

A. CAMDEN LEWIS
KEITH M. BABCOCK
MARY G. LEWIS
JAMES M. GRIFFIN
ARIAIL E. KING
MARGARET N. FOX*

*ALSO ADMITTED IN N.C.

LB&G

LEWIS, BABCOCK & GRIFFIN L.L.P.

EMAIL: ACL@LBGLLEGAL.COM

1513 HAMPTON STREET
P.O. BOX 11208 (29211)
COLUMBIA, S.C. 29201
FACSIMILE: 803-733-3534
TELEPHONE: 803-771-8000
WEBSITE: WWW.LBGLLEGAL.COM

May 7, 2012

RECEIVED

MAY - 7 2012

Honorable Daniel E. Shearouse
Clerk, Supreme Court of South Carolina
1231 Gervais Street
Columbia, South Carolina 29201

S.C. Supreme Court

Re: Dutch Fork Development Group II, LLC and Dutch Fork Realty, LLC
v. SEL Properties, LLC and Stephen E. Lipscomb, Case No. 05-CP-40-0749
Our File No. 03-358

Dear Mr. Shearouse:

I received in the mail today a copy of Mr. Carpenter's May 3, 2012, letter and attachments, which the letter indicates were hand delivered to the Court. I believe a brief response is appropriate.

The contract of sale between SEL Properties, LLC and Essex Homes, Inc. is dated September 15, 2006. The trial in this case was conducted in October and November of 2007. While there have been some sales after the trial, what I was attempting to convey to the Court was that there was no \$7 million closing and no sales had occurred as of the date of trial. In fact, even as of today, there has not been \$7 million in closed sales.

However, the Essex contract is of no consequence to the matter before the Court. The Plaintiffs' expert witness, Lynn Richards, testified to contract damages between SEL Properties, LLC and both of the Dutch Fork entities as though all lots had been sold (ROA pp. 424-514). Thus, whether lots were sold to Essex Homes after the trial has no impact on the full contract damages presented by the Plaintiffs at trial.

With best regards, I am

Very truly yours,

LEWIS, BABCOCK & GRIFFIN, L.L.P.

A. Camden Lewis

ACL:cg

cc: Charles E. Carpenter, Jr., Esquire