.9) * (206.5 - 179.2) + (669.9 + 694.8) * (179.2 - 163.6) + (694.8 + 736.7) * (163.6 - 163.6) + (736.7 + 736.7) * (163.6 - 151.4) + (736.7 + 849.7) * (151.4 - 151.4) + (849.7 + 849.7) * (151.4 - 409) + (849.7 + 919.4) * (409 - 409) + (919.4 + 919.4) * (409 - 840.3) + (919.4 + 824.9) * (840.3 -$

Report generated on Fri, 15 Dec 2023 13:20:20 GMT
Measurements and calculations are deemed highly reliable, but not guaranteed.

24 Widewater Road, Hilton Head Island, Beaufort County, South Carolina, United States, 29926
Gross Living Area: 7112 sq. ft

Space	Area (sq. ft)	Calculation
		Coordinate Polygon Area Algorithm using inches
		$840.3 + (824.9 + 824.9) * (840.3 - 934) + (824.9 + 620.4) * (934 - 934) + (620.4 + 620.4) * (934 - 750) + (620.4 + 626.4) * (750 - 744) + (626.4 + 653.5) * (744 - 744) + (653.5 + 653.5) * (744 - 703.1) + (653.5 + 592.8) * (703.1 - 703.1) + (592.8 + 592.8) * (703.1 - 631.6) + (592.8 + 404.1) * (631.6 - 631.6) + (404.1 + 384.9) * (631.6 - 650.8) + (384.9 + 363.6) * (650.8 - 664.1) + (363.6 + 339.1) * (664.1 - 671) + (339.1 + 313) * (671 - 671) + (313 + 288.2) * (671 - 667.8) + (288.2 + 263.5) * (667.8 - 652.9) + (263.5 + 249.1) * (652.9 - 638.7) + (249.1 + 178.4) * (638.7 - 638.7) + (178.4 + 178.4) * (638.7 - 797.7) + (178.4 + 21.2) * (797.7 - 797.7) + (21.2 + 21.2) * (797.7 - 42) + (21.2 + 101.5) * (42 - 42) + (101.5 + 101.5) * (42 - 17.6) + (101.5 + 250.3) * (17.6 - 17.6) * 0.5 * 0.00694$
BASEMENT (Non-living area)	18	$-(653.5 + 653.5) * (703.1 - 744) + (653.5 + 626.4) * (744 - 744) + (626.4 + 620.4) * (744 - 750) + (620.4 + 592.8) * (750 - 750) + (592.8 + 592.8) * (750 - 703.1) + (592.8 + 653.5) * (703.1 - 703.1) * 0.5 * 0.00694$

Report generated 06:56, 15-Dec-2023 11:27:00 GMT
Measurements and calculations are derived from highly visible outdoor measurements.

24 Widewater Road, Hilton Head Island, Beaufort County, South Carolina, United States, 29926
Gross Living Area: 7112 sq. ft



Space	Area (sq. ft)	Calculation
FLOOR 2 (Living area)	2794	Coordinate Polygon Area Algorithm using inches $\begin{aligned} & -((258.7 + 258.7) * (-1.2 - 42) + (258.7 + 409.4) * (42 - 42) + (409.4 + 409.4) * (42 - 58.9) + (409.4 \\ & + 634.7) * (58.9 - 58.9) + (634.7 + 634.7) * (58.9 - 285.4) + (634.7 + 376.3) * (285.4 - 285.4) + \\ & (376.3 + 376.3) * (285.4 - 392.7) + (376.3 + 367.8) * (392.7 - 401.2) + (367.8 + 340.9) * (401.2 - \\ & 428.2) + (340.9 + 335.8) * (428.2 - 433.5) + (335.8 + 330.6) * (433.5 - 438.7) + (330.6 + 239.8) * \\ & (438.7 - 438.7) + (239.8 + 239.8) * (438.7 - 632.7) + (239.8 + 251.6) * (632.7 - 632.7) + (251.6 + \\ & 249.1) * (632.7 - 638.7) + (249.1 + 209.5) * (638.7 - 638.7) + (209.5 + 209.5) * (638.7 - 1244.1) + \\ & (209.5 + -13.7) * (1244.1 - 1244.1) + (-13.7 + -13.7) * (1244.1 - 448.7) + (-13.7 + 19.4) * (448.7 - \end{aligned}$

Report generated on Fri, 15 Dec 2023 11:20:20 GMT
Measurements and calculations are deemed highly reliable, but not guaranteed.

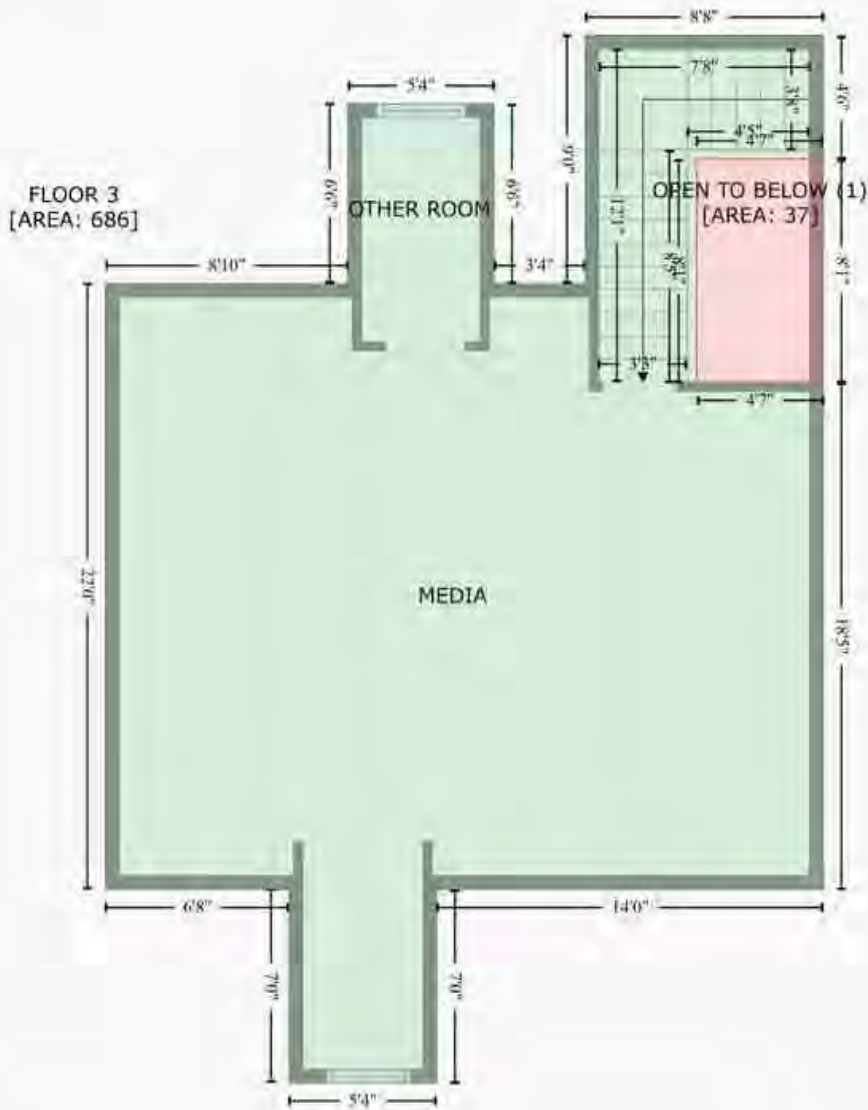
24 Widewater Road, Hilton Head Island, Beaufort County, South Carolina, United States, 29926

Gross Living Area: 7112 sq. ft

Space	Area (sq. ft)	Calculation
Coordinate Polygon Area Algorithm using inches		
		$448.7 + (19.4 + 19.4) * (448.7 - 252.1) + (19.4 + -13.7) * (252.1 - 252.1) + (-13.7 + -13.7) * (252.1 - 42) + (-13.7 + 19.3) * (42 - 42) + (19.3 + 19.3) * (42 - -1.2) + (19.3 + 258.7) * (-1.2 - -1.2)) * 0.5 * 0.00694$
OPEN TO BELOW (Non-living area)	813	$-((634.7 + 634.7) * (285.4 - 505.9) + (634.7 + 600.8) * (505.9 - 505.9) + (600.8 + 600.8) * (505.9 - 631.6) + (600.8 + 404.1) * (631.6 - 631.6) + (404.1 + 384.9) * (631.6 - 650.8) + (384.9 + 363.6) * (650.8 - 664.1) + (363.6 + 339.1) * (664.1 - 671) + (339.1 + 313) * (671 - 671) + (313 + 288.2) * (671 - 667.8) + (288.2 + 263.5) * (667.8 - 652.9) + (263.5 + 249.1) * (652.9 - 638.7) + (249.1 + 251.6) * (638.7 - 632.7) + (251.6 + 239.8) * (632.7 - 632.7) + (239.8 + 239.8) * (632.7 - 438.7) + (239.8 + 330.6) * (438.7 - 438.7) + (330.6 + 341) * (438.7 - 428.2) + (341 + 340.9) * (428.2 - 428.2) + (340.9 + 367.8) * (428.2 - 401.2) + (367.8 + 376.3) * (401.2 - 392.7) + (376.3 + 376.3) * (392.7 - 285.4) + (376.3 + 634.7) * (285.4 - 285.4)) * 0.5 * 0.00694$
BALCONY (Non-living area)	121	$-((828.6 + 828.6) * (62.9 - 152.9) + (828.6 + 634.7) * (152.9 - 152.9) + (634.7 + 634.7) * (152.9 - 62.9) + (634.7 + 828.6) * (62.9 - 62.9)) * 0.5 * 0.00694$

Report generated 06:40, 15-Dec-2023 11:27:00 GMT
Measurements and calculations are derived from highly visible outdoor measurements.

24 Widewater Road, Hilton Head Island, Beaufort County, South Carolina, United States, 29926
Gross Living Area: 7112 sq. ft



Space	Area (sq. ft)	Calculation
FLOOR 3 (Living area)	686	Coordinate Polygon Area Algorithm using inches $-((505.2 + 505.2) * (58.9 - 112.8) + (505.2 + 450) * (112.8 - 112.8) + (450 + 450) * (112.8 - 210.1) + (450 + 505.2) * (210.1 - 210.1) + (505.2 + 505.2) * (210.1 - 431) + (505.2 + 336.8) * (431 - 431) + (336.8 + 336.8) * (431 - 515.3) + (336.8 + 272.4) * (515.3 - 515.3) + (272.4 + 272.4) * (515.3 - 431) + (272.4 + 192.4) * (431 - 431) + (192.4 + 192.4) * (431 - 167.1) + (192.4 + 298) * (167.1 - 167.1) + (298 + 298) * (167.1 - 88.7) + (298 + 361.6) * (88.7 - 88.7) + (361.6 + 361.6) * (88.7 - 167.1) + (361.6 + 401.4) * (167.1 - 167.1) + (401.4 + 401.4) * (167.1 - 58.9) + (401.4 + 505.2) * (58.9 - 58.9)) * 0.5 * 0.00694$

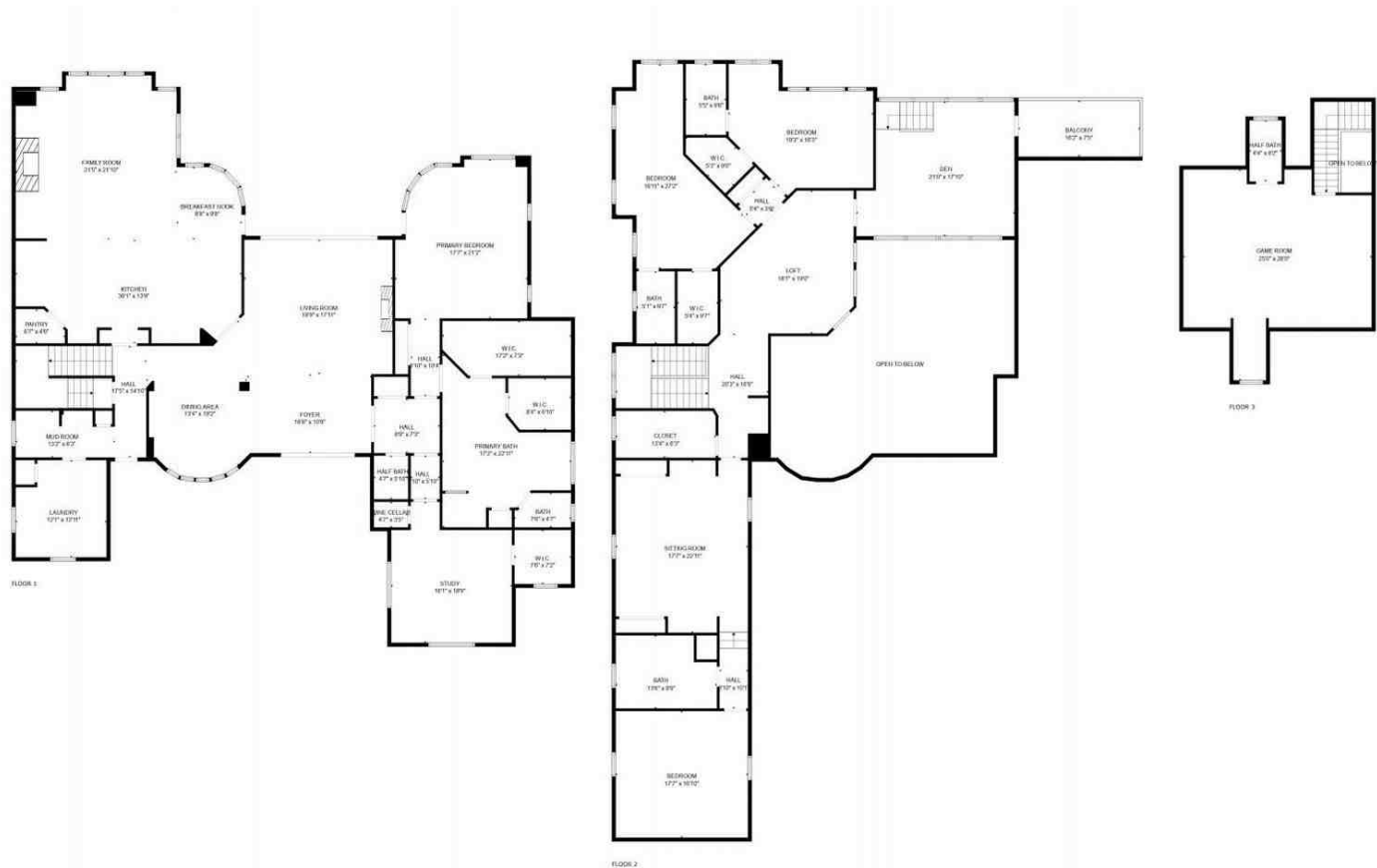
Report generated on 12/15/2023 11:20:20 GMT
Measurements and calculations are deemed highly reliable, but not guaranteed.

24 Widewater Road, Hilton Head Island, Beaufort County, South Carolina, United States, 29926

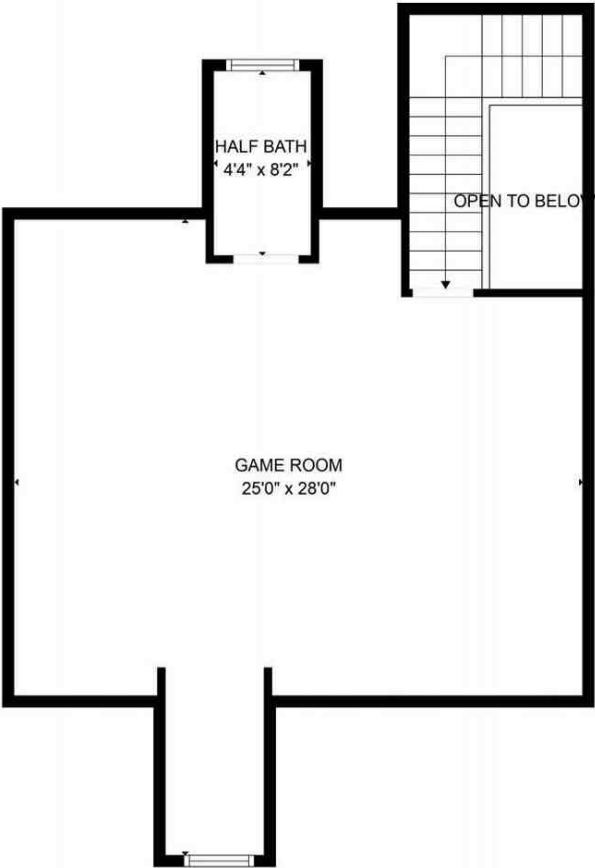
Gross Living Area: 7112 sq. ft

Space	Area (sq. ft)	Calculation
OPEN TO BELOW (Non-living area)	37	Coordinate Polygon Area Algorithm using inches $-((505.2 + 505.2) * (112.8 - 210.1) + (505.2 + 450) * (210.1 - 210.1) + (450 + 450) * (210.1 - 112.8) + (450 + 505.2) * (112.8 - 112.8)) * 0.5 * 0.00694$

Report generated on 12/15/2023 11:20:20 GMT
Measurements and calculations are deemed highly reliable, but not guaranteed.

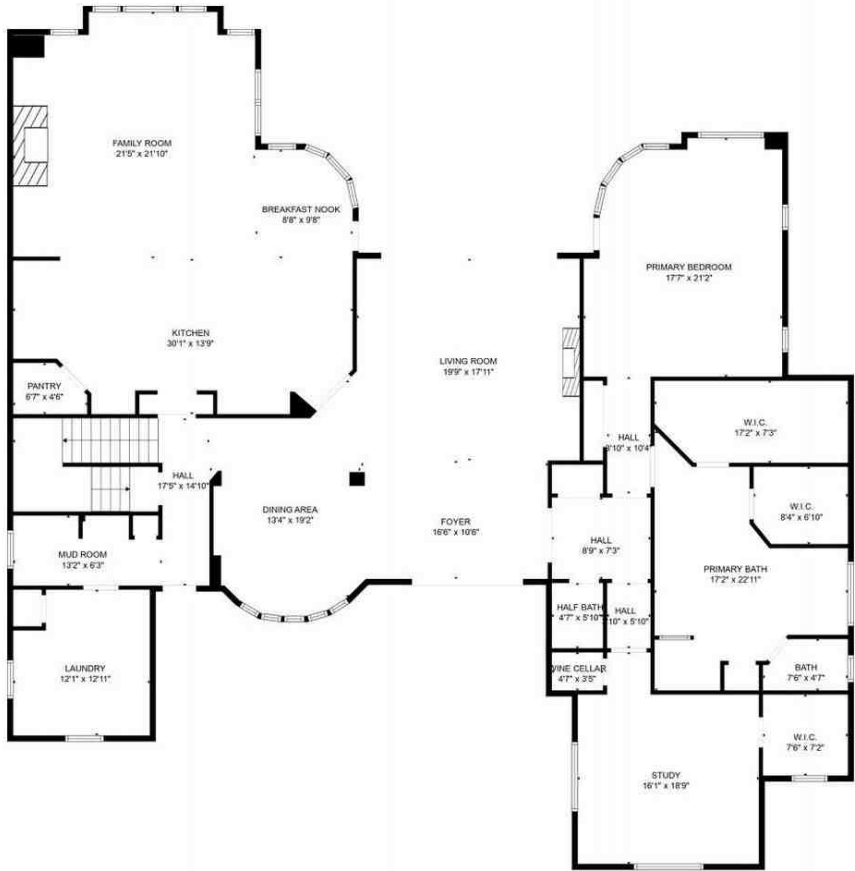


TOTAL: 6748 sq. ft
FLOOR 1: 3462 sq. ft, FLOOR 2: 2665 sq. ft, FLOOR 3: 621 sq. ft
EXCLUDED AREAS: WINE CELLAR: 15 sq. ft, OPEN TO BELOW: 815 sq. ft, BALCONY: 121 sq. ft
MEASUREMENTS ARE CALCULATED BY CUBICASA TECHNOLOGY. DEEMED HIGHLY RELIABLE BUT NOT GUARANTEED.



TOTAL: 6748 sq. ft
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FLOOR 1: 3462 sq. ft, FLOOR 2: 2665 sq. ft, FLOOR 3: 621 sq. ft

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MEASUREMENTS ARE CALCULATED BY CURBICASA TECHNOLOGY, DEEMED HIGHLY RELIABLE BUT NOT GUARANTEED.

Cross Property Agent Full



24 WIDEWATER ROAD, HILTON HEAD ISLAND, SC 29926

Listing Price: **\$5,100,000**

Residential

ML# 437821

List Type: **Exclusive Right - REsides Agreement**

Major Area: **Spanish Wells**

Minor Area: **Spanish Wells**

County: **Beaufort**

Legal Address: **B22 SPANISH B**

Tax Key #: **00345273**

Tax Map #: **0510-010-000-0093-0000**

Tax Rec Liv Area: **5,992**

Apx Htd SqFt: **7,492**

POA Fee: **Spanish Wells 1 \$2000**

POA 2 Fee:

Add. Association Fees:

Transfer Fee: **Spanish Wells - No, Town of HHI - .25 of 1%**

Listing Origin:

Status: **Active**

Zoning:

Row: **1**

Lots: **1**

Acres: **1 to 3 Acres**

Apx Lot Size: **1.69**

Special Circum: **NA**

Construct Status: **Not Applicable**

Flood Ins Req?: **Yes**

Recent Change: 12/04/2023 : DOWN : \$5,249,000->\$5,100,000

Public Remarks: Experience the epitome of waterfront living & the convenience of a completely updated residence! This 1.69 acre property was built to entertain. Enjoy fiery Lowcountry sunsets while you soak in your private pool & hot tub, unparalleled direct waterfront access to the Broad Creek (& beyond) complete with your very own private deepwater dock, an outdoor kitchen, & backyard putting green. This 4 bed, 4 full bath, 2 half bath home has ample room to entertain guests. The uniquely designed curved dining room and the chef's kitchen with stainless steel double ovens, gas range, & spacious fridge will inspire you to host dinner parties.

Private & Confidential: Purchaser to verify square footage. Owner estimates that enclosing the back patio and finishing the 3rd floor added 1,500 SqFt. 1 propane tank on property is leased. ADP security system w/ monthly payment. EMD held by closing attorney.

How to Show: ShowingTime Showing Instr: Use ShowingTime. Call Robert Rini for instructions before showing 843-384-6522.

General Information					
Bedroom:	4	Full Baths:	4	Half Baths:	2
Furnished:	No			Type:	Full Size
Year Built:	1999	Year Remod:	2023	Sleeps:	
Location:	Sound Orient	Own Land:	Yes	Model Name:	
Parking:	Driveway, Garage - 3	Elevation:		View:	Deep Water
Finance:	Cash-AllCash, Conventional			Assess Bld Val:	\$750,000
Restrictions:	Community Covs and Restricts Apply			Trades:	Not Applicable
Not Included In Sale:				Property Faces:	Unknown
				Assess Land Val:	\$1,250,000
				Possession:	At Closing
Property Features					
Appliances:	Dishwasher, Disposal, Double Ovens, Dryer, Ice Machine, Microwave, Outdoor Grill, Range, Range - Gas, Refrigerator, Washer, Wine Cooler				
Interior Feat:	Built-Ins, Cable TV, Cathedral Ceilings, Ceiling Fan(s), Fireplace, Jetted Tub, Just Painted In, Just Painted Out, Many Closets, Security Sys, Separate Shower, Smoke Alarm, Smooth Ceilings, Sound Sys Wire, Sunken Tub, Tray Ceiling, Water Purifier, Water Soft Equipment, Wet Bar, Wine Rack				
Electronics/Media:					
Exterior Feat:	Deck, Dock Private, Grill Built-In, Irri System, Just Painted, Outdoor Shower, Patio, Paved Drive, Propane Tank - Leased, Propane Tank - Owned, Spa/Hot Tub				
Exterior Type:	Hard Coat Stucco				
Green Features:	Unknown				
Rooms:	Carolina Room, Dining Room, Eat-In Kitchen, Family Room, Foyer Entrance, Game Room, Garage, Kitchen, Laun/Util Rm, Library/Office, Living Room, Media Room, Pantry				
Windows:	Unknown				
Primary Bdrm:	1st Floor, Multiple Primary			Attic:	Stairs - Pull Down, Unfinished
Amenities:	Clubhouse, Community Pool, Deep Water Access, Tennis			Pool:	Community, Heated/Electric, Heated/Gas, Private
Golf:	Semi-Private			Golf Courses/# of Holes:	
Style:	Three Story		Roof:	Asphalt	
Water/Sewer:	City PSD		AC:	Central, Electric	
				Floors:	Wood
				Heat:	Central Heat, Electric Heat
Brokerage Information					
List Agent:	521040 - Robert D. Rini		CoList Agent:-		
LA Email:	rini@hhi.com		SCRE #:	24505	
LA Cell #:	843-384-6522		REQ #:	17356	
List Broker:	521040 - Robert D. Rini		CoLA Email:		
Firm:	RE/MAX Island Realty - 843-785-5252		CoLA Cell #:		
	24 New Orleans Rd Ste 210, Hilton Head Island, SC 29928		CoLA Fax:		
CB Comp Amt:	2.5000		List Date:	08/08/2023	
Owner Name:	Craig Bright		Comp Type:	Percentage	
Lockbox YN:	Yes		Ownership:	Individual	
Branded VT URL:			Lockbox #:		
			Unbranded VT URL:		

Tuesday, December 12, 2023 8:37 AM Prepared By: Rob Cobia

© 2023 RESides,Inc. | December 12, 2023 08:37 AM
* INFORMATION IS BELIEVED ACCURATE BUT IS NOT WARRANTED *

Information Deemed Reliable But Not Guaranteed. Copyright: 2023 RESides,Inc.

24 Widewater Rd, Hilton Head Island, SC 29926-2064, Beaufort County  Active Listing
APN: R510-010-000-0093-0000 CLIP: 8286120853



MLS Beds	MLS Full Baths	MLS Half Baths	MLS List Price	MLS List Date
4	4	2	\$5,100,000	08/08/2023
MLS Sq Ft	Lot Sq Ft	MLS Yr Built	Type	
7,492	73,616	1999	SFR	

OWNER INFORMATION

Owner Name	Bright Craig	Tax Billing Zip+4	2064
Tax Billing Address	24 Widewater Rd (no mail)	Owner Occupied	Yes
Tax Billing City & State	Hilton Head Island, SC	No Mail Flag	Y
Tax Billing Zip	29926		

COMMUNITY INSIGHTS

Median Home Value	\$1,019,174	School District	BEAUFORT 01
Median Home Value Rating	10 / 10	Family Friendly Score	41 / 100
Total Crime Risk Score (for the neighborhood, relative to the nation)	40 / 100	Walkable Score	9 / 100
Total Incidents (1 yr)	124	Q1 Home Price Forecast	\$1,004,112
Standardized Test Rank	55 / 100	Last 2 Yr Home Appreciation	81%

LOCATION INFORMATION

Subdivision	Spanish Wells Plantation	LEGRES (Y/N)	Y
Area Name	450	Flood Zone Code	X
Area Code	450-450	Within 250 Feet of Multiple Flood Zone	Yes (X, Ae)
Census Tract	104.00	Flood Zone Panel	45013C0442G
Carrier Route	R024	Flood Zone Date	03/23/2021

TAX INFORMATION

Tax ID	R510-010-000-0093-0000	Tax Appraisal Area	0510
Tax Key #	00345273	Lot #	822
% Improved	38%	Block #	22
Legal Description	LOT B22 SPANISH WELLS REV PL AT PB67 P42 ANNEX INTO DIST 51 0 12-8-92 ORDINANCE #9 1-30 11-25-91 7/99 0.19 AC DEDUCTED 10/94 2/03 SPLIT 0.015 AC 10/528 PB9 1 P194		

ASSESSMENT & TAX

Assessment Year	2022	2021	2020
Land Assessment	\$1,250,000	\$1,250,000	\$1,250,000
Building Assessment	\$750,000	\$750,000	\$750,000
Total Assessment	\$2,000,000	\$2,000,000	\$2,000,000
YOY Assessed Change (\$)	\$0	\$0	
YOY Assessed Change (%)	0%	0%	
Tax Year	Total Tax	Change (\$)	Change (%)
2020	\$11,178		
2021	\$11,226	\$48	0.43%
2022	\$10,839	-\$387	-3.44%

CHARACTERISTICS

Land Use	SFR	Total Baths	MLS: 6
Lot Acres	1.69	Full Baths	MLS: 4
Lot Area	73,616	Half Baths	MLS: 2
Living Area	Tax: 5,992 MLS: 7,492	Year Built	1999
Total Sq Ft	MLS: 7,492	Effective Year Built	1999
Stories	Tax: 2 MLS: 3	# of Buildings	1
Bedrooms	Tax: 1 MLS: 4		

SELL SCORE

Rating	N/A	Value As Of	N/A
Sell Score	N/A		

Property Details: Courtesy of Rob Coble, RE/MAX, Inc.

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Generated on: 12/14/23

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ESTIMATED VALUE			
RealAVM™	\$4,872,800	Confidence Score	72
RealAVM™ Range	\$4,303,600 - \$5,442,100	Forecast Standard Deviation	12
Value As Of	12/04/2023		

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal.

(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 50 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.

(3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

RENTAL TRENDS			
Estimated Value	4337	Cap Rate	0.2%
Estimated Value High	6490	Forecast Standard Deviation (FSD)	0.5
Estimated Value Low	2184		

(1) Rental Trends is a CoreLogic® derived value and should be used for information purposes only.

(2) The FSD denotes confidence in an Rental Trends estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion a Rental Amount estimate will fall within, based on the consistency of the information available to the Rental Amount at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

LISTING INFORMATION			
MLS Listing Number	437821	Current Listing Price	\$5,100,000
MLS Status	Active	Original Listing Price	\$5,999,000
Days on Market	129	Listing Agent Name	521040-Robert D. Rini
MLS Status Change Date	08/23/2023	Listing Broker Name	RE/MAX ISLAND REALTY
Listing Date	08/08/2023		

MLS Listing #	396149	341592	68549
MLS Status	Withdrawn	Sold	Sold
MLS Listing Date	08/12/2019	11/25/2015	05/29/1997
MLS Listing Price	\$2,445,000	\$2,400,000	\$89,900
MLS Orig Listing Price	\$2,499,000	\$2,500,000	\$89,900
MLS Close Date		07/11/2018	12/18/1997
MLS Listing Close Price		\$2,000,000	\$84,455
MLS Listing Expiration Date	08/09/2020	11/25/2018	11/28/1997

LAST MARKET SALE & SALES HISTORY			
Recording Date	08/17/2018	Deed Type	Deed (Reg)
Settle Date	06/13/2018	Owner Name	Bright Craig
Sale Price	\$2,000,000	Seller	Coastal Capital Associates LLC
Document Number	3693-153		

Recording Date	08/17/2018	02/26/2015	02/26/2015		
Sale/Settlement Date	06/13/2018	02/05/2015	01/05/2015	05/21/1998	01/05/1998
Sale Price	\$2,000,000		\$1,125,135		\$475,000
Nominal		Y			
Buyer Name	Bright Craig	Coastal Capital Associates LLC	Coastal Capital Associates LLC	Reichel Richard P & Gay C	Reichel Richard P & Gay C
Seller Name	Coastal Capital Associates LLC	Reichel Richard P & Gay C	Master In Equity Of Beaufort Cnty		
Document Number	3693-153	3381-2725	3381-2722	1098-1956	1004-988
Document Type	Deed (Reg)	Quit Claim Deed	Master Deed	Limited Warranty Deed	Warranty Deed

Recording Date					
Sale/Settlement Date	06/02/1997		02/24/1997		02/24/1997
Sale Price	\$400,000				
Nominal					
Buyer Name	Remegi John R & Karla K		Owner Record		Brown George S III
Seller Name					
Document Number	949-1538		923-1905		923-1892
Document Type	Warranty Deed		Warranty Deed		Warranty Deed

MORTGAGE HISTORY					
Mortgage Date	05/05/2021	11/26/2018	08/17/2018	11/01/2007	10/08/2007
Mortgage Lender	South St Bk	Td Bk Na	* Other Institutional Lenders	Tidelands Bk	Stl Trust Inc

Mortgage Code	Conventional	Conventional	Conventional	Conventional	
Mortgage Type	Refi	Refi	Resale	Refi	Construction
Mortgage Date	09/14/2007		02/21/2007	10/05/2006	
Mortgage Lender	Mortgage Network Inc		Carolina First Bk	Regions Bk	
Mortgage Code	Conventional		Conventional	Conventional	
Mortgage Type	Refi		Refi	Refi	

FORECLOSURE HISTORY

Document Type	Notice Of Sale
Foreclosure Filing Date	10/03/2014
Recording Date	12/22/2014
Final Judgment Amount	\$2,236,123

PROPERTY MAP



*Lot Dimensions are Estimated

Property Details: Courtesy of Rob Coble, REsides, Inc.

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

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SC License

ELECTRONICALLY FILED - 2023 Dec 22 3:09 PM - BEAUFORT - COMMON PLEAS - CASE#2020CP0701753



LLR
sc.gov
South Carolina Department of Labor, Licensing and Regulation

South Carolina Department of Labor, Licensing and Regulation
Real Estate Appraisers Board
CERTIFIES THAT:
WILLIAM R COBIA
IS AUTHORIZED TO PRACTICE
Certified General Appraiser

LICENSE NO.
AB .3490 CG

EXPIRATION DATE: 06/30/2024

To verify current license status, go to <http://verify.llronline.com/LicLookup/LookupMain.aspx>

William Roberson Cobia, SRA

As a real estate appraiser, William R. Cobia has extensive experience in valuations and analysis. Mr. Cobia’s clients have included individuals, law firms, financial institutions and accounting firms throughout Coastal South Carolina and Coastal Georgia.

Education: University of Georgia – Psychology - 1994

Professional Real Estate Experience: Coastal Property Appraisals – 1997 – Present

Responsibilities include the timely preparation of appraisal reports for banks, government agencies, attorneys, corporations, and individuals. These assignments have involved a wide variety of property types including the following:

- | | |
|---------------------------------------|-------------------------------|
| Single family residences | Multi Family |
| Restaurants | Shopping centers |
| Professional/medical office buildings | Historic properties |
| Warehouses | Partial real estate interests |
| Branch banks | Easements |
| Private estates | Vacant land |
| Hangers | Boat Slips |

Professional Development:

Licenses:	GA Certified Real Property Appraiser # 333346
	SC Certified Real Property Appraiser # 3490
	FHA Certified

Activities/Affiliations	Member of the Appraisal Institute (SRA)
-------------------------	---

Partial Client List:

- | | |
|----------------------|------------------|
| TD Bank | Bank of America |
| The Town of Bluffton | South State Bank |
| Coastal States Bank | Wells Fargo Bank |
| Mortgage Network | JP Morgan Chase |
| Movement Mortgage | Regions Bank |
| Prime Lending | Pulte Homes |
| DR Horton | Town of H.H.I |

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2020CP0701753

. Diana Janura,

Plaintiff,

v.

Craig Bright,

Defendant.

**AFFIDAVIT OF
MICHELLE TRACEY**

Personally appeared before me, Michelle Tracey, who first being duly sworn, deposes and says as follows:

1. I am over the age of eighteen (18), suffer no disability and am otherwise competent to testify in this matter.

2. I am a sales associate of Bennies, Inc. and a colleague of Craig Bright ("Craig").

3. On December 1, 2023, I was made aware that a Warrant of Attachment was served upon certain property owned by Craig, including on Bennies, Inc.

4. Others have also informed me that they have been made aware of the Warrant of Attachment on Craig's property.

5. In fact, news of the Warrant of Attachment served by the Sheriff on Craig has spread quickly through the Town of Hilton Head.

6. It has been very damaging for Craig's reputation personally. Many people who live in the Town of Hilton Head are questioning what Craig has done wrong to result in the court seizing his assets.

7. Additionally, the Warrant of Attachment has been very damaging to Craig as a business owner.

8. Employees of Bennies Inc., including myself, are deeply concerned over what impact the Warrant of Attachment will have on the business operations. The manager and I are worried about job security and that Bennies Inc. will be forced to close.

9. I voiced my job security concerns to Craig and questioned him whether his employees and I need to start looking for new jobs.

10. In addition to potentially driving away employees, the Warrant of Attachment has considerable potential to drive away business.

11. News of the Warrant of Attachment continues to spread through the Town of Hilton Head. This can and will dissuade customers from shopping at Bennies Inc. Often customers will put down a partial deposit for their furniture purchase and the furniture will not be ready for months. Customers will be less inclined to make purchases knowing Bennies Inc. may no longer be in operation months from now because of the Warrant of Attachment.

12. Additionally, the Warrant of Attachment can negatively impact relationships with suppliers who extend credit to Bennies Inc. In my experience, a supplier will not extend credit to a company that appears to have financial and legal difficulties. Without being provided credit for purchases, Bennies Inc. will not be able to maintain adequate inventory for operations and operate in the normal course of business. This will result in considerable financial harm to Bennies Inc. and their employees.

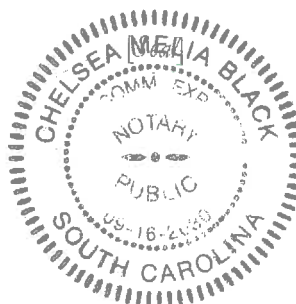
FURTHER, THIS AFFIANT SAYETH NOT.


Michelle Tracey

Subscribed and sworn before me
this 13 day of December, 2023


Notary Public for the State of South Carolina

My Commission Expires: 9/16/2030



STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2020CP0701753

Diana Janura,

Plaintiff,

v.

Craig Bright,

Defendant.

**AFFIDAVIT OF
TERESA BURKE**

Personally appeared before me, Teresa Burke, who first being duly sworn, deposes and says as follows:

1. I am over the age of eighteen (18), suffer no disability and am otherwise competent to testify in this matter.
2. I am the general manager of Bennies, Inc. and a colleague of Craig Bright ("Craig").
3. Early December 2023, I was made aware that a Warrant of Attachment was served upon certain property owned by Craig, including on Bennies, Inc.
4. Michelle Tracey informed me that she has been made aware of the Warrant of Attachment on Craig's property as well.
5. The Warrant of Attachment has been very damaging to Craig as a business owner.
6. Employees of Bennies Inc., including myself, are worried over what impact the Warrant of Attachment will have on the business operations. I am questioning my job security and am worried Bennies Inc. will be forced to close.
7. Also, the Warrant of Attachment has strong potential to drive away business.
8. Hilton Head is a small town and news of the Warrant of Attachment has spread quickly. This can and will stop customers from shopping at Bennies Inc. Often customers will put

down a partial deposit for their furniture purchase and the furniture will not be ready for months. Customers will be wary of making purchases knowing Bennies Inc. may no longer be in operation months from now and they may never receive their furniture.

9. Additionally, the Warrant of Attachment can negatively impact relationships with suppliers who extend credit to Bennies Inc. In my experience as a general manager, a supplier will not extend credit to a company that appears to have financial and legal difficulties.

10. Without being provided with credit for purchases, Bennies Inc. will not be able to able to maintain adequate inventory for operations and operate in the normal course of business. This will result in considerable financial harm to Bennies Inc., its' employees, and Bennies Inc. may be forced to close.

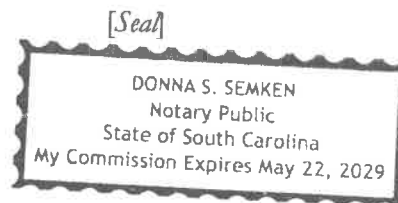
FURTHER, THIS AFFIANT SAYETH NOT.

Teresa Burke
Teresa Burke

Subscribed and sworn before me
this 18 day of December, 2023

Donna S. Semken
Notary Public for the State of SC

My Commission Expires: 5/22/2029



1 records of them.

2 **Q Have you deleted any other texts**
3 **related to this litigation?**

4 A I -- I would say that there's a great
5 certainty that if I sent an email to Diana, I
6 would delete it because she would have a copy,
7 of course, and that would be the only thing
8 relevant.

9 **Q Okay. What about other emails or texts**
10 **not sent to Diana; would you delete them?**

11 A If it was in regards to the case of --
12 I would have nobody that I would be texting.

13 **Q What about emailing?**

14 A Emailing would be through my attorneys,
15 and I guess that would be protected.

16 **Q Yeah. I don't -- I don't want to know**
17 **about any communications with your lawyers, but**
18 **if you have any emails with Phil Hartman, your**
19 **parents, anybody else in your world about this**
20 **case, have you deleted those emails or texts**
21 **since September 3rd of 2020?**

22 A It's possible. I don't have any
23 recollection.

24 MS. DuRANT: Ms. Kelly, may I have
25 the next exhibit, please, ma'am.

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Diana Janura f/k/a Diana Bright,

Plaintiff,

v.

Craig Bright,

Defendant.

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2020-CP-07-01753

AMENDED ORDER

This matter came before the Court for hearing on October 9, 2024, upon (1) Plaintiff's Verified Second Motion for Contempt and/or Motion for Rule to Show Cause (Violation of Warrant of Attachment by Defendant Craig Bright) filed on September 25, 2024; and (2) Defendant's Motion and Memorandum in Support to Vacate and Discharge the *Ex Parte* Warrant of Attachment (Real Property, Personal Property, and Business Assets Owned by Craig Bright) filed on November 29, 2023. Present at the hearing were Justin P. Novak, Esquire, and M. Dawes Cooke, Esquire, as counsel for Defendant Craig Bright, and Thornwell F. Sowell, III, Esquire, and Caroline D. Gimenez-Kaushik, Esquire, as counsel for Plaintiff Diana Janura. After careful consideration of the parties' arguments and submissions, this Court hereby revises and amends the Warrant of Attachment filed on November 29, 2023, as follows:

1. The Five Hundred Thousand and 00/100 Dollars (\$500,000.00) that Defendant Craig Bright has placed in escrow for this litigation shall remain in escrow pursuant to the existing escrow agreement unless otherwise ordered by the Court.
2. The funds contained within all of Defendant Craig Bright's investment brokerage account(s) with Charles Schwab shall remain within Defendant Craig Bright's investment brokerage account(s) held at Charles Schwab except that Defendant Craig Bright may purchase, sell, trade, exchange, transfer, convey, and/or otherwise dispose of the securities, cash, bonds, and other types of investment instruments held in the account(s) as long as the proceeds (including any securities, cash, bonds, or other types of investment instruments purchased or exchanged for) or losses of any such

transaction remain within Defendant Craig Bright's investment brokerage account(s) with Charles Schwab. Defendant Craig Bright may also use the securities, cash, bonds, and other types of investment instruments held in the individual investment brokerage account(s) with Charles Schwab to lessen the amount of the pledged asset line of credit owed by Defendant Craig Bright to Charles Schwab. This provision shall remain in effect until further Order of this Court or the conclusion of this litigation.

3. The Warrant of Attachment is expressly modified as follows:
 - a. With respect to the real and personal property located at 24 Widewater Road, Hilton Head Island, South Carolina 29926, identified and described as Lot B22, 1.50 acres, Spanish Wells Plantation, Hilton Head Island, on a plat recorded in the Beaufort County Records in Plat Book 67 at Page 42, and the 0.19 acre parcel on that certain plat entitled "A Boundary Survey of Lots B20, B21, and B22, Widewater Road, A Section of Spanish Wells Plantation, Hilton Head Island, Beaufort County, South Carolina" dated April 16, 1998, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 67 at Page 42, and known as Tax Map No. R510-010-000-0093-0000, as described in Attachment "A" to the Warrant of Attachment (the "House"), Defendant shall be permitted to sell the House subject to the following conditions: (1) the transaction must be supervised and the closing conducted by Barnwell Whaley Patterson & Helms, LLC, including the distribution of all proceeds; and (2) all proceeds of the sale shall be used first to pay off any mortgage(s) or lien(s) on the House. The balance of all proceeds shall be deposited in an escrow or trust account with Barnwell Whaley Patterson & Helms, LLC. Defendant Craig Bright shall provide a copy of all closing documents to Plaintiff within ten (10) days of closing;
 - b. With respect to Defendant Craig Bright's CrisCraft Boat located at 24 Widewater Road, Hilton Head Island, South Carolina 29926 (the "Boat"), Defendant shall be permitted to sell the Boat subject to the condition that any and all proceeds from the sale shall be used first to pay off any lien(s) on the Boat. The balance of all proceeds shall be deposited in an escrow or trust account with Barnwell Whaley Patterson & Helms, LLC. Defendant Craig Bright shall provide a copy of all sale(s) documents to Plaintiff within ten (10) days of any sale of the Boat;
 - c. With respect to Defendant Craig Bright's motor vehicles, including but not limited to the Bentley, Ferrari, and motorcycles located at 24 Widewater Road, Hilton Head Island, South Carolina 29926, Defendant shall be permitted to sell his motor vehicle(s) subject to the condition that any and all proceeds from the sale(s) shall be used first to pay off any lien(s) on the motor vehicle that has been sold. The balance of all proceeds from the sale(s) shall be deposited in an escrow or trust account with Barnwell Whaley Patterson & Helms, LLC. Defendant Craig Bright shall provide a copy of all sale(s) documents to Plaintiff within ten (10) days of the sale of any motor vehicle(s);

- d. With respect to all Equipment, Fixtures, Furniture, General Intangibles, Inventory, and, to the extent not otherwise included, all proceeds and products of any and all of the foregoing, located at 19 Sheridan Park Circle, Bluffton, SC 29910, at that business operation known as Casual Living, Fireside and Grillin', owned and operated by Bennies, Inc. a South Carolina corporation owned by Defendant Craig Bright, Defendant shall be permitted to purchase and sell any inventory of Casual Living, Fireside and Grillin', and to operate and conduct the business of Casual Living, Fireside and Grillin' and Bennies, Inc. in the normal course. Defendant shall provide copies of monthly financial statements for Bennies, Inc. and Casual Living, Fireside and Grillin' to Plaintiff on a monthly basis. Additionally, Defendant is ordered to provide the latest tax returns for Bennies, Inc. and Casual Living, Fireside and Grillin' to Plaintiff within ten (10) days of the entry of this Order.
4. Defendant Craig Bright, and any entity in which he has an interest, is hereby enjoined from creating, establishing, founding, merging, or purchasing an interest in any entity in which he does not currently own an interest from the date of this Order until the termination of this litigation. Defendant Craig Bright, including any entity in which he currently has an interest, may transfer, sell, or otherwise dispose of any other real property, personal property, assets, or liability within the ordinary course of business, subject to Plaintiff's approval which shall be exercised in good faith. Further, pursuant to this Court's order on November 21, 2023 that Defendant answer all discovery regarding his net worth, Defendant is ordered to provide a verified list of all entities in which he has any interest and to provide all financial records and documentation of such entities, including for any purchase, exchange, transfer, sale, or other disposition of any other real property, personal property, asset, or liability from the date of this order through the termination of this litigation. Defendant is once again ordered to answer all discovery (specifically discovery regarding his net worth) in accordance with this Court's prior orders, and he is further ordered to supplement and verify all discovery pursuant to Rule 26(e), SCRPC.
5. Defendant Craig Bright, including any entity in which he has an interest, shall not remove any of his assets from South Carolina nor assign or dispose of any of his assets other than as permitted in Paragraphs 1 and 2 until further order of this Court or the termination of this litigation. He shall not remove any assets from South Carolina nor assign or dispose of any of his assets so as to knowingly reduce his personal net worth, until further order of this Court or the termination of this litigation.
6. This Order is entered without prejudice to any right or claim of either party pursuant to S.C. Code § 15-19-10 *et seq.*, including the parties' respective contentions as to the propriety of the Warrant of Attachment, the sufficiency of the bond posted in support of the Warrant of Attachment, or Defendant's violations of the Warrant of Attachment while it was in place.

AND IT IS SO ORDERED.



Beaufort Common Pleas

Case Caption: Diana Bright , plaintiff, et al VS Craig Bright

Case Number: 2020CP0701753

Type: Order/Other

So Ordered

Jocelyn Newman

Electronically signed on 2024-10-17 16:10:50 page 4 of 4

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Diana Janura f/k/a Diana Bright,

Plaintiff,

v.

Craig Bright,

Defendant.

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2020-CP-07-01753

**CRAIG BRIGHT'S MOTION FOR
RECONSIDERATION OF ORDER
REGARDING WARRANT OF
ATTACHMENT**

YOU WILL PLEASE TAKE NOTICE THAT Defendant Craig Bright ("Bright") shall move, at such time and place as the Court may direct, and hereby does move, pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure, for an order to alter, amend, and reconsider part of the Court's order and ruling as issued and filed on October 17, 2024, modifying the Warrant of Attachment. Bright respectfully moves the Court to alter, amend, and modify the ruling and order as it relates to the terms of Paragraphs 3(a)(b)(c)(d), and 4. Bright moves for reconsideration on the following grounds that:

- 1) Regarding Paragraph 3(a), Barnwell Whaley Patterson & Helms, LLC does not conduct real estate closings, and Plaintiff has previously retained Burr Forman to conduct the closing. Barnwell Whaley is able to supervise the closing and monitor the disbursement of funds.
- 2) Regarding Paragraph 3(b) and (c), the order does not permit Bright access to funds to pay monthly expenses such as taxes, child support, legal fees, and utilities. Bright has sufficient assets to satisfy a large judgment, and in addition he has taken the extraordinary measure of placing \$500,000 in escrow that is earmarked specifically to apply towards any judgment that the Plaintiff might obtain against him. The purpose of the Court's order is to prevent

- the Defendant from dissipating his assets, not to cripple him financially before any judgment is rendered in this case. The proposed modifications attached to this Motion would accomplish the Court's intent to prevent the dissipation of assets but would permit the Defendant to meet his regular financial obligations while this case is pending.
- 3) Regarding Paragraph 3(d), the requirement that Bright must provide monthly copies of financial statements for Bennies, Inc. and Casual Living, Fireside and Grillin' is overly restrictive and burdensome. Bright requests modification of this term to require the production of quarterly financial statements for Bennies, Inc. and Casual Living, Fireside and Grillin'.
- 4) Regarding Paragraph 4, the requirement that Plaintiff must approve of all transfers, sales, or disposals of other real property, personal property, or assets is overly restrictive and burdensome. As stated, Bright would be required to obtain Plaintiff's approval to proceed with the transfers, sales, or disposals of even the most minuscule transactions. Accordingly, Bright requests a value threshold of \$25,000 to be set for the requirement for Plaintiff's approval over disposition of Bright's property.

Counsel for Bright has prepared a proposed Second Amended Order modifying the terms of the Amended Order entered on October 17, 2024, which is attached herewith as Exhibit A.

For these reasons and others which Bright may offer at future argument, Bright respectfully moves for the Court to alter and amend its order.

Respectfully submitted,

**BARNWELL WHALEY PATTERSON &
HELMS, LLC**

/s/ Justin P. Novak

M. Dawes Cooke, Jr., Esquire
Justin P. Novak, Esquire

Jessica W. Stratta, Esquire
P.O. Drawer H
Charleston, South Carolina 29402
Phone: (843) 577-7700
Fax: (843) 577-7708
mdc@barnwell-whaley.com
jnovak@barnwell-whaley.com
jstratta@barnwell-whaley.com

Attorneys for Defendant Craig Bright

October 28, 2024

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Diana Janura f/k/a Diana Bright,

Plaintiff,

v.

Craig Bright,

Defendant.

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2020-CP-07-01753

**DEFENDANT'S SECOND MOTION
FOR RECONSIDERATION OF ORDER
REGARDING WARRANT OF
ATTACHMENT**

YOU WILL PLEASE TAKE NOTICE THAT Defendant Craig Bright ("Bright") shall move, at such time and place as the Court may direct, and hereby does move, pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure, for an order to alter, amend, and reconsider part of the Court's order and ruling as issued and filed on October 17, 2024, modifying the Warrant of Attachment. Bright respectfully moves the Court to alter, amend, and modify the ruling and order as it relates to the terms of Paragraphs 2, 3 (b)(c), 4, and 5.

Bright moves for reconsideration on the following grounds. Bright sold his residence located at located at 24 Widewater Road, Hilton Head Island, South Carolina 29926 on December 11, 2024. Bright's proceeds from the sale total \$2,194,834.21 and are being held in trust within Barnwell Whaley Patterson & Helms, LLC's escrow account. In addition to the proceeds from the sale of Bright's residence, Barnwell Whaley Patterson & Helms, LLC is also holding \$500,000 000 in escrow that is earmarked specifically to apply towards any judgment that the Plaintiff might obtain against Bright. Therefore, the total amount held in escrow earmarked specifically to apply towards any judgment is \$2,694,834.21. This sizeable sum is more than sufficient to apply towards any judgment that the Plaintiff might obtain against Bright. Presently, the terms of the Warrant of Attachment are overly restrictive and prevent Bright from fairly managing his finances on a daily basis. The concern that

Bright will not be able to satisfy a potential judgment has been more than eliminated by the \$2,694,834.21 that Barnwell Whaley Patterson & Helms, LLC is holding in escrow to apply towards any judgment that the Plaintiff might obtain against Bright.

Accordingly, Bright requests modification of the terms of Warrant of Attachment as follows:

1. Paragraph 2: Bright requests the restrictions on his Charles Schawb account be lifted in full.
2. Paragraph 3(a): Bright requests the Warrant of Attachment be modified to reflect the sale of his residence.
3. Paragraph 3(b)(c): Bright requests his CrisCraft boat and motor vehicles be released from the Warrant of Attachment.
4. Paragraph 4 and 5: Bright requests that the restrictions on his business entities and assets be lifted in full.

Counsel for Bright has prepared a proposed Second Amended Order modifying the terms of the Amended Order entered on October 17, 2024, which is attached herewith as Exhibit A.

For these reasons and others which Bright may offer at future argument, Bright respectfully moves for the Court to alter and amend its order.

Respectfully submitted,

**BARNWELL WHALEY PATTERSON &
HELMS, LLC**

/s/ Justin P. Novak

M. Dawes Cooke, Jr., Esquire
Justin P. Novak, Esquire
Jessica W. Stratta, Esquire
P.O. Drawer H
Charleston, South Carolina 29402
Phone: (843) 577-7700
Fax: (843) 577-7708
mdc@barnwell-whaley.com
jnovak@barnwell-whaley.com
jstratta@barnwell-whaley.com

Attorneys for Defendant Craig Bright

December 19, 2024

**EXHIBIT
A**

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

Diana Janura f/k/a Diana Bright,
Plaintiff,

v.

Craig Bright,
Defendant.

IN THE COURT OF COMMON PLEAS
Civil Action No.: 2020-CP-07-01753

**ORDER MODIFYING WARRANT OF
ATTACHMENT**

This matter originally came before the Court for hearing on October 9, 2024, upon Defendant's Motion and Memorandum in Support to Vacate and Discharge the *Ex Parte* Warrant of Attachment (Real Property, Personal Property, and Business Assets Owned by Craig Bright) filed on November 29, 2023. Present at the hearing were Justin P. Novak, Esquire, and M. Dawes Cooke, Esquire, as counsel for Defendant Craig Bright, and Thornwell F. Sowell, III, Esquire, and Caroline D. Gimenez-Kaushik, Esquire, as counsel for Plaintiff Diana Janura. After careful consideration of the parties' arguments and submissions, this Court modified the Warrant of Attachment filed on November 29, 2023 in an Amended Order filed on October 17, 2024. This Court now hereby further modifies the Warrant of Attachment filed on November 29, 2023, and enters the following Order:

1. The Warrant of Attachment is expressly modified as follows:
 - a. The Five Hundred Thousand and 00/100 Dollars (\$500,000.00) that Defendant Craig Bright has placed in escrow for this litigation shall remain in escrow pursuant to the existing escrow agreement unless otherwise ordered by the Court.
 - b. The Two Million One Hundred Ninety Four Thousand Eight Hundred Thirty Four and 21/100 Dollars (\$2,194,834.21) in proceeds from the sale of the the real and personal property located at 24 Widewater Road, Hilton Head Island, South Carolina 29926, identified and described as Lot B22, 1.50 acres, Spanish Wells Plantation, Hilton Head Island, on a plat recorded in the Beaufort County Records in Plat Book 67 at Page 42, and the 0.19 acre parcel on that

certain plat entitled "A Boundary Survey of Lots B20, B21, and B22, Widewater Road, A Section of Spanish Wells Plantation, Hilton Head Island, Beaufort County, South Carolina" dated April 16, 1998, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 67 at Page 42, and known as Tax Map No. R510-010-000-0093-0000, as described in Attachment "A" to the Warrant of Attachment (the "House") that Defendant Craig Bright has placed in escrow for this litigation shall remain in escrow unless otherwise ordered by the Court.

- c. With respect to all Equipment, Fixtures, Furniture, General Intangibles, Inventory, and, to the extent not otherwise included, all proceeds and products of any and all of the foregoing, located at 19 Sheridan Park Circle, Bluffton, SC 29910, at that business operation known as Casual Living, Fireside and Grillin', owned and operated by Bennies, Inc. a South Carolina corporation owned by Defendant Craig Bright, Defendant shall be permitted to purchase and sell any inventory of Casual Living, Fireside and Grillin', and to operate and conduct the business of Casual Living, Fireside and Grillin' and Bennies, Inc. in the normal course. Defendant shall provide copies of monthly financial statements for Bennies, Inc. and Casual Living, Fireside and Grillin' to Plaintiff on a monthly basis. Additionally, Defendant is ordered to provide the latest tax returns for Bennies, Inc. and Casual Living, Fireside and Grillin' to Plaintiff within ten (10) days of the entry of this Order.
2. This Order is entered without prejudice to any right or claim of either party pursuant to S.C. Code § 15-19-10 *et seq.*, including the parties' respective contentions as to the propriety of the Warrant of Attachment, the sufficiency of the bond posted in support of the Warrant of Attachment, or Defendant's violations of the Warrant of Attachment while it was in place.

AND IT IS SO ORDERED.

The Honorable Jocelyn Newman

December ____, 2024

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Diana Janura f/k/a Diana Bright,

Plaintiff,

v.

Craig Bright,

Defendant.

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2020-CP-07-01753

**DEFENDANT'S EMERGENCY
MOTION AND MEMORANDUM IN
SUPPORT TO AMEND OR
DISCHARGE
WARRANT OF ATTACHMENT**

(Priority Motion)

YOU WILL PLEASE TAKE NOTICE THAT Defendant Craig Bright (“Defendant Bright”) shall move, by and through his undersigned counsel, before The Honorable Jocelyn Newman, Circuit Judge, South Carolina Court of Common Pleas, at a time and place to be designated by the Court for an Emergency Order, *inter alia*, amending or discharging the Warrant of Attachment entered on November 30, 2023, and modified in the Amended Order filed on October 17, 2024, attached as Exhibit A (“Warrant of Attachment”) to allow Defendant Bright to use Eighty-Six Thousand Four Hundred Twenty-Two and 00/100 Dollars (\$86,422.00) of the funds currently held in the trust account of Barnwell Whaley Patterson & Helms, LLC, pursuant to the Amended Order to satisfy a tax payments owed on or before June 16, 2025. See U.S. 2025 1040-ES & South Carolina 2025 1040-ES, attached as Exhibit B. This includes Eighty-One Thousand Three Hundred Ten and 00/100 Dollars (\$81,310.00) owed for federal taxes and Five Thousand One Hundred Twelve and 00/100 Dollars (\$5,112.00) owed for state taxes. See id. This Court should amend the Warrant of Attachment to allow these payments because of the special nature of Defendant’s Bright’s obligations to the United States and the State of South Carolina.

In addition, Plaintiff now admits that the funds being held in trust pursuant to the Amended Order exceed the amount required to secure the claim. The total amount held in escrow earmarked

specifically to apply towards any judgment is \$2,894,834.21. This sizeable sum is more than sufficient to apply toward any potential judgment that the Plaintiff might obtain against Defendant Bright. Plaintiff admits as much through Plaintiff's Offer of Judgment in the amount of Two Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$2,750,000.00) filed on May 6, 2025, attached as Exhibit C. At present, the funds being held in trust pursuant to the Amended Order exceed the amount of Plaintiff's offer of judgment by One Hundred Forty-Four Thousand Eight Hundred Thirty Four and 21/100 Dollars (\$144,834.21), which is more than enough to satisfy the tax payments owed on or before June 16, 2025. As previously demonstrated, the overly restrictive terms of the Warrant of Attachment prevent Defendant Bright from fairly managing his finances on a daily basis and are now admittedly excessive to secure any potential unliquidated claim Plaintiff may have against Defendant Bright.

Defendant Bright also requests modification of the terms of Warrant of Attachment to lift in full all other restrictions outside the attachment of the \$2,894,834.21 held in the trust account of Barnwell Whaley Patterson & Helms, LLC, pursuant to the Amended Order. This includes lifting in full the restrictions on his Charles Schawb account, the release of his vehicles, including his CrisCraft boat and Bentley motor vehicle, from the from the Warrant of Attachment, and the lifting in full of the restrictions on his business entities and assets.

For these reasons and others which Defendant Bright may offer at future argument, Defendant Bright respectfully moves for the Court to alter and amend its order.

[Separate Signature Page Follows]

Respectfully submitted,

**BARNWELL WHALEY PATTERSON &
HELMS, LLC**

/s/ Justin P. Novak

M. Dawes Cooke, Jr., Esquire
Justin P. Novak, Esquire
Jessica W. Stratta, Esquire
P.O. Drawer H
Charleston, South Carolina 29402
Phone: (843) 577-7700
Fax: (843) 577-7708
mdc@barnwell-whaley.com
jnovak@barnwell-whaley.com
jstratta@barnwell-whaley.com

Attorneys for Defendant Craig Bright

June 9, 2025

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Diana Janura f/k/a Diana Bright,

Plaintiff,

v.

Craig Bright,

Defendant.

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2020-CP-07-01753

AMENDED ORDER

This matter came before the Court for hearing on October 9, 2024, upon (1) Plaintiff's Verified Second Motion for Contempt and/or Motion for Rule to Show Cause (Violation of Warrant of Attachment by Defendant Craig Bright) filed on September 25, 2024; and (2) Defendant's Motion and Memorandum in Support to Vacate and Discharge the *Ex Parte* Warrant of Attachment (Real Property, Personal Property, and Business Assets Owned by Craig Bright) filed on November 29, 2023. Present at the hearing were Justin P. Novak, Esquire, and M. Dawes Cooke, Esquire, as counsel for Defendant Craig Bright, and Thornwell F. Sowell, III, Esquire, and Caroline D. Gimenez-Kaushik, Esquire, as counsel for Plaintiff Diana Janura. After careful consideration of the parties' arguments and submissions, this Court hereby revises and amends the Warrant of Attachment filed on November 29, 2023, as follows:

1. The Five Hundred Thousand and 00/100 Dollars (\$500,000.00) that Defendant Craig Bright has placed in escrow for this litigation shall remain in escrow pursuant to the existing escrow agreement unless otherwise ordered by the Court.
2. The funds contained within all of Defendant Craig Bright's investment brokerage account(s) with Charles Schwab shall remain within Defendant Craig Bright's investment brokerage account(s) held at Charles Schwab except that Defendant Craig Bright may purchase, sell, trade, exchange, transfer, convey, and/or otherwise dispose of the securities, cash, bonds, and other types of investment instruments held in the account(s) as long as the proceeds (including any securities, cash, bonds, or other types of investment instruments purchased or exchanged for) or losses of any such

transaction remain within Defendant Craig Bright's investment brokerage account(s) with Charles Schwab. Defendant Craig Bright may also use the securities, cash, bonds, and other types of investment instruments held in the individual investment brokerage account(s) with Charles Schwab to lessen the amount of the pledged asset line of credit owed by Defendant Craig Bright to Charles Schwab. This provision shall remain in effect until further Order of this Court or the conclusion of this litigation.

3. The Warrant of Attachment is expressly modified as follows:
 - a. With respect to the real and personal property located at 24 Widewater Road, Hilton Head Island, South Carolina 29926, identified and described as Lot B22, 1.50 acres, Spanish Wells Plantation, Hilton Head Island, on a plat recorded in the Beaufort County Records in Plat Book 67 at Page 42, and the 0.19 acre parcel on that certain plat entitled "A Boundary Survey of Lots B20, B21, and B22, Widewater Road, A Section of Spanish Wells Plantation, Hilton Head Island, Beaufort County, South Carolina" dated April 16, 1998, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 67 at Page 42, and known as Tax Map No. R510-010-000-0093-0000, as described in Attachment "A" to the Warrant of Attachment (the "House"), Defendant shall be permitted to sell the House subject to the following conditions: (1) the transaction must be supervised and the closing conducted by Barnwell Whaley Patterson & Helms, LLC, including the distribution of all proceeds; and (2) all proceeds of the sale shall be used first to pay off any mortgage(s) or lien(s) on the House. The balance of all proceeds shall be deposited in an escrow or trust account with Barnwell Whaley Patterson & Helms, LLC. Defendant Craig Bright shall provide a copy of all closing documents to Plaintiff within ten (10) days of closing;
 - b. With respect to Defendant Craig Bright's CrisCraft Boat located at 24 Widewater Road, Hilton Head Island, South Carolina 29926 (the "Boat"), Defendant shall be permitted to sell the Boat subject to the condition that any and all proceeds from the sale shall be used first to pay off any lien(s) on the Boat. The balance of all proceeds shall be deposited in an escrow or trust account with Barnwell Whaley Patterson & Helms, LLC. Defendant Craig Bright shall provide a copy of all sale(s) documents to Plaintiff within ten (10) days of any sale of the Boat;
 - c. With respect to Defendant Craig Bright's motor vehicles, including but not limited to the Bentley, Ferrari, and motorcycles located at 24 Widewater Road, Hilton Head Island, South Carolina 29926, Defendant shall be permitted to sell his motor vehicle(s) subject to the condition that any and all proceeds from the sale(s) shall be used first to pay off any lien(s) on the motor vehicle that has been sold. The balance of all proceeds from the sale(s) shall be deposited in an escrow or trust account with Barnwell Whaley Patterson & Helms, LLC. Defendant Craig Bright shall provide a copy of all sale(s) documents to Plaintiff within ten (10) days of the sale of any motor vehicle(s);

- d. With respect to all Equipment, Fixtures, Furniture, General Intangibles, Inventory, and, to the extent not otherwise included, all proceeds and products of any and all of the foregoing, located at 19 Sheridan Park Circle, Bluffton, SC 29910, at that business operation known as Casual Living, Fireside and Grillin', owned and operated by Bennies, Inc. a South Carolina corporation owned by Defendant Craig Bright, Defendant shall be permitted to purchase and sell any inventory of Casual Living, Fireside and Grillin', and to operate and conduct the business of Casual Living, Fireside and Grillin' and Bennies, Inc. in the normal course. Defendant shall provide copies of monthly financial statements for Bennies, Inc. and Casual Living, Fireside and Grillin' to Plaintiff on a monthly basis. Additionally, Defendant is ordered to provide the latest tax returns for Bennies, Inc. and Casual Living, Fireside and Grillin' to Plaintiff within ten (10) days of the entry of this Order.
4. Defendant Craig Bright, and any entity in which he has an interest, is hereby enjoined from creating, establishing, founding, merging, or purchasing an interest in any entity in which he does not currently own an interest from the date of this Order until the termination of this litigation. Defendant Craig Bright, including any entity in which he currently has an interest, may transfer, sell, or otherwise dispose of any other real property, personal property, assets, or liability within the ordinary course of business, subject to Plaintiff's approval which shall be exercised in good faith. Further, pursuant to this Court's order on November 21, 2023 that Defendant answer all discovery regarding his net worth, Defendant is ordered to provide a verified list of all entities in which he has any interest and to provide all financial records and documentation of such entities, including for any purchase, exchange, transfer, sale, or other disposition of any other real property, personal property, asset, or liability from the date of this order through the termination of this litigation. Defendant is once again ordered to answer all discovery (specifically discovery regarding his net worth) in accordance with this Court's prior orders, and he is further ordered to supplement and verify all discovery pursuant to Rule 26(e), SCRPC.
5. Defendant Craig Bright, including any entity in which he has an interest, shall not remove any of his assets from South Carolina nor assign or dispose of any of his assets other than as permitted in Paragraphs 1 and 2 until further order of this Court or the termination of this litigation. He shall not remove any assets from South Carolina nor assign or dispose of any of his assets so as to knowingly reduce his personal net worth, until further order of this Court or the termination of this litigation.
6. This Order is entered without prejudice to any right or claim of either party pursuant to S.C. Code § 15-19-10 *et seq.*, including the parties' respective contentions as to the propriety of the Warrant of Attachment, the sufficiency of the bond posted in support of the Warrant of Attachment, or Defendant's violations of the Warrant of Attachment while it was in place.

AND IT IS SO ORDERED.



Beaufort Common Pleas

Case Caption: Diana Bright , plaintiff, et al VS Craig Bright

Case Number: 2020CP0701753

Type: Order/Other

So Ordered

Jocelyn Newman

Electronically signed on 2024-10-17 16:10:50 page 4 of 4

EXHIBIT I

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
 COUNTY OF BEAUFORT) Case No. 2020-CP-07-01753

Diana Janura f/k/a Diana Bright,)
)
 Plaintiff) **PLAINTIFF'S OFFER**
) **OF JUDGMENT**
 vs.)
)
 Craig Bright,)
)
 Defendant)
)

TO: **DAWES COOKE, JUSTIN P. NOVAK, and JESSICA STRATTA, ATTORNEYS FOR THE DEFENDANT:**

Pursuant to Rule 68 of the S.C. Rules of Civil Procedure and S.C. Code Ann. § 15-35-400, the Plaintiff Diana Janura f/k/a Diana Bright, makes, through her undersigned counsel, an Offer of Judgment as to all Plaintiff's causes of action in this matter to the Defendant in this action of Two Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$2,750,000.00). Additionally, this Offer of Judgment is contingent upon Defendant dismissing with prejudice and releasing Plaintiff from any and all counterclaims. Plaintiff makes this Offer of Judgment for the purposes specified in the Rule and Statute with intent of seeking interest and costs post-trial.

This Offer of Judgment shall be deemed withdrawn if Defendant fails to file and serve written notice of acceptance within twenty (20) days after the service of this Offer. If deemed withdrawn, this Offer shall not be admissible as evidence at trial except in a proceeding to determine interests and costs.

If the Plaintiff herein ultimately obtains a collective verdict or determination at least as favorable as the rejected offer herein, the Plaintiff shall move the Court to award any recoverable administrative, filing, and other Court costs, including deposition costs, incurred on her behalf

from the date of the offer, plus legal interest computed on the amount of the verdict or award from the date of this offer to the Entry of Judgment, plus such other and further relief as the Court deems just and appropriate.

SOWELL & DuRANT, LLC

By: s/Bess J. DuRant
Thornwell F. Sowell III, SC Bar No. 5197
bsowell@sowelldurant.com
Bess J. DuRant, SC Bar No. 77920
bdurant@sowelldurant.com
1325 Park Street, Suite 100
Columbia, South Carolina 29201
(803) 722-1100

Attorneys for Plaintiff Diana Janura

Columbia, South Carolina
May 6, 2025

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Beaufort
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2020CP0701753

Diana Bright et al
PLAINTIFF(S)

Craig Bright
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

At a hearing on February 19, 2025, the Court heard:
- Defendant's Motion for Reconsideration of Order Regarding Warrant of Attachment (filed on 10/28/24)
- Defendant's Second Motion for Reconsideration of Order Regarding Warrant of Attachment (filed on 12/19/24)
- Plaintiff's Motion to Strike Defendant's Answer and Counterclaims (filed on 11/25/24)

All motions TAKEN UNDER ADVISEMENT.

Defense counsel may respond to Plaintiff's Reply in Support of Motion to Strike (filed on 2/18/25) within 10 days.

Plaintiff's counsel may submit attorneys' fee affidavit within 15 days.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 02/19/2025 .

Diana Janura

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Beaufort Common Pleas

Case Caption: Diana Bright , plaintiff, et al VS Craig Bright

Case Number: 2020CP0701753

Type: Order/Electronic Form 4

So Ordered

Jocelyn Newman

Electronically signed on 2025-02-19 12:25:52 page 3 of 3

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Beaufort
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2020CP0701753

Diana Bright et al
PLAINTIFF(S)

Craig Bright
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Plaintiff's Motion to Strike Defendant's Answer and Counterclaims and Motion to Compel (filed on 11/25/24) is DENIED.

Plaintiff's Motion for Reconsideration of Order Regarding Warrant of Attachment (filed on 10/28/24) and Second Motion for Reconsider Order Regarding Warrant of Attachment (filed on 12/19/24) are GRANTED, and the warrant of attachment is hereby dissolved.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 12/22/2025 .

Diana Janura

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Beaufort Common Pleas

Case Caption: Diana Janura , plaintiff, et al VS Craig Bright

Case Number: 2020CP0701753

Type: Order/Electronic Form 4

So Ordered

Jocelyn Newman

Electronically signed on 2025-12-22 10:50:23 page 3 of 3

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1. I am a Certified Public Accountant licensed by the State of South Carolina and the State of North Carolina.
2. I am a Member in the accounting firm of Level Financial Group, LLC located at 208 North Cedar Street, Summerville, South Carolina. My curriculum vitae is attached to this affidavit.
(Exhibit 1)
3. I was retained by Defendant to assist him and his attorneys, M. Dawes Cook, Jr., Esquire, Justin P. Novak, Esquire, and Jessica W. Stratta, Esquire, in the analysis of various financial aspects of the above-captioned matter.
4. This analysis includes, but is not limited to, the quantification of damages alleged by the Defendant resulting from a Warrant of Attachment (the "Warrant") entered in this matter on November 29, 2023. The Warrant was subsequently revised and amended by Order of the Court on October 17, 2024.
5. My observations and findings associated with this analysis are summarized in this affidavit.

EXHIBIT L

Summary of Alleged Damages

6. Defendant's alleged damages, excluding expenses and loss of value associated with the carrying of items of personal property, are summarized herein and further explained in this affidavit. The "Investment of Charles Schwab Funds" scenario measures the rate of return Defendant could have earned had he been allowed to reinvest the excess cash in his Charles Schwab account as he had done before the Warrant was entered. The "Servicing of Debt with Charles Schwab Funds" scenario measures the excess interest Defendant could have avoided paying had he been able to utilize the uninvested cash funds to service his outstanding debt with Charles Schwab.

Investment of Charles Schwab Funds

24 Widewater Road, Hilton Head, SC	\$ 117,383.99
Charles Schwab Lost Return	220,123.32
Personal Property Carrying Costs	TBD
Uber	<u>4,543.26</u>
Total	<u>\$ 342,050.57</u>

Servicing of Debt with Charles Schwab Funds

24 Widewater Road, Hilton Head, SC	\$ 117,383.99
Charles Schwab Excess Interest	52,205.70
Personal Property Carrying Costs	TBD
Uber	<u>4,543.26</u>
Total	<u>\$ 174,132.95</u>

24 Widewater Road, Hilton Head, South Carolina

7. Prior to the entering of the Warrant on November 29, 2023, Defendant's home located at 24 Widewater Road in Hilton Head, South Carolina was actively being marketed for sale and had

been since August 23, 2023. As of the date of the entering of the Warrant, the list price of the home was \$5,249,000.

8. As provided for in the December 2023 Affidavit of Robert "Moose" Rini, the fair market value of the home was approximately \$4,685,000. Mr. Rini states in his affidavit that he has been continuously licensed by the South Carolina Real Estate Commission since March 22, 1993 and currently serves as Broker-In-Charge of Re/Max Island Realty in Hilton Head, South Carolina.
9. The Warrant was readily available for the public to locate online in the through the Beaufort County Register of Deeds Online Land Records Search Page at book 4293 page 2896.
10. According to Mr. Rini, the entering of the Warrant had resulted in a stigma for the property, and he expected future offers would be below market value to take advantage of the perception that Defendant had legal and financial problems. Mr. Rini further stated the Warrant had strong potential to prevent the property from being sold for full market value.
11. Defendant alleges the entering of the Warrant delayed the sale of the home by approximately 9 months, causing Defendant to incur additional carrying costs associated with the property including: 1) utilities, 2) lawn care, 3) pool maintenance, 4) HOA dues, 5) insurance, 6) monthly debt service, and 7) and property taxes.
12. Although the actual expenses for utilities, lawn care, pool maintenance, HOA dues, and insurance have not been quantified, they are estimated to be \$2,500 per month. The monthly debt service associated with the property was \$9,194.78, and Defendant paid \$12,130.97 in property taxes on January 5, 2024.
13. The estimated carrying costs associated with the property over the 9-month period are estimated to be \$117,383.99

Charles Schwab Investment Account

14. Defendant actively managed a portfolio of investments through his Charles Schwab account (the "Investment Account"). The Warrant restricted Defendant's ability to actively manage the Investment Account.
15. Based on my review of the 2021, 2022, and 2023 1099s issued for the Investment Account, Defendant regularly bought and sold investments throughout the year.
16. At the time of the entering of the Warrant, the Investment Account had a reported fair market value of \$3,723,768.19.¹ Of this balance, only \$39,329.30 was held in cash, or approximately 1% of the balance. Approximately 96% of the value of the account was held in publicly traded equities.
17. For a period after the entry of the Warrant, Defendant was able to sell investments held in the account but was not able to make new investments in the account with the proceeds. As a result, the cash balance of the account had increased to \$1,187,885.20 as of September 30, 2024. At this time, the cash balance of the account represented approximately 26% of the account value.
18. The Warrant restricted the Defendant's ability to reinvest the sale proceeds into new investments within the Investment Account. Because of this, Defendant was only able to earn interest on the cash balance of the Investment Account from November 29, 2024 through October 17, 2024.²
19. The amount of interest earned on the cash balance of the Investment Account from November 29, 2023 through September 26, 2024 was only \$3,312.59.

¹ Balance per statement as of November 30, 2023

² The date the Warrant was issued to the date of the amending of the Warrant.

20. Because of the Warrant, Defendant was not able to utilize the accumulated cash balance in the Investment Account to make additional investments. Although the exact investments Defendant would have made during this period with the cash balance cannot be proven, during the period that Defendant's ability to invest was restricted, all three major publicly traded stock indices reported gains.
21. Even if the Defendant had been permitted to invest in a market mirroring mutual fund during the period of restriction, he would have realized a substantially higher rate of return.
22. If Defendant had been able to invest the idle cash in the Charles Schwab S&P 500 Index Fund (SWPPX), Defendant's return on his investment (before consideration of dividends paid) would have been approximately \$223,435.91 through October 17, 2024.
23. This would have provided a return of approximately \$220,123.32 above the interest earned in the account.

Charles Schwab Credit Line Account

24. The Investment Account collateralized a Charles Schwab credit line (the "Credit Line").
25. As of the date of the Warrant, the balance on the Credit Line was \$2,222,297.33.
26. The Warrant restricted Defendant's ability to use the excess cash held in the Investment Account to pay down the Credit Line.
27. During the period of the Warrant's restrictions, the average annual interest rate on the Credit Line was approximately 6.5%
28. If Defendant had simply been able to use the idle cash in the Investment Account to pay down the Credit Line, instead of making investments with the funds, Defendant would have paid approximately \$52,205.70 less in interest expense.

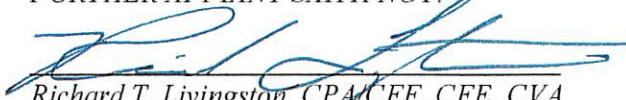
Personal Property

29. Defendant was in the process of selling or planning to sell items of personal property when the Warrant was entered.³
30. As a result of not being able to liquidate these items, Defendant incurred additional carrying costs such as: 1) property taxes, 2) insurance, and 3) monthly debt service. Defendant also claims these items depreciated during the period the restrictions were in place which resulted in him being able to sell these items for a higher price.
31. Damages associated with these items of personal property have not yet been quantified.
32. While the Warrant was in place, Defendant was not able to drive his personal automobiles. As a result, he often had to utilize the services of Uber for transportation. His total charges for using Uber during the period the Warrant was in place were \$4,543.26.

Loss of Use of Funds

33. The above calculation of damages does not consider Defendant's loss of use of the additional carrying costs that may have been avoided on Widewater and the Defendant's personal property had the Warrant not been in place. Had Defendant not incurred these additional costs, the funds could have been used to make additional investments through the Investment Account or been used to make additional reductions of the Credit Line.

FURTHER AFFLIANT SAITH NOT!


Richard T. Livingston, CPA/CFF, CFE, CVA

SWORN to before me this 25th day of February 2025


NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 03-23-27

³ Various vehicles and watercraft.

Exhibit 1

Curriculum Vitae

Richard T. Livingston, CPA/CFF, CFE, CVA

Professional Experience:

2024 – present	Level Financial Group, LLC – Member
2001 – 2024	FORVIS, LLP – Partner
2000 – 2001	McLain, Moise & Associates, PC – Staff Accountant

Education:

Bachelor of Science – Accounting & Business Administration, The Citadel Military College of South Carolina, 2000

Licenses and Accreditations:

Certified in Financial Forensics (CFF)
Certified Valuation Analyst (CVA)
Certified Fraud Examiner (CFE)
Certified Public Accountant (CPA) – South Carolina License Number 6926; North Carolina License Number 38093

Affiliations:

Member: American Institute of Certified Public Accountants (AICPA)
Member: Association of Certified Fraud Examiners (ACFE)
Member: National Association of Certified Valuators and Analysts (NACVA)
Member: South Carolina Association of Certified Public Accountants (SCACPA)
Member: North Carolina Association of Certified Public Accountants (NCACPA)

Depositions and Testimony:

Trask v. Trask – Forensic accounting for partnership dispute. Beaufort County Master-In-Equity Court, South Carolina, March 2006.

Trask and Trask vs. J.D. Shirley, LLC, Shirley, Bell, and Trask – Forensic accounting and accounting standards litigation. Beaufort County, South Carolina, May 2007, August 2007.

Jones vs. Gressette and Sunset Grille, Inc. – Forensic accounting services for shareholder dispute. United States District Court, District of South Carolina, Charleston Division, May 2008.

Ferguson-Majors v. Majors – Forensic accounting services related to marital dissolution. Charleston County Family Court, South Carolina, Ninth Judicial Circuit, September 2008.

State of South Carolina v. Albert J. Salmon, Jr. – Forensic accounting services for criminal tax evasion. South Carolina General Sessions Court, Charleston County, December 2008.

Brandriff, et al. vs. Dataw Island Owners' Association, Inc., et al. – Forensic accounting services for homeowner association litigation. United States District Court, District of South Carolina, Beaufort Division, May 2009.

Glaze vs. Trademark Properties, Inc. and Davis – Forensic accounting services for independent contractor dispute. South Carolina Court of Common Pleas, Ninth Judicial Circuit, Charleston County, July 2009.

Walker, Trustee under the Last Will and Testament of Margaret P. Matthews vs. Them Furniture Company, Inc., Tileston, Powell, Powell, and Jordan – Forensic accounting

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services for shareholder dispute. South Carolina Court of Common Pleas, Ninth Judicial Circuit, Charleston County, January 2010.

Godowns v. Brush Construction, Inc. – Forensic accounting services for construction dispute. South Carolina Court of Common Pleas, Ninth Judicial Circuit, Charleston County, April 2010, May 2013.

Beeson v. Beeson – Forensic accounting services related to bankruptcy hearing. United States Bankruptcy Court, District of South Carolina, Spartanburg Division, July 2010.

Fortson and Fortson v. Quality Haulers, Inc., Brown, and Brown – Forensic accounting services for personal injury case. South Carolina Court of Common Pleas, Spartanburg County, October 2010.

Deyermond v. Zeisler – Forensic accounting services related to marital dissolution. Beaufort County Family Court, South Carolina, Fourteenth Judicial Circuit, May 2011.

Palmetto Orthodontics & TMJ, PA vs. Keith S. Wickizer d/b/a Wickizer Orthodontics – Forensic accounting services for independent contractor dispute. South Carolina Court of Common Pleas, Ninth Judicial Circuit, Charleston County, August 2011.

Grand Jury – Forensic accounting services. United States District Court, Middle District of Georgia, September 2011.

Godowns v. Brush Construction, Inc. – Forensic accounting services related to construction litigation. United States Bankruptcy Court, District of South Carolina, October 2011.

North Carolina Credit Union Division v. Greater Kinston Credit Union – Forensic accounting services related to credit union investigation. North Carolina Credit Union Division, Administrative Hearing, March 2012.

Beeson v. Beeson – Forensic accounting services related to marital dissolution. Anderson County Family Court, South Carolina, Tenth Judicial Circuit, October 2012.

State of South Carolina v. Elizabeth Limehouse Griffith – Forensic accounting services for breach of trust. South Carolina General Sessions Court, Charleston County, November 2012.

Frank Gordon, Jr. as Attorney-in-Fact for Dorothy Gordon vs. Jessie B. Atkinson, Individually, and As Personal Representative of the Estate of Effie D. Drews; Donald W. Lancaster; and Shirrese Brockington as Special Administrator of the Estate of Rudolph Robert Drews – Forensic accounting services for collection of judgment. South Carolina Court of Common Pleas, Ninth Judicial Circuit, Charleston County, June 2013.

St. Stephen Family Dentistry, LLC v. Linda Gregg and Douglas Allen Kaufman – Forensic accounting services for employee embezzlement. South Carolina Court of Common Pleas, Berkeley County, October 2013.

Dyce vs. South Carolina ENT, Allergy & Sleep Medicine, P.A. and Puchalski – Forensic accounting services for shareholder dispute. South Carolina Court of Common Pleas, Kershaw County, November 2013.

McKinley, Cooper & Company, LLC vs. J. Todd Highsmith, Shane Highsmith and Highsmith & Highsmith, LLC – Forensic accounting services for dissociation of former employees. South Carolina Court of Common Pleas, Greenville County, November 2014, December 2014.

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Richard T. Livingston, CPA/CFF, CFE, CVA

Cecilia Kinast Salas v. Patricia Kinast a/k/a Patty Kinast – Forensic accounting services for diminution of estate. United States District Court, Southern District of Florida, Miami Division, January 2015.

Anne Seay-Jones v. Willard Merlin Jones – Court appointed Sequestrator for dissolution of marriage. Charleston County Family Court, South Carolina, Ninth Judicial Circuit, February 2015.

William Reed, et al. vs. Big Water Resort, LLC, et al. – Forensic accounting services for class action. United States District Court, District of South Carolina, Charleston Division, March 2015.

United States of America v. Martin Louis Ballard – Forensic accounting services for criminal matter. United States District Court, District of South Carolina, Charleston Division, May 2015.

J&B Finance Company, Inc. v. D&W Land Development Company, Inc., et al. v. Security Federal Bank – Forensic accounting services for foreclosure action. South Carolina Court of Common Pleas, Aiken County, May 2015.

Med Zone Staffing, LLC vs. The Crosby Agency Summerville, Inc. – Forensic accounting services for breach of contract action. South Carolina Court of Common Pleas, Charleston County, June 2015.

FB Acquisition Property XI, LLC v. William G. Schmidt, Jr. – Forensic accounting services for foreclosure action. South Carolina Court of Common Pleas, Charleston County, August 2015.

Norton, Individually and on behalf of Beaufort OB-GYN Associates, P.A. vs. Fontana, Thompson, and Gynecology Associates of Beaufort, P.C. – Forensic accounting services for shareholder dispute. South Carolina Court of Common Pleas, Beaufort County, October 2015.

William B. Haskin, Jr. v. Samuel W. Rhodes, Jr., Rhodes Investments, Inc., Rhodes Consulting, LLC and Tracey M. Bozzelli – Forensic accounting services for member dispute. South Carolina Court of Common Pleas, Charleston County, November 2015.

Jason C. Myers and IKON Financial Group, LLC v. Chris Young – Forensic accounting services for member dispute. Arbitration, Charleston County, March 2016.

Steven Griebe v. Audrey Griebe – Forensic accounting services related to marital dissolution. Charleston County Family Court, South Carolina, Ninth Judicial Circuit, April 2016, May 2016.

Richard John Adolphi v. National Dental Systems, LLC – Forensic accounting services for wrongful termination. South Carolina Court of Common Pleas, Charleston County, June 2016.

Mary Louise H. Rossignol, Individually and in her capacity as Trustee of the Louis Fredrick Rossignol, III Living Trust, Dated April 9, 2008 vs. James A. Ham, Sr., James A. "Jay" Ham, Jr., Ham & Rossignol Farms, LLC, H & R Holdings, LLC, Folly River Partners, LLC, Palmetto Summit, LLC, Palmetto Summit Aviation, LLC, Kellair, LLC, Carolina Modular, Inc., Hideaway Mountain Development, LLC, Eastern Development Corporation, Loggers Run, LLC, Timbers, LLC, Loggers Run III, LLC, Sawmill Village, LLC and Snowshoe Summit Development, LLC – Forensic accounting services for member dispute. United States District Court, District of South Carolina, Charleston Division, September 2016, August 2017.

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Richard T. Livingston, CPA/CFF, CFE, CVA

Clement F. Goldson (deceased), Individually and Derivatively in Behalf of Spectra True Colour, LLC, and Charles Goldson as Personal Representative of the Estate of Clement F. Goldson, vs. Walter M. Kohn, Nancy Kohn, and Spectra Communications, LLC – Forensic accounting services for member dispute regarding buyout and asset misappropriation. Arbitration, Richland County, December 2016.

David Montanaro and Susan Montanaro and Coastal Collision Works, LLC vs. State Farm Mutual Automotive Insurance Company, State Farm Fire and Casualty Company, Becky Snelgrove and Steve Fields – Forensic accounting services regarding alleged economic damages. South Carolina Court of Common Pleas, Charleston County, February 2017.

Jeffrey J. Lamberson, JLL Holdings, LLC, and Twin Rivers Capital, LLC vs. Michael D. Reardon, and Theresa Drive Development, LLC – Forensic accounting services regarding alleged economic damages. South Carolina Court of Common Pleas, Charleston County, July 2017.

United States of America, ex rel., Academy Health Center, Inc. f/k/a Adventist Health Center, Inc., vs. Hyperion Foundation, Inc. d/b/a Oxford Health & Rehabilitation Center; Altacare Corporation; HP/Ancillaries, Inc.; Long Term Care Services, Inc.; Sentry Healthcare Acquirors, Inc.; HP/Management Group, Inc.; Harry McD. Clark; Julie Mittleider; Douglas K. Mittleider; et al. – Forensic accounting services regarding quality of care issues. United States District Court, Southern District of Mississippi, Northern Division, July 2017.

Diana Krupa v. Eric Grimes – Forensic accounting services related to marital dissolution. Charleston County Family Court, South Carolina, Ninth Judicial Circuit, August 2017, January 2018.

J. Douglas Hinson and Lia Hinson vs. Jackie W. Branch and Wade S. Dunbar Agency, Inc. – Forensic accounting services related to economic damages. South Carolina Court of Common Pleas, Marlboro County, November 2017.

Jaekwon Williams, et al. vs. Woodmen Foundation, et al. – Forensic accounting services related to economic damages. North Carolina General Court of Justice, Superior Court Division, Lenoir County, November 2017.

Lanford v. Lanford – Forensic accounting services related to marital dissolution. Charleston County Family Court, South Carolina, Ninth Judicial Circuit, February 2018.

Youmans v. Youmans – Forensic accounting services related to marital dissolution. Allendale County Family Court, South Carolina, Fourteenth Judicial Circuit, June 2018.

Fernandes v. Fernandes – Forensic accounting services related to marital dissolution. Charleston County Family Court, South Carolina, Ninth Judicial Circuit, August 2018.

Glover v. Glover – Forensic accounting services related to marital dissolution. Superior Court of Chatham County, Georgia, October 2018.

O'Brien v. O'Brien – Forensic accounting services related to child support modification. Charleston County Family Court, South Carolina, Ninth Judicial Circuit, October 2018.

Easton v. Easton – Forensic accounting services related to marital dissolution. Berkeley County Family Court, South Carolina, Ninth Judicial Circuit, February 2019.

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Richard T. Livingston, CPA/CFF, CFE, CVA

Cobb v. Cobb – Forensic accounting services related to child support modification. Berkeley County Family Court, South Carolina, Ninth Judicial Circuit, July 2019.

Susan Butler v. Carl L. King, JD; Megan W. Dunha, JD; and, Culp Elliott & Carpenter, PLLC – Premarital Agreement. United States District Court, District of South Carolina, Charleston Division, August 2019.

Golestan v. Golestan – Forensic accounting services related to marital dissolution. Charleston County Family Court, South Carolina, Ninth Judicial Circuit, August 2019, January 2022.

Gabrish v. Gabrish – Forensic accounting services related to marital dissolution. Berkeley County Family Court, South Carolina, Ninth Judicial Circuit, October 2019.

Trolley Tours, LLC d/b/a SC Bar Car and Josh G. Catigano vs. Highsmith Insurance Agency, Inc. d/b/a Highsmith & Associates and James Lee Camden, Jr. – Forensic accounting services related to economic damages. South Carolina Court of Common Pleas, Ninth Judicial Circuit, Charleston County, December 2019.

Salley v. Salley – Forensic accounting services related to marital dissolution. Aiken County Family Court, South Carolina, Second Judicial Circuit, March 2020, June 2021.

Spaho v. Spaho – Forensic accounting services related to marital dissolution. Horry County Family Court, South Carolina, Fifteenth Judicial Circuit, August 2020.

Swing v. Swing – Forensic accounting services related to marital dissolution. Charleston County Family Court, South Carolina, Ninth Judicial Circuit, March 2021.

Hamilton v. Hamilton – Forensic accounting services related to tracing of retirement accounts. Berkeley County Family Court, South Carolina, Ninth Judicial Circuit, July 2021.

Strauss v. Strauss – Forensic accounting services related to marital dissolution. Beaufort County Family Court, South Carolina, Fourteenth Judicial Circuit, July 2021.

Woods v. Woods – Forensic accounting services related to alimony modification. Barnwell County Family Court, South Carolina, Second Judicial Circuit, August 2021, September 2021.

Sea Cabin on the Ocean VII Oceanside Villas Horizontal Property Regime Council of Co-Owners, Inc. v. Sea Cabin on the Ocean III Horizontal Property Council of Co-Owners, Inc. – Forensic accounting services for homeowner association litigation. South Carolina Court of Common Pleas, Ninth Judicial Circuit, Charleston County, September 2021.

Berger v. Berger – Forensic accounting services related to marital dissolution. Charleston County Family Court, South Carolina, Ninth Judicial Circuit, October 2021, December 2021, February 2023.

Stewart v. Stewart – Forensic accounting services related to marital dissolution. Charleston County Family Court, South Carolina, Ninth Judicial Circuit, December 2021.

Seel v. Seel – Forensic accounting services related to marital dissolution. Charleston County Family Court, South Carolina, Ninth Judicial Circuit, March 2022.

Pinkston v. Walker – Forensic accounting services related to marital dissolution. Berkeley County Family Court, South Carolina, Ninth Judicial Circuit, April 2022.

Sarpong v. Boateng – Forensic accounting services related to marital dissolution. Richland County Family Court, South Carolina, Fifth Judicial Circuit, April 2022.

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- Dean v. Dean – Forensic accounting services related to marital dissolution. Charleston County Family Court, South Carolina, Ninth Judicial Circuit, May 2022, May 2022.
- Gandy v. Gandy – Forensic accounting services related to marital dissolution. Horry County Family Court, South Carolina, Fifteenth Judicial Circuit, July 2022.
- Scherba v. Scherba – Forensic accounting services related to marital dissolution. Lexington County Family Court, South Carolina, Eleventh Judicial Circuit, February 2023.
- Loarca v. Garcia – Forensic accounting services related to marital dissolution. Beaufort County Family Court, South Carolina, Fourteenth Judicial Circuit, March 2023.
- Messina v. Messina – Forensic accounting services related to marital dissolution. Charleston County Family Court, South Carolina, Ninth Judicial Circuit, April 2023.
- Quirici v. Quirici – Forensic accounting services related to marital dissolution. Charleston County Family Court, South Carolina, Ninth Judicial Circuit, May 2023.
- John A. Mangin, III vs. John Mangin, Jr., individually and as Successor Co-Trustee of The Theresa E. Rice Restated Revocable Trust dated April 17, 1980, as Amended and Restated, et al. – Forensic accounting services related to trust dispute. Circuit Court, Hillsborough County, Florida, Thirteenth Judicial Circuit, Probate Division, August 2023.
- Angell v. Angell – Forensic accounting services related to marital dissolution. Horry County Family Court, South Carolina, Fifteenth Judicial Circuit, October 2023.
- Deutsch v. Deutsch – Forensic accounting services related to marital dissolution. Charleston County Family Court, South Carolina, Ninth Judicial Circuit, November 2023.
- Dunn v. Dunn – Forensic accounting services related to marital dissolution. Horry County Family Court, South Carolina, Fifteenth Judicial Circuit, December 2023.
- Holton v. Holton – Forensic accounting services related to marital dissolution. Charleston County Family Court, South Carolina, Ninth Judicial Circuit, January 2024, August 2024
- Nicole Le, individually, and in the right of and as a member of Fly Charleston, LLC, and I can fly, LLC vs. Broker's Exchange, LLC, Channel Remarketing, LLC, Freeman Energies, LLC, Nancy Y. Jordan, William C. Jordan, Tyler Elise Jordan, William C. Jordan, II, Platinum Automotive Center, LLC, South State Bank, JP Morgan Chase Bank, N.A., John Doe 1, and John Doe 2 – Forensic accounting services related to economic damages. South Carolina Court of Common Pleas, Ninth Judicial Circuit, Charleston County, April 2024.
- Kennedy v. Kennedy – Forensic accounting services related to marital dissolution. Beaufort County Family Court, South Carolina, Fourteenth Judicial Circuit, June 2024.
- State Farm Fire and Casualty Company vs. Regelio Reza Hernandez, Earnest Long, Gary Watson – Forensic accounting services related to fire loss. South Carolina Court of Common Pleas, Second Judicial Circuit, Aiken County, South Carolina, June 2024.
- Perrino v. Perrino – Forensic accounting services related to marital dissolution. Horry County Family Court, South Carolina, Fifteenth Judicial Circuit, August 2024.

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Richard T. Livingston, CPA/CFF, CFE, CVA

Sullivan v. Sullivan – Forensic accounting services related to marital dissolution. Berkeley County Family Court, South Carolina, Ninth Judicial Circuit, August 2024.

Mona Phelps v. Steven Warren, Robin Calise, Beneficiaries of the Purported June 18, 2021 Amendment and Restatement of the Albert D. Phelps Jr. Revocable Trust Agreement Dated May 19, 1994, et al. – Forensic accounting services related to trust dispute. Circuit Court, Palm Beach County, Florida, Fifteenth Judicial Circuit, September 2024.

Twillmann v. Twillmann – Forensic accounting services related to marital dissolution. Beaufort County Family Court, South Carolina, Fourteenth Judicial Circuit, October 2024.

Moss v. Moss – Forensic accounting services related to marital dissolution. Charleston County Family Court, South Carolina, Ninth Judicial Circuit, November 2024

Barrett v. Barrett – Forensic accounting services related to marital dissolution. Charleston County Family Court, South Carolina, Ninth Judicial Circuit, November 2024

Hearn v. Hearn – Forensic accounting services related to marital dissolution. Charleston County Family Court, South Carolina, Ninth Judicial Circuit, November 2024

Wilson v. Wilson – Forensic accounting services related to marital dissolution. Horry County Family Court, South Carolina, Fifteenth Judicial Circuit, January 2025.

Tononi v. Tononi – Court appointed Sequestrator for dissolution of marriage. Charleston County Family Court, South Carolina, Ninth Judicial Circuit, January 2025

Jessup v. Jessup – Forensic accounting services related to marital dissolution. Charleston County Family Court, South Carolina, Ninth Judicial Circuit, February 2025