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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

Doyet A. Early, III, Circuit Court Judge

Opinion No. 2016-UP-253 (S.C. Ct. App. filed June 8, 2016)

Melissa J. Lackey-Oremus and James T. Oremus..... Respondents

v.

4 K&D Corporation, d/b/a Grand Estates Auction Company,
Stacy Kirk and Valaria Devine..... Petitioners.

APPENDIX – VOLUME II

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

Doyet A. Early, III, Circuit Court Judge

Case No. 2010-CP-02-03055

Melissa J. Lackey-Oremus and James T. Oremus ..... Appellants

v.

4 K&D Corporation, d/b/a Grand Estates Auction Company,
Stacy Kirk and Valaria Devine ..... Respondents.

RECORD ON APPEAL – VOL. II

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State of South Carolina)
)
County of Aiken)

Melissa J. Lackey-Oremus and James T. Oremus,

Plaintiffs,

vs.

4 K&D Corporation d/b/a Grand Estates Auction Company, Grand Estates Advertising, LLC, Stacy Kirk, Scott Kirk, Valeria Devine, Karl Wesley Hirshhorn, Erin Francis Hirschhorn, individually, and as Trustees of the Karl Wesley Hirschhorn and Erin Francis Hirschhorn Revocable Trust dated May 24, 1993,

Defendants.

4 K&D Corporation d/b/a Grand Estates Auction Company, Grand Estates Advertising , LLC,

Third-Party Plaintiffs,

vs.

William A. Higgins,

Third-Party Defendant.

2010-CP-02-3055

Deposition

of

James Oremus

Date: August 8, 2013
Time: 11:26 a.m.
Location:
Braithwaite, Farmer, Boni & Timmerman, 759 Richland Avenue West, Aiken, South Carolina

Court Reporter:
Kathleen R. Tackett, CVR

Q Okay. What paperwork did you fill out?
A Now, I'm not a hundred percent sure about this. I believe it was, at that time, we had to give them, you know, information as far as who we were. And I think it was at that time we had to list what our opening bid was. But you couldn't hang me on a cross for that one if I'm wrong.
Q Okay.
A I -- I -- I think that's when we had to put, you know, what our opening bid would be.
Q Okay. And -- and do you recall who you worked with to submit the paperwork?
A That would've been that Mark.
Q Mark. Okay. Do you recall having any --
A I'm not even sure his name's Mark. I'm almost sure his name's Mark.
Q Sure. Okay. We'll call him Mark for --
A Yeah.
Q -- for today to make things easier, but I won't hold you to --
A Yeah.
Q -- that.
A Thanks. If you find out a -- a Mark never worked there . . .
Q And -- and did you speak with Stacy Kirk during the

A But she remembers stuff better than I do.
Q Okay. And who was the auctioneer?
A His name was Bill Higgins.
Q Do you know Bill Higgins?
A No. Just that he was the auctioneer.
Q And you'd never met him --
A No.
Q -- prior to the auction? Okay.
And do you -- do you remember how the auction started?
A How it started?
Q Yes.
A I remember them saying that there was -- there was some commotion going on. If you could picture this room being sort of like this room here, and the entrance was -- would've been to my right to get into this room. This would've been maybe, like, their main ballroom or dining room or something. And there was people, kind of, walking around in the entrance there, and Stacy was in and -- was in and out a few -- a few times.
And then I don't remember -- I don't want to misrepresent myself. It seems to me I remember her saying something about there being a person that they had to ask to leave. And then -- then the --

that was it. That was the end of that conversation and the auction started.

Q And she told that to you or to -- ?

A Well, to the group. To the room.

Q Okay. And did -- and had you had any conversations with her at this point?

A No. No.

Q You -- you'd never talk -- talked to Stacy?

A No. I'm not sure that we knew who Stacy was until she started to speak up a little bit more as the auction was going on. And then we were able to figure out that, you know, she must've been somebody important.

Q Okay. And, once the auction went underway, do you remember who made the first bid?

A No. I -- I -- I don't know any of the names of anybody that -- that bid. The only person, as was mentioned before, was this Jane Page Thompson. And I'm not sure, but I don't think I remember her ever bidding. So, like I said, if she didn't bid, then I don't know anybody else who bid.

Q Okay. And were you the one actually doing the bidding, or was it your wife?

A No. She -- she held the paddle.

Q Okay.

A It's a wife thing.
Q I can -- I can understand that.
And, during the auction, do you recall anyone soliciting bids other than Bill Higgins?
A Yes. Stacy did.
Q Okay. Anyone else?
A This Mark character, he came up to me, I remember, at one point, and started rubbing my shoulders like, "Come on, buddy. You can do it. You can do it," you know. Except -- you know, that's what they're there for.
Q Right.
A You know, to get -- you know, to get people --
Q Sure.
A -- you know, pumped up.
Q Okay. And -- and do you remember any bidders speaking up during the auction?
A No.
Q Okay. Do you remember your wife speaking up during the auction?
A No.
Q Okay.
A Maybe to me, in a whisper, but not speaking, you know, up louder than a whisper.
Q She didn't say anything to encourage other people

to bid?
A Oh, no. No.
Q Okay. And --
A And we didn't want anybody else to bid. We wanted to get it as cheap as we could.
Q All right. And after -- and you were the winning -- the high bid?
A Yes.
Q And what was the amount of that bid?
A 1,875,000.
Q Okay. And do you recall what happened immediately after the gavel went down?
A Right after the gavel went down, I remember standing up and chatting it up with some -- with some folks, you know, "Congratulations," this and that. And then we went outside to, sort of, high-five each other, I guess, and, you know, just to kind of -- "Can you believe that this just happened?"

And then I went to walk back inside, and standing in the doorway was -- Nancy Cerra and Stacy Kirk were talking. And I said something like -- I'm sorry. Do you --
Q I --
A -- want to say something?

Q No. I -- I -- I don't want to cut you off, but -- but we'll get to that part in a minute.
A Okay.
Q Right now I just want to know about while you were still in the auction room --
A Oh, I'm sorry.
Q -- after the auction. You said that you had some conversations with some folks?
A I don't remember myself having any conversation with, maybe, Nancy. I think that Melissa had maybe spoken to a person or two, but we pretty much weren't interested -- I don't want to sound rude, but we pretty much weren't interested in talking to anybody else except for ourselves. You know, it's --
Q Why is that?
A Because this was such a big deal. You know, this is -- this is a house that is historic. It's downtown Aiken. We got it at -- at what we thought was just a tremendous deal, and we didn't really want to talk to anybody else about that at that moment. We wanted to, kind of, just go outside and -- and just, you know, fist pump maybe a little bit to ourselves. But we're -- we're not gloaters, grandstanders, or anything like that, so we -- I

think we just kind of wanted to keep it to ourselves.

Q Okay. And -- and -- but you did say y'all made some small talk. Do you remember who that small talk was with?

A Excuse me. No. I don't.

I -- I know that in Melissa's testimony -- or deposition she had mentioned Jane Page Thompson. At the time, we didn't know Jane Page, so she doesn't really stand out to me. I know she was there. I do remember seeing her, but as far as whether Melissa was talking to her, I -- I don't -- I don't recall that. I -- I just remember being kind of caught up in the moment and, you know --

Q And -- and you don't remember, specifically, anybody besides you, your wife, and Nancy Cerra?

A You mean as far as --

Q That conversation immediately after the auction.

A No. The -- the -- the only conversation I was ever in was me, Nancy, and Melissa.

Q Okay. All right. Then you said y'all went outside?

A Correct.

Q And you went by your car, I think?

A Right.

Q Who else was there?
A I think, when we first walked out, Nancy was part of our three-ring circus. And then Nancy, then, walked back into the house, and then it was just Melissa and I. And, if anybody else came up to us and said, "Congratulations. Wow," anything like that, I don't recall that, honestly. It was a pretty euphoric moment, to be honest with you, so I'm not really aware of what -- anything else was going on, you know, around, besides Melissa and I.
Q Okay.
A Until what happened next.
Q All right. What happened next?
A Well, then what happened next was -- what I was starting to say was -- is: I walked back into the house, and the two women, Nancy Cerra and Stacy Kirk, were talking almost right in the threshold of the doorway. And I think I almost remember saying something like, "Okay. Let's go sign the papers, and tell me where to wire transfer the money."

And it was one of the two women said, "There's a problem."

"Really. What's the -- what's the problem?"

And "The problem is that . . ." This -- at this point, it had to have been Stacy that would've

said this. "Remember the guy in the beginning of the auction that we didn't allow in? Well, turns out, we should have, that his paperwork had been -- had been proper, and we should not have excluded him from the bid. And worst -- more worse than that is -- is that his bid," which everybody had to have an opening bid on -- you know, documented on paper. "His opening bid was $2 million. And the homeowner is furious."

I don't think Melissa remembered -- well, she actually hadn't heard this. "The homeowner is furious; the buyer is furious, and they're both threatening to sue."

And should I stop, or do you want me to just keep --

Q No.

A -- going?

Q Keep going.

A Keep going? "They're both threatening to sue."

Well, I looked at -- I looked at Stacy and -- and I felt for her. I'm not just making this up when I say that -- maybe it's a guy thing, you know, with a -- you know, with a female-type thing. You know, but I -- I mean, I -- I felt for her. I mean, you know, somebody's threatening -- not just

one person, but two people are threatening to sue and that you -- you screwed up, and you didn't let somebody in.

I can appreciate that. I've messed up things in my life, and this was -- it was like, "Okay. This person outbid us. We understand that. That's fine. Let's just let him -- let him have the house. He -- he outbid us."

Q And that's what you said to her?

A That's what I said to Stacy.

Q Okay. And then what happened?

A At that point, Melissa had come up, and this is why maybe Melissa is not as on this as I was because I had that initial conversation.

At that point, Melissa comes up. I break the news to her that, you know, in an instant, this thing went from good to bad. We went in the office and, kind of, went -- you know, ginned over this thing some more. And Stacy, having a fairly frantic look on her face, I said -- or she said -- I'm sure -- I'm sure it had to have been her, "Why don't we -- why don't we make up a release and release your -- we could release your bid."

And she got on the phone with somebody from corporate. I guess, an attorney. And they

dictated this to her. I remember her with her cell phone and writing all of this out. And we did the first one, and then we did the second one that covered for Bill -- Bill Higgins.

Q Okay.

A The release.

Q All right. And who else was there when this was going on?

A Well, Stacy stayed at the desk; Melissa and I were here; Nancy stood, like, in a corner; Bill Higgins was, like, over here, I believe. I -- seems like I remember him off to my right in back of me. And there was a -- a -- another younger lady that was off to my left, I think. But it was -- it -- this was not dictated to the -- the young lady. Stacy wrote -- this is Stacy's handwriting.

Q And you're referring to the releases?

A Correct.

Q Both releases? Okay. And -- and if I could hold those real quick.

I'm going to show you what's been marked, first, as Defendants' Exhibit 2. It has two exhibits tickets on it -- exhibit stickers on here. One was from your wife's deposition, but . . .

Is that -- is that the release that you signed

-- that the first release that you signed, excuse me?

A Yes. I would -- I would say so.

Q And is that your signature there at the bottom of that --

A It is.

Q -- document? Okay.

And I'm showing you, now, what's marked as Defendants' Exhibit 2. It's also marked 1 from your wife's deposition. If you could look at that document.

Is that the second release that you signed?

A Yeah. The real estate auction -- oh, yeah, auctioneer. Yes. Yeah. That's -- that's my --

Q And -- and what was the purpose of the second release, in your mind?

A I believe the second release was to take Bill Higgins -- release him from any action --

Q And did --

A -- legal action.

Q -- did y'all discuss those releases before you signed them?

A We did.

Q And did you read them before you signed them?

A We did.

Q And do you feel like you understood what they meant before you signed them?
A We did.
Q Okay. You told me a moment ago that, when Stacy came to you and telling -- was telling you what had transpired, that you felt sympathetic for her -- or -- or --
A Yes.
Q -- something to that effect? Okay.
What particularly did she say that -- that you relied on in executing those documents?
A I'm sorry. Say that again.
Q What -- what specifically did -- did she say that you relied on when you signed those two documents?
A That I relied on? In other words -- not putting words in your mouth, but what reasoning -- what was the biggest reason why we --
Q What --
A -- signed these?
Q What was the reason --
A What would make --
Q That's -- that's fair.
A Good. Okay. I would say the biggest -- it really is two. One, the man outbid us. And why are we going to cause Grand Estates harm and let them get

sued by multiple people for a bid that we're not going to -- we weren't going higher than 1,875,000. That's high. They have a bid of $2 million. Why are we -- why are we going to hold them up when we're not going to go any higher? I -- I don't -- I don't think that that's right.

Q Okay.

A So, sure. If we could accommodate the Kirks -- and we didn't know them from Adam, by the way. I'm going to do this for anybody -- anybody in this room. I -- well, I'm not going to cause anybody harm just -- you know, why? Because I've got some ego or whatever? No. We're -- we'll sign it. Sure.

Q Okay. So -- so I -- I'm -- I'm -- make sure I'm clear. The first reason was the other bidder?

A Correct.

Q The second reason was you -- you felt bad for --

A Yeah. I felt bad for --

Q -- Ms. Kirk?

A -- for Stacy, sure.

Q Okay. What if she had just said to you, "I totally screwed up this auction. Will you sign releases for the property?" Would you have signed it then?

A In -- in -- without being -- the threats of being

sued and things like that -- that if she --
Q Well, if she had just come to you and said these precise words: "Mr. Oremus, I really screwed up this auction, and there could be some lawsuits because of it. Will you sign these releases?"
A If there could be -- you know, you've got to be clear because --
Q No.
A -- if you --
Q That --
A -- said, "There could be" --
Q There could be.
A -- "some lawsuits," no. We wouldn't have signed.
Q Okay. But, if she had said "We really screwed up. There will be lawsuits," would you have signed them?
A I still don't think we would have signed it. The sympathy thing is -- is one thing, but it's -- there still was the fact that we were outbid. That was really -- that's the driver. We're -- you know, we're -- we were outbid.

The fact that somebody screwed up, no. I -- I don't think so. I'm not saying that we might not have signed it later under, maybe, some pressure or whatever. But not there -- not there on the spot.

Q So right there on the spot, did you feel like you could've said, "No. I'm not signing them. I want the contract, and I want the house"?
A Could I have?
Q Could you have?
A Yeah. Absolutely. We -- we were not forced to -- to sign these documents.
Q Well, why didn't -- why didn't you just say, "I want my property for 1.875"?
A Because I don't think we're that kind of people. I don't -- I don't consider us sharks. We came to the auction thinking -- looking for a deal. This is -- this is what I do. I -- just to clarify, I -- I -- we're 50-50 partners, but I'm probably 95 percent of the business, as far as, you know, I funded the -- funded the business. I run the business. The -- all of them, actually, except for her pottery studio. So this is what I do. I look for opportunities to find deals. And -- and we -- this looked like it was going to be -- this was going to be a great deal.

And I -- and I -- now, I've rambled. Now, I forget exactly what your question was, so I can get to the point.

Q Well -- well, I think that you said that you felt

like, at that point, you could've gotten the property for 1.875?

A Yeah. Oh --

Q But you didn't --

A Okay. That's right. And -- and so that was -- that was great. But, at the same time -- that was a great deal at 1.875 but as the -- as the ticker kept going higher and higher and higher, the deal wasn't -- remember that we had already been in post-crash -- you know, post-crash real estate, so, yes. This was still a hell of a deal, but nobody knew exactly when the market was coming back. So, you know, I felt pretty good with that bid at a million eight.

Q But you didn't feel so good about it to enforce it?

A Not when somebody's saying that they're going to get sued by multiple people.

Q But she never said you're going to get sued, did she?

A No. She didn't say we were going to get sued, but she did say she was going to get sued. And why put somebody through that? We weren't going any higher.

Q So you didn't want to put her through the lawsuit?

A Yeah. Why -- why cause her that pain that now

she's experiencing because of, you know, lying.

Q Okay. You also heard, during your wife's deposition, that she thought y'all could use this for a bed and breakfast or some kind of event destination. Had y'all talked about that during the auction?

A Well, we talked about that. That was -- that's my wife's passion -- is that kind of stuff. We've had weddings at our house and, you know, parties and things like that for -- for people outside of our family. That wasn't -- that wasn't my thinking. My -- I'm an investor. I've recently made a -- a really large transaction here right down the road from here and -- for almost a similar amount of money. And this is what -- this is what I do. I look for deals.

If we could've used it for a bed and breakfast while we were waiting for the market to -- to come back up to sell it, to live in it, and maybe we -- you know, we were just finishing up a house, you know, at the Farmstead subdivision. Maybe we could've made a profit over there for a brand new house, you know, maybe made some money there. Lived in the house -- you know, The Balcony house, made a little money there. This is -- this is just

what I -- this is just what I do. And this was the best opportunity since the deal that I made down the road over here with Mead Hall School. This -- that had been the best opportunity for a good deal in Aiken.

Q What I'm asking you, specifically, though, is -- is what you and your wife talked about using the property for.

A Her -- well, I talked about wanting to use it as an investment property to -- to eventually sell it for a profit. Her idea was the bed and breakfast thing. But, in my mind, the bed and breakfast would only have been something to maybe make -- generate a little income until the day we turn around and the market comes back and we sell it for 3 or 3 1/2 million.

Q Okay. After you signed those two releases, what -- what did you do next?

A After we signed those?

Q After you signed those.

A Shook hands and left.

Q Okay. Were -- were -- did you express any relief to Stacy Kirk or Nancy Cerra for not -- not -- not having to go forward with the sale -- or the purchase of the property?

A No. Not -- not relief. No. I -- I -- no.
Q But were -- did you appear distressed?
A Distressed, as if we had been hoodooed or -- or --
Q Right.
A No. I -- I don't think so. I mean, you know, I -- I go through life believing people, so, no. I don't think I would seem distressed at that time. It seemed like everything was above board.
Q Were you smiling?
A Oh, I don't know. I'm a happy guy. I -- I might've. I don't know.
Q Okay. And then, after you left, what was the next you heard about the -- the -- The Balcony?
A Well, first I called -- I did call -- or the next I heard about The Balcony, let me tell you. That happened at two o'clock. By five, man, the -- the chatter was all over the place. By the next day, already it -- there was the feeling that things weren't quite right. I called Stacy, and those were my exact words on her voice mail: "Stacy, Jim Oremus. I would really appreciate a phone call back. Something just doesn't seem right here. I'd appreciate a phone call back." And then that was -- that was it. She didn't return the -- the phone call.

And then things were quiet for a while, and then the next -- then there was a -- a newspaper article that came out that my wife had referenced in her deposition. I don't remember much of the -- the details. She was the one who actually spoke to the newspaper, but, at that point, I believe -- see, there was two different articles about -- about this, and I don't remember what that first article even said anymore, to be honest with you.

Q Okay.

A And then the next article was more about what -- what was happening with -- with us, you know, as far as our concerns and all. But I don't think there was really anything else until after the -- the house had been sold.

Q Okay.

A That was -- when the -- when the house -- when the house was sold and we found out that it was to somebody else other than the -- the -- this -- this person that supposedly was a $2 million bidder, that's when -- that's when we --

Q Was that the first time you had learned that -- that the -- the $2 million bidder was not actually buying the property?

A Correct.

Q Okay. And approximately when was that?
A I'm not good. A few weeks. I know it sold fairly quickly after the auction, but I -- I can't tell you exactly when -- when that was. Less than a month?
Q Okay. Was that -- was that before or after you started lawyer shopping?
A I can't tell you that.
MR. BRAITHWAITE: Object to the form.
A I -- I don't -- I don't know. Lawyer shopping.
Q That -- that might not have been the best choice of words. Looking for a lawyer. Retaining a lawyer.
Have you ever, after the auction day, had any conversations with Stacy Kirk?
A No.
Q Did you ever call her to express any interest in -- in purchasing the -- The Balcony after auction day?
A I -- no. I took her non-response from my one voice mail -- I heard her non-response loud and clear. She wasn't -- she wasn't talking and -- no. So I did not reach out to her again after that.
Q Okay. And you didn't reach out to anyone else at Grand Estates after the --
A No.
Q Okay. Have you ever spoken with someone by the

at the auction?
A Am I aware of what she said she was going to bid? No.
Q Okay. Have you -- have you -- have you talked to anyone about her -- talked to anyone other than Jane Page about what Jane Page's intentions were at the auction?
A No.
Q Okay. How many auctions have you been to prior to this one?
A Prior to that one? Ten/fifteen maybe. Something like that.
Q How many real estate auctions?
A Zero.
Q Zero.
Are you familiar with the auction process?
A Well, it's -- it's sort of like my wife said, you know, you got a guy up at the front, "Yada yada la-la-la," you know, doing his thing, and you raise your paddle and -- or your hand and, when the bidding stops, if you're the high bid, you win.
Q All right.
A That's -- that's my knowledge of auctions.
Q But your understanding is -- is that whoever gets the high bid in before the paddle goes down wins,

no questions asked?
A Correct.
Q All right. And that was your understanding on the day of the auction?
A Correct.
Q So you felt like you were the winning bidder --
A Yes.
Q -- when the gavel went down?
A Correct.
Q But you still signed the releases?
A We did.
Q You, I'm sure, heard me ask your wife about what she felt like her damages were in this case. What -- what -- what do -- what do you think your damages are?
A Well, it -- it's kind of hard to say, but I -- I honestly believe that that house is a $3 million house, plus. At a minimum, I think it's -- it -- our losses are a million bucks or more.
Q How do you calculate that?
A Just knowing there was a house not too far from there. It's newer, but newer doesn't mean that it's going to be worth more money. It just -- where it is, the history of the place, and just knowing what property has gone for -- gone for

around Aiken over the years. I may've only been here for -- since '05, but I've, you know, talked to a lot of people, you know, now that we're in the real estate business. And I honestly felt that that house was at least a 3 million. Heck, he -- he just paid 2.6, I think, for it just a -- a couple years previous and then put, I think, four or five hundred thousand into it, so -- so, in my mind, it was a $3 million house.

Q Okay. Based on its value when?

A At that time.

Q Okay. But it sold on auction day for 1.875?

A Right.

Q Did you lose any money as a result of this auction?

A Did I lose any money?

Q Any money from out of your pocket?

A Oh, out of my pocket? You know, this may be semantics, but, yeah. I do feel that I lost money out of my pocket. I'm a million dollars less money in my pocket today than I could be.

Q Than you could be?

A Yeah.

Q But -- but my question is -- and -- and I understand that you're calculating your damages, as I understand it, based on what you think you

such a low amount of money.
Q That's what you think?
A That's what I think.
Q Something bad for Grand Estates?
A Something bad for Grand Estates.
Q What -- what if -- what if -- what if there was nothing bad for Grand Estates?
A I don't think you can ask me that because, in my mind, something bad is going to happen. So I can't -- I can't make up something that I don't -- you know, don't --
Q I'm not asking you --
A Yeah.
Q -- to make up. My question initially was: Why do you think they did this? And your testimony was that something bad was going to happen to --
A Yeah.
Q -- them. And I'm telling you, if we suppose that nothing bad was going to happen to them, why would they do this?
A I -- I just don't have an answer for that.
Q Okay. Is it fair to say that you are familiar with the auction process?
A Yeah, I think. Familiar enough.
Q Do you know Valeria Devine?

A I know who she is, but, no, I -- I don't know her.
Q Have you ever spoken to her?
A No.
Q Now, you are aware that you have named her individually in this lawsuit?
A Correct.
Q What's the reason for that?
A She's the owner of the company.
Q Is that the only reason?
A I -- yeah. I -- I think so. I mean, what other reason would there be?
Q Do you know Scott Kirk?
A No. I know of him, but I -- I don't know him.
Q Do you know what his role is with Grand Estates Auction Company?
A I know he's a director in the company.
Q Was he at the auction --
A I --
Q -- of The Balcony?
A I don't know.
Q You named him individually in this lawsuit. Do you know why you named him?
A Because he's a director in the company.
Q It's not because he's the son of Val Devine?
A No. I -- it could be anybody. If he's a director

I/We, James + Melissa Oremus release Grand Estates Auction, The Auctioneer + The real estate broker for any claim for damages monetary or otherwise ~~for the release~~ regarding the auction Sale of 836 Whiskey Road, Aiken, SC.

James Oremus 2.9.10

Melissa Lackey Oremus 2/9/10

Witness Nancy Cerra

Witness William A. Higgins

DEFENDANT'S EXHIBIT Oremus 1 8.8.13 KT

DEFENDANT'S EXHIBIT Lackey/Oremus 2 8.8.13 KT

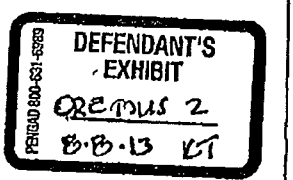
Oremus v. 4K&D Corp., et al
Grand Estates Defendants_002035

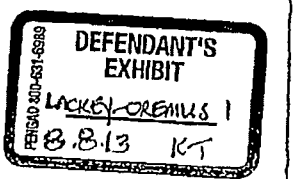
We, ~~James~~ & Melissa Oremus hereby agree to release seller from all obligations of selling us property located at 836 Whiskey Road, Aiken, SC that sold to us at Absolute Auction on February 9th, 2010. We forfeit all right & claim to the property. We also hereby release Grand Estates Auction Co. from all claim rights for any actions performed.

Melissa Lackey Oremus 2/9/2010

James Oremus 2.9.2010

William A. Higgins 2/9/10





Oremus v. 4K&D Corp., et al
Grand Estates Defendants_002033

State of South Carolina)
)
County of Aiken)

Melissa J. Lackey-Oremus and James T. Oremus,

Plaintiffs,

vs.

4 K&D Corporation d/b/a Grand Estates Auction Company, Grand Estates Advertising, LLC, Stacy Kirk, Scott Kirk, Valeria Devine, Karl Wesley Hirschhorn, Erin Francis Hirschhorn, individually, and as Trustees of the Karl Wesley Hirschhorn and Erin Francis Hirschhorn Revocable Trust dated May 24, 1993,

Defendants.

4 K&D Corporation d/b/a Grand Estates Auction Company, Grand Estates Advertising , LLC,

Third-Party Plaintiffs,

vs.

William A. Higgins,

Third-Party Defendant.

2010-CP-02-3055

Deposition

of

Melissa J. Lackey-Oremus

Date: August 8, 2013
Time: 10:04 a.m.
Location:
Braithwaite, Farmer, Boni & Timmerman, 759 Richland Avenue West, Aiken, South Carolina

Reporter:
Kathleen R. Tackett, CVR

Aiken?

A I went to work in Augusta at -- it was South Trust Bank, and then we changed to R-G Crown Bank.

Q Okay. And are you working now?

A Yes. We're business owners.

Q Okay. How long did you work for the bank in Augusta?

A From 2004 -- the end of 2004 until -- it was various banks; when you're a banker, you move around -- to 2006 when I got pregnant with our twins.

Q Okay. And you didn't go back to work for any bank after 2006?

A No. We became business owners.

Q Okay. And what's the nature of the -- of your businesses?

A We own Monkey Joe's, which is an indoor, inflatable playground. We had five stores; we've recently closed two, so we have three Monkey Joe locations. And I own a paint-your-own-pottery studio in Aiken. And we own a real estate company and a trucking company.

Q What's the name of the real estate company?

A MLO Real Estate, LLC.

Q And what does MLO Real Estate do?

A We just have rental houses.
Q How many rental houses?
A Ten or --
Q Approximately.
A Ten or eleven.
Q Okay. Are they all in Aiken?
A We have one in Atlanta.
Q And the last business you -- you told me, what was that?
A The trucking company?
Q Trucking company.
A We just have one truck that employs my father.
Q Okay. And what's the name of that company?
A Jen-Jac, LLC. J-e-n-J-a-c, LLC.
Q And that's here in Aiken, too?
A Yes.
Q Do y'all own the Monkey Joe's on Highway 378 in Lexington?
A No. The --
Q Y'all don't?
A -- Ballengers own that one. No.
Q Oh, okay. That one's very close to my house; that's why I asked.

And MLO, that is strictly a house-renting business?

A That's -- yeah. That's my initials.
Q Residential?
A It's just house -- yeah. Houses, yes.
Q Okay. Do you have any other experience in real estate?
A Just doing mortgages and loans like that at the bank for --
Q Okay.
A -- various years.
Q And -- and what -- what -- what part of mortgages and loans did you do for the bank?
A After it would go to underwriting, in that stage, I would do the approval process for the customers to get them approved for the home and do all the due diligence and get all the paperwork together for the underwriters and then -- so I just would facilitate, you know, closing the loan and things like that.
Q And -- and how -- how many years did you do that?
A Through the various banking years. I'd probably say, out of the ten banking years, probably four -- four years of loan experience.
Q Have you ever had any experience buying and selling properties?
A Just as far as what the paperwork entails, like

A In 2005. Yes.
Q Okay. And the Farmstead Drive residence, y'all -- y'all built that house?
A Yes.
Q How much did you pay for that house?
A To have it built? Just over two million.
Q Okay. And is that property deeded in your name and your husband's name, or is that in some other entity?
A I'm pretty sure it's deeded in our names.
Q Okay. And who built that house?
A Don Cerra.
Q And how did you select Don Cerra to build the home?
A His wife was a realtor of ours showing us homes, and she told us about her husband's building experience. And we thought we'd give him a shot.
Q And what's Don Cerra's wife's name?
A Nancy.
Q Nancy Cerra? Was she the agent who represented you and your husband for the auction of The Balcony?
A She was a realtor that we knew, so we asked her to -- to come with us.
Q Okay.
A Or meet us there.
Q I gotcha. And is the -- is the house at Farmstead

Drive paid for?
A Yes.
Q Or do you have any mortgages on the property now?
A No.
Q Okay. When did you and your husband first become interested in that we're calling "The Balcony"?
A After church on Sunday, we were driving by and saw the auction sign that said "Grand Estates Auction" and said the preview date and said, "Let's check that out. That'd be awesome investment property."
Q And y'all -- and that was just weeks before the auction?
A Uh-huh.
Q Days before?
A Days before. That was -- it was a Sunday after church. We went home, dropped our kids off, and came back to the preview.
Q Okay.
A So the same day that we saw the sign, the same day we went and looked at the house.
Q Was that the Sunday two days before the actual auction or was that --
A Uh-huh. I think we had seen the sign, you know, previous days before, but that day it reminded us we -- we should go check it out.

Like (demonstrates), you know. You know, just making noises like, "What?" You know, like, "I can't believe nobody's" -- you know, there -- it was just really calm. It was, like, really quiet. It wasn't a lot of energy in the room.

Q I gotcha. Now, you -- you said a moment ago it was typical auction fashion; what's your experiences -- what's your experience been with prior auctions?

A Just with the auctioneer talking fast or, you know, a guy at the front of the room with a gavel trying to get bids. You know, any kind of auction, whether it be real estate auction or, you know, a school auction or any kind of auction; that's just what I meant.

Q Sure. How many auctions have you been to?

A This was my first real estate auction. Only things like silent auctions and fundraisers and things like that have I been to. I think, when I was younger, I went to a -- a junk auction with my dad.

Q So with an auctioneer who -- as you said, "speaking fast" --

A Uh-huh.

Q -- that's -- this was your first ever?

A Not first ever auction with a fast-speaking auctioneer. No.

Q Okay.
A But real estate auction, yes.
Q How many auctions -- not real estate auctions but just auctions with an auctioneer who does that kind of thing have -- have you been to prior to this one?
A Six, maybe.
Q Okay. Where were those? Can you recall?
A I don't know if the dates were before or after. It's hard to -- hard to remember what all we've been to. I don't know without sitting and thinking about what I've done.
Q Okay.
A I just know I've done things.
Q And --
A I don't remember, like, when and, you know, what I was doing.
Q And have -- had you been to auctions with your husband before?
A Yes.
Q What were those auctions for?
A I'm thinking of school auctions we went to -- we went to for our kids' school, Westminster Auction, and -- where you bid on donated items and things like that.

where the number was.
Q Do you recall anyone walking out during the auction?
A People may have got up to go to the restroom or something, but I don't -- I wasn't paying attention to them.
Q How about another bidder? Do you remember them getting up in the auction -- someone who had actually put their paddle up bidding on --
A And then walking out of the room? No. I --
Q Okay. And you don't recall saying anything to other bidders to solicit bids from them?
A No. No.
Q Did your husband do that?
A No.
Q Okay. And what was the result of the auction?
A It got to 1.875. We had put up our paddle at that amount. He tried to -- Bill Higgins tried to get more bids and, finally, after a few minutes of nobody else bidding, gavel down, "Sold, Bidder 22 for 1.875."
Q And what happened then?
A We stood up and was, like, "Wow. We just won. I can't believe we won it for such a great price." And then Jane Page Thompson walked over and

congratulated us and said, "Welcome to the neighborhood. How many horses do you have?" And I told her we didn't have any horses; we have dogs.

Q Is that all that was said?

A Pretty much it. I think I was just trying to get away from there. I wanted to talk to my husband and kind of just go everything that -- what was next. And they told us they needed to fill out paperwork with us, and we walked outside. And then that's when they, you know, told us that there was a problem.

Q When you spoke with Jane Page Thompson, did -- did you share with Jane what your plans for the property were?

A I want to say I might've told her that we might use it for investment property. I told her I wasn't sure. I want to say that, but I can't recall exact words to her. I know I didn't, like, say, "Oh, this is what I'm going to do." I never said because we weren't sure yet. I mean, we had no idea what the outcome of the auction was going to be.

Q And how did she respond? It sounded like you -- you -- you told her at least that you may use it as investment property. How did she --

A I want to --
Q -- respond to that?
A I may have said that. She's a different character. I don't recall what she said because I was half-listening to her, if that makes any sense. You know, you're listening to somebody, but you're half-listening because you really don't care what they have to say. So it was just -- I wasn't focused on our conversation, so.
Q Do you recall her telling you that -- that it was zoned residential so you couldn't use it for --
A She never once --
Q -- any commercial purpose?
A -- said that. She never once said that.
Q Okay. Do you recall talking to anyone else after the auction before you went outside?
A I think they said, "See us for some paperwork. Give us just a few minutes." I think Stacy Kirk might have said, "Give us a few minutes, and we'll have the paperwork ready for you to sign." So.
Q Okay. And, after she -- after Stacy Kirk told you to give you a few minutes, did she leave? Do you know where she went?
A She went back to that little makeshift office that they were using in there.

Q Okay. And where did -- where did you go?
A We went out the front door and stood by our cars and were just kind of talking about, like, "Wow, honey, we just won this house. How exciting. Can you believe we got it for such a great deal? It's a steal. It's awesome."
Q And it was just you and your husband?
A I want to say Nancy was out there as well -- in and out, but he and I were talking for a few minutes. And then -- and then he -- I don't -- I forget -- I might've been talking to somebody, but he walked in before I did and found out about the news. So.
Q Okay. Did Jane Page come outside and talk to you?
A No.
Q Did anyone else that was in -- in the auction room come out and talk to you besides Nancy?
A Just random people that were in there. I don't know who they were. "Congrats." "Congrats." And I'm just like, "Thank you." "Thank you," you know.
Q Okay. Did -- did any of those people tell you that the property was -- was zoned residential at that point?
A I didn't find out that the house was zoned residential till just recently.
Q Okay. And --

steps. And then he, like, waved me in. That's when we started to walk to the back of the room and -- where the office was.

Q I got you. And what was the first thing that was said when you got into the auction -- in -- into that room?

A "Someone outbid you. Someone else won the auction, and he was not allowed in. He had his paperwork in order. And he outbid you. He won. His opening bid was higher than yours."

Q And --

A This was Stacy Kirk who was saying this.

Q What else did she say?

A We need to do the right thing and "sign a piece of paper just, you know, saying that you waive your rights to the property so I won't get sued." We assumed that was the right thing to do because we had lost. We had lost the property. Somebody else outbid us, so we didn't really think that we were signing something away that belonged to us yet because we hadn't signed those papers yet. I mean, we were told the house -- somebody had a $2 million bid -- this random person who did have his paperwork in order had beat us.

Q But that person didn't bid during the auction?

A No. That's why we were -- I mean, we didn't sit and, like, "Oh. You know, he wasn't there," you know. We -- we didn't know the -- all the circumstances yet.

Q Okay. So -- but -- but was anything else said to you?

A Stacy said, "You remember that guy that we didn't let in the auction?" And I remember -- I mean, we started pretty much on time, but I remember somebody kept walking toward the door and then they said everything was fine; come on. So I don't remember somebody else trying to come into the auction, you know, per se. We began and started because we were told "auction had to start; absolute auction; your paperwork had to be in by this time; if it wasn't, then you're out of luck."

Q And was there anything else that was said?

MR. BRAITHWAITE: (To Mr. Taylor) Can I get some clarification? At the beginning when she was just describing, or are you talking about in the -- in -- when they were -- when Stacy was explaining to them what had happened? That's what I'm --

MR. TAYLOR: Good -- good -- good question or good -- good point.

Q When y'all had gone back into the room, Stacy's telling you what's going on. What else did she say?
A That was basically it. I mean, it was -- it was kind of short and sweet. We -- you know, so we -- I was probably in -- not probably. I was asking my husband. I'm like, "Well, how do we know, you know, what his bid was?" You know, I was trying to make us, you know, still be the victors here.

And they were saying, "Well, that person's opening bid was two million; it was -- it outbid yours. They're going to buy the house. They're going to purchase the house." That's why we needed to sign that little waiver thing so he could go ahead and purchase the house for his bid because we weren't planning to go to anything higher than that.

Q Okay. So what you're telling me is -- is that you were told that the person who didn't bid had a bid of $2 million?
A His -- yes.
Q Okay. And were you given the opportunity to outbid that number?
A No.
Q Okay.

A Because the auction had already concluded.
Q All right. Were -- did Stacy say anything else that you haven't already shared with me?
A Not to my knowledge. Maybe small talk of just clarifying my questions, which I ramble a lot. I don't know.
Q All right. And do you recall any of the questions that you asked her?
A Just clarification as to how -- how this person bid -- outbid us -- how they beat us. And she was saying that, "His opening bid was higher than your opening bid." So saying he was going to go to that point, assuring us that he wanted the house for that amount. And that -- she explained that his paperwork was in order and he had it in on time and it was their mistake that they didn't let him bid.
Q It was whose mistake?
A The auction company -- or Grand Estates should have let him bid, that his paperwork was in on time.
Q So your understanding, then, was that Grand Estates had made a mistake?
A Yes.
Q Okay. And you were not given a chance to outbid his --
A No.

Q -- $2 million bid?
A No.
Q Okay. Who else was there when this conversation was going on?
A It was all of us in the room. It was my husband, Stacy, Bill Higgins -- I don't know her name; there was a -- a girl that was, I think, the assistant to Stacy, and there was a guy there. I don't know his name. But it was that guy that was there the day before -- the preview, but --
Q I got you.
A -- I don't think I ever knew his name.
Q Was a gentleman named Frankie Thomas there?
A If so, I don't even know that name.
Q Okay. The only people that you know by name that were there were you, your husband, Stacy, Bill Higgins, and Nancy Cerra?
A Yes. And Nancy as well. Yes.
Q Okay. Anybody else that you can think of?
A Not that was in that room that I know or remember.
Q Was it a closed door?
A No. The door was open where you could walk in; it was a smaller parlor room with a -- you know, a desk set up in there. But the door was open where people could freely come and go. And there was

commotion behind me because of where I was sitting.
Q Was there any attempt by anyone to keep the conversation private?
A Not to my knowledge. Nobody said, "Shut the door," or "Let's -- let's" -- I mean, I think for the most part everybody that was involved was in that room. I don't think random people were just walking in.
Q And so far you've told me what Stacy said and that you asked questions. Do you recall your husband saying anything during that conference?
A "They outbid us; we lost. Then, just give it to them," you know.
Q Okay.
A I think he was a little perturbed at this point.
Q Anything else that you can recall him saying?
A I think I said to him, "Maybe it just wasn't meant to be. This wasn't our plan. We owned a house for a minute and now we don't, so we'll move on."
Q Okay. Did Bill Higgins say anything during the conversation?
A I think he looked just upset. He looked distressed because, I think, either Nancy was talking to him -- maybe Jim talked to him about what had happened, and he was like, "I" -- you know, just -- I mean, if he said anything relevant, I don't remember --

A They were still writing it while we walked in.
Q I got you. Who was writing it?
A Whoever -- whatever Stacy was dictating to whoever to write, I believe.
Q Okay. So Stacy was telling someone what to write?
A Yes.
Q And -- and was it the girl that was in there with her writing it, or do you know who wrote it?
A I believe so. I want to say -- she might have been on the phone. I don't remember that. I don't --
Q All right.
A I don't know.
Q Fair enough. I'm going to show you what's been marked as Defendants' Exhibit 1. Do you recognize that document?
A Yes.
Q And I'm going to ask you to read it to me, if you would, please.
A Oh. "We, James and Melissa Oremus, hereby agree to release seller from all obligations of selling us property located at 836 Whiskey Road, Aiken, South Carolina that sold to us at absolute auction on February 9th, 2010. We forfeit all right to claim to the" -- or "forfeit and claim to the property. We, also, hereby release Grand Estates Auction

Company from all claim rights for any auction -- actions performed."

Q And it looks like under there, there's three signatures?

A It's mine, my husband's, and Bill Higgins'.

Q And which one, specifically, is your signature?

A The top one.

Q And you signed that?

A Yes.

Q Okay. After you signed this -- well -- well, first tell me: Did you read this before you signed it?

A Yes.

Q Did your husband read this before he signed it?

A I believe so. I can't speak for him.

Q Did y'all -- well, did -- did -- did he look at it and look like he was reading it?

A I presume so, yes.

Q Okay. Did -- did you speak to anyone about what this said before you signed it?

A We were told by Stacy that this was just so she wouldn't get sued.

Q Okay. Because she had felt like --

A That would be the right thing, so we can just clear this matter up right away.

Q But she felt like Grand Estates had made some

mistakes?
A Right.
Q Okay. And after --
A And we didn't want to be rude to the person who outbid us and won the house. We thought this was so he could take the house over right away, you know.
Q Right. And, after you signed this, what happened?
A We walked away. We went home.
MR. TAYLOR: Rob, there's the second.
Q Do you recall being presented with a second release?
A I guess. If my name's on it.
Q Well, I'm going to show you, now, what's been marked as Defendants' Exhibit 2. Do you recognize this document?
A We signed one first, and then they -- I do remember they made us sign another one. I guess they didn't like the wording in the first one, so we did another one.
Q Okay. And can you read the second one for me?
A "We, James and Melissa Oremus, release Grand Estates Auction, the auctioneer, and the real estate broker for any claim for damages, monetary or otherwise, regarding the auction sale of 836

A -- so nobody would get sued. We assumed this person was going to take ownership because they were going to bid higher than we were going to bid regardless. We never, you know, thought otherwise. I mean, that was kind of going to be the end of it till we started figuring out what we were going to do.

Q I understand. And, after you signed the second one, did you have any more conversations with anyone at Grand Estates?

A My husband tried to call Stacy Kirk with no response.

Q Okay. I mean the day of the auction?

A The day of the auction, no. We were still collecting our thoughts of what just happened. You're on this great big high; then you go down. And so we were just kind of left --

Q All right. And did you express any relief that you were not going to be buying this property to Stacy Kirk?

A No. Just kind of sad, disappointed.

Q Did you tell anyone that -- scratch that. I'm sorry.

You don't recall any other conversations after the auction that -- after -- excuse me -- after you

that was from Charleston.
Q Okay. And you don't recall any other conversations?
A That's it.
Q Okay. And you didn't have a conversation with Jane Page Thompson after that?
A No.
Q Okay.
A Never about this.
Q All right. And when was the next time anything regarding The Balcony came up to -- for you?
A The newspaper called me and asked me for my comments on what happened.
Q When did the newspaper call you?
A I don't know the exact date. A few days after -- the next day after, maybe.
Q And what did the newspaper say to you?
A He just wanted to know what had happened. He, pretty much, already had his side of the story. I just tried to set him straight because there was rumor and speculation about what had happened.
Q What did you say to him?
A I think everything I said -- minus a few things and mistakes -- they had put in the paper was pretty much accurate.

Q Did you tell him that you were expecting an opportunity to bid -- to outbid the -- the person who had supposedly been forced out of the auction?
A I think that might have come when we found out that somebody other than this mysterious bidder didn't purchase the property.
Q Okay. When did you find out that -- that -- the -- the person who was forced out of the auction did not purchase the property?
A When I read it online. I don't know if it was a day later or a week later -- a couple weeks later. I'm not sure the exact day. Just reading online about Stacy Kirk and the Davises became fast friends at a fox hunt, and they were purchasing The Balcony. I think that was just under, like, a Google search when I was looking up information on it.
Q And had you ever met the Davises?
A No.
Q Have you -- so you never had a conversation with them before?
A I've never met them, no.
Q Okay. Do you recall anything else that you said to the Aiken newspaper?
A I pretty much just told him what had happened that

day. I just -- he had the whole story; I just made sure our names were clear about what happened.

Q How do you mean you made sure your names were clear?

A He was saying that it was rumored that we didn't have the money to make the purchase, that's what made the auction void. Because nobody really knew unless they were there, and everybody was kind of tight-lipped about what had happened. And that was not the case at all, so I, you know, made that known that that was not the case.

Q Okay. Anything else that you can recall telling the Aiken newspaper?

A Not that was different from anything we've discussed.

Q And -- and I've been saying -- excuse me -- "Aiken Newspaper," but --

A Aiken Standard.

Q Aiken Standard?

A Uh-huh.

Q Is that the only publication that you spoke with?

A Correct.

Q Okay. After the auction, did you ever have any -- after the auction day, did you have any other conversations with Stacy Kirk?

A Myself, I've never spoke to her again.
Q When -- when you found out that -- that the bidder who had been -- had not been allowed to bid did not purchase the property, did you call Grand Estates Auction Company?
A No.
Q Did your husband call Grand Estates Auction Company?
A I can't speak for him, but I don't know if he tried.
Q Okay. Did you expect them to call you?
A I would've expected for them to say -- for them to call everybody in that auction room and say, "Hey. This is another opportunity. Have your finances changed? Or what do you want to do?" I mean, "They didn't buy it. Would you still like it at the 1.875?" I think that should've -- would've been fair.
Q Did you call them back and -- and -- or are you aware --
A It had already --
Q -- of anyone --
A I didn't know this till the Davises had already bought the house.
Q Okay.

A We're not the type of people that would say, "Okay. Davises, move out of your house. We want it for our original price." What can you do? It's already been sold at this point.
Q Okay. Have you ever spoken with anyone by the name of Desiree Watson?
A No.
Q Does that name even ring a bell to you?
A I want to --
MR. BRAITHWAITE: Again, I'm going to caution my client not to discuss anything that she's discussed with us or heard from us.
A I believe that's the last name of somebody that's dealing with this whole thing.
Q Who do you think that is?
A I think she worked for Grand Estates.
Q Do you know anything else about her?
A Just that she's no longer with Grand Estates.
Q Why -- do you know why she's no longer with Grand Estates?
A Not --
MR. BRAITHWAITE: Let's go off the record for a minute.
A -- reasons.
(Off the record from 10:54 a.m.

until 10:56 a.m.)

THE EXAMINATION BY MR. TAYLOR CONTINUES.

Q Before we went off the record, I was asking you what you know about Desiree Watson. Is there anything else that you know about her from your own personal knowledge?

A I wasn't sure that was her last name.

Q Okay.

A So. I did see an e-mail, I want to say, she wrote to Stacy/Valerie -- I don't know everybody's names. I -- I'm sorry.

Q Okay.

A -- just saying that she left the company and, you know -- I don't know how elaborate you want. I saw the e-mail that she wrote. So everything that's in that e-mail I've seen, but I haven't discussed that or I don't know Valerie. I've never talked to her or met her.

Q And you've never talked to -- to Ms. Watson -- Desiree Watson?

A No.

Q After the auction day, did you ever have any conversations by someone named Bill Higgins?

A I've never spoken to him after that day.

Q Okay. Do you know anyone by the name of Barbara

Q What are those?
A Because it's a perfect location to downtown. We've talked about, you know, having our kids right downtown at that school and where downtown shopping and eating is perfect to -- to live in. It's a great house.
Q Okay. Are there any other damages that you're aware of?
A No.
Q Okay. I think you told me a moment ago that you've never spoken with Val Devine; is that --
A Correct.
Q -- accurate?
Do you know who she is?
A Yes.
Q Who is she?
A I believe she is the owner of Grand Estates and the 4 -- or the property -- the -- the 3 Ks or 4 Ks, one D; she's the head honcho.
Q Okay.
A She's the mother.
Q And -- and she's the mother of who?
A The Kirks, Stacy.
Q Okay. And you named her individually in -- in this lawsuit. Do you know why she was named

We, ~~James~~ & Melissa Oremus hereby agree to release seller from all obligations of selling us property located at 836 Whiskey Road, Aiken, SC that sold to us at Absolute Auction on February 9th, 2010. We forfeit all right & claim to the property. We also hereby release Grand Estates Auction Co. from all claim rights for any actions performed.

Melissa Lackey Oremus 2/9/2010

James Oremus 2-9-2010

William A. Higgins 2/9/10

DEFENDANT'S EXHIBIT
ORE-MUS 2
8-8-13 KT
PENGAD 800-631-6989

DEFENDANT'S EXHIBIT
LACKEY-OREMUS 1
8-8-13 K-T
PENGAD 800-631-6989

Oremus v. 4K&D Corp., et al
Grand Estates Defendants_002033

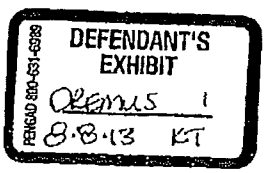
I/We, James + Melissa Oremus release Grand Estates Auction, The Auctioneer + The real estate broker for any claim for damages monetary or otherwise ~~for the release~~ regarding the auction Sale of 836 Whiskey Road, Aiken, SC.

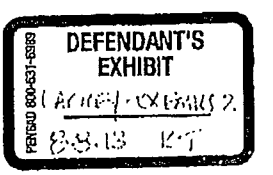
James Oremus 2-9-10

Melissa Lackey Oremus 2/9/10

Witness: Nancy Cessa

Witness: William A. Higgins





Oremus v. 4K&D Corp., et al
Grand Estates Defendants_002035

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN THE COURT OF COMMON PLEAS
CASE NO.: 2010-CP-02-03055

MELISSA J. LACKEY-OREMUS AND JAMES T. OREMUS,

Plaintiffs,

v.

4 K&D CORPORATION, d/b/a GRAND ESTATES AUCTION COMPANY, GRAND ESTATES ADVERTISING, LLC, STACY KIRK, SCOTT KIRK, VALERIA DEVINE, KARL WESLEY HIRSCHHORN, ERIN FRANCIS HIRSCHHORN, INDIVIDUALLY AND AS TRUSTEES OF THE KARL WESLEY HIRSCHHORN AND ERIN FRANCIS HIRSCHHORN REVOCABLE TRUST DATED MAY 24, 1993,

Defendants.

4 K&D CORPORATION d/b/a GRAND ESTATES AUCTION COMPANY AND GRAND ESTATES ADVERTISING COMPANY, LLC,

Third-Party Plaintiffs,

v.

WILLIAM A. HIGGINS,

Third-Party Defendant.

COPY

DEPOSITION
OF
DESIREE M. WATSON
Taken at:
Law Offices of Charles G. Monnett III
6842 Morrison Boulevard, Suite 100
Charlotte, North Carolina
On Tuesday, July 30, 2013
REPORTER: WENDY ALCOCK, RPR
Notary Public

LOWRANCE REPORTING SERVICE, INC.
Charlotte, North Carolina 28277
704.543.7995 - 888.292.4528
Transcribe@LowranceReporting.com www.LowranceReporting.com

fashion.
Q. Okay. Do you know if Randy Wolcott participated as agent for this gentleman, Mark Blazar, at the auction?
A. No, he didn't participate. He was asked to leave.
Q. Okay. How do you know that?
A. Because Mark Blazar called me on the phone and was --
Q. Don't tell me what Mark Blazar said.
A. Okay.
Q. But subsequent to the auction, after the auction was over did you ever have any conversations with either Val Devine or Stacy Kirk regarding this particular bidder, Mark Blazar?
A. I received some phone calls with regards to specifically Mark Blazar, but who I spoke with with regards to specifically Mark Blazar, I don't recall who it was.
Q. Okay. Really what I'm trying to find out is the source of your knowledge that Mark Blazar or his agent did not participate at the auction itself. Do you remember how you found that out?
A. Mark Blazar.
Q. All right. Let me ask you: After the auction was over, who was the first person that you spoke to after the auction ended?
A. You mean who I spoke to as far as the people who were

at the auction physically?
Q. Well, as far as -- as far as, you know, someone reporting to you what occurred at the auction.
A. Val Devine.
Q. Okay. When was that?
A. That was --
Q. Approximately.
A. Approximately about maybe 5, 5 p.m. after the auction was over. The same day of the auction.
Q. All right. And tell us what happened in that particular conversation if you would.
A. Val called me on the phone and she had started to explain to me the things that occurred at the auction.
Q. What did she tell you?
A. After the auction she had told me that luckily Stacy and herself were quickly thinking on their feet, and that if anyone should ask, that I was in receipt of a $2 million written opening bid. And that if anyone should ask about those -- that written opening bid or ask me any questions with regards to the outcome or who won the auction, that I was to direct all those phone calls to Stacy and Val.

And she said that -- you know, that nod, nod, wink, wink, that I was to pretty much say that I was in receipt of these documents and that I had them and

that that $2 million opening bid existed. Nod, nod, wink, wink.

Q. Did she tell you who the $2 million opening bid was supposed to be coming from?

A. No.

Q. Okay. All right. And what did you -- what were you thinking when you were asked to say that there was a $2 million opening bid?

A. There was a lot going on in my mind at the time. I was a little angry at the fact that she had called and asked me to participate in that type of -- just I was upset because she had asked me to lie and to do something that I felt in my mind was illegal.

Q. What was the lie?

A. The lie was to say that I was in receipt of a $2 million opening bid.

Q. All right. Now, you mentioned also that she said something about quick thinking. Val Devine told you that that was quick thinking.

A. Yeah. She said there was quick thinking on her and Stacy's behalf. And she began to tell me how the auction -- you know, what transpired after the auction.

Q. What did she tell you happened at the auction?

A. That it sold, but that her and Stacy were quickly thinking on their feet as to how to get out of the

people that won the auction.
Q. Who was that?
A. The Oremuses. And how they, you know, got them to withdraw the property and --
Q. How did she say they got them to withdraw the property?
A. I don't remember word for word. What I do remember word for word was that, "Luckily, Stacy and I were thinking quickly on our feet." Now, why you would think quickly on your feet after an absolute auction with a high bidder, it was -- she'd said so much. That she basically was not going to sell the property to these people. They found a way not to sell the property to the people who had won the auction.
Q. Was that communicated to you in this phone call?
A. Yes.
Q. All right.
MR. TAYLOR: Rob, are we at a good place to take a break?
MR. BRAITHWAITE: Yeah, yeah, yeah, let's take a break quickly.
VIDEOGRAPHER: This marks the end of disk 1. We are going off the record. The time on the monitor is 1439.
(A recess was taken.)
VIDEOGRAPHER: This marks the beginning of disk 2. We're going on the record. The time on the monitor is 1454.
Q. All right. Ms. Watson, let me ask you: Are you

mentioned to me that Stacy is very scared and very -- and Val said, "If I was Stacy, I would be scared, too," because the sellers in the New York auction were blackmailing her.

Q. Okay. And let me ask you: Did you know what New York auction they were referring to?

A. Yes.

Q. All right. Tell me what you know about the New York auction.

A. The property was being sold in Matinecock, New York. I know that the property did not sell.

Q. Were you present?

A. Yes.

Q. All right. So you went up to New York for that?

A. Yes.

Q. All right. Was it an absolute auction?

A. Yes.

Q. All right. And were you responsible for ensuring that everybody had the proper paperwork submitted as bidders?

A. Yes.

Q. Just tell us what happened at that New York auction if you would, please, ma'am.

A. The auction took place. Started on time, I believe. Stacy Kirk was the auctioneer. And I remember there

being a written -- the high bidder was at $5 million.
Q. All right. Let me ask you this. Do you remember a gentleman by the name of Barry Nathanson being a bidder at that auction?
A. Yes.
Q. Did he participate in the bidding at the auction?
A. Yes.
Q. Was he there personally?
A. Yes.
Q. All right. And tell me, did you see him make a bid?
A. Yes.
Q. All right. What was the high bid that Mr. Nathanson made?
A. I believe the highest bid he made was 4 million.
Q. All right. So Mr. Nathanson bids 4 million. Then what happened?
A. Then the bidder on the phone bid 5 million.
Q. Okay. Do you know who the bidder on the phone was?
A. I don't remember exactly the name of the person on the phone.
Q. Okay.
A. But I remember it being one of Stacy Kirk's friends.
Q. Okay. And tell me, had you reviewed that bidder's paperwork?
A. I had given Stacy Kirk a paddle to provide to the

person who was on the phone that bid the $5 million. There wasn't any registration paperwork to support the bidder on the phone.

Q. Did you say anything to Stacy Kirk about that before the auction started?

A. When I had given her the paddle number, I don't remember what the exact words were, but I do remember the conversations between herself and me was that it was going to be a shill on the phone.

Q. And what is a shill?

A. A shill is -- I don't know the exact definition of a shill. I only know the term used at Grand Estates Auction Company. And a shill is a person that is not a real interested party in purchasing the property. The only interest that they have would be to get the other bidders to bid higher or for the other bidders to believe that they were really interested in buying the property to get the bidding to go higher.

Q. All right. And tell me, you indicated that Stacy Kirk told you that the individual whose package -- whose paddle you supplied to her, the telephone bidder, was a shill?

A. Yes.

Q. Is that right? Was that individual the one that made the $5 million bid?

A. Yes.
Q. Did the property sell for $5 million?
A. Not on auction day.
Q. Well, tell me what happened on auction day.
A. I remember the phone -- after the phone bidder bid 5 million, I remember the phone being passed around to at least one of the bid assistants to confirm that $5 million written opening bid. I remember walking back into the registration room. I remember the seller of that property being very, very angry about what had transpired, and he was cursing. And I asked him to calm down and -- you know, that was...
Q. All right. Did the person who made the $5 million bid buy the property?
A. No.
Q. Okay. Did you know that day that he wasn't going to be buying the property and paying $5 million for it?
A. Yes.
Q. Were you ever made aware that Barry Nathanson, the gentleman that made the $4 million bid, had sued Grand Estates?
A. No.
MR. BRAITHWAITE: Okay. Let's go off the record.
VIDEOGRAPHER: We're going off the record. The time on the monitor is 1533.

(A recess was taken.)

VIDEOGRAPHER: We're going on the record. The time on the monitor is 1542.

Q. All right. Ms. Watson, would you please take a look at No. 13, Plaintiffs' 13, and tell me if you recognize that?

A. Yes.

Q. All right. First of all, what's the first document in Plaintiffs' 13?

A. This is a letter dated January 13th, 2010 that was sent from me to Coleman O'Donnell.

Q. All right. And who is Coleman O'Donnell?

A. He is the videographer who I hired to videotape the Aiken, South Carolina auction.

Q. All right. Now, first of all, do you videotape every auction?

A. Yes.

Q. All right. And how important is the videotaping of the auction?

A. For legality purposes.

Q. All right. And tell me, from the standpoint of Mr. O'Donnell, did you enter into an agreement that he would be the videographer for this?

A. Yes.

Q. And was he paid?

Q Okay. When you were asked to sign these releases, were you told that you were not entitled to the property based on your winning bid?
A We were told we weren't entitled to the property because this other buyer -- or bidder was going to be able to purchase the property because we had lost.
Q Okay. So your testimony is that you were told that you lost the -- the bid?
A Right. And this was just a -- the right thing -- a technical thing.
Q Were you forced to sign that?
A Forced? No.
Q If I could just have one minute to look over --
A Go ahead.
Q -- my stuff and make sure I'm not forgetting anything. We're almost done.

(Off the record from 11:10 a.m. until 11:11 a.m.)

THE EXAMINATION BY MR. TAYLOR CONTINUES.

Q Did anyone tell you that the sellers -- on the day of the auction that the sellers were unhappy with the results of the auction?
A Repeat that. I'm sorry.
Q Did -- on the day of the auction, prior to you

STATE OF SOUTH CAROLINA COUNTY OF AIKEN	)	IN THE COURT OF COMMON PLEAS SECOND JUDICIAL CIRCUIT
MELISSA J. LACKEY-OREMUS AND JAMES T. OREMUS, PLAINTIFFS, Vs. 4 K & D CORPORATION, D/B/A GRAND ESTATES AUCTION COMPANY, GRAND ESTATES ADVERTISING, LLC, STACY KIRK, VALARIA DEVINE, DEFENDANTS.	)	CIVIL ACTION NO.: 2010-CP-02-03055 **AFFIDAVIT OF STACY MARIE KIRK**

COPY
ORIGINAL FILED
MAY 07 2014
AIKEN COUNTY
CLERK OF COURT

PERSONALLY APPEARED before me, Stacy Marie Kirk, who being duly sworn does state as follows:

1) I am over the age of eighteen years and competent in all other respects to make the statements contained herein.
2) I have personal knowledge of the subject matter discussed in this Affidavit.
3) In February of 2010 and the months leading up to the auction, I was the President of Grand Estates Auction Company.
4) Grand Estates Auction Company conducted an auction of the Balcony, a grand Aiken horse farm and estate, on February 9, 2010.
5) Leading up to the auction of the Balcony, Grand Estates Auction Company provided a "Property Purchase Package" to potential purchasers and their brokers.

6) A true, genuine, and authentic copy of the "Property Purchase Package" is attached hereto as Exhibit 1.

7) The "Property Purchase Package" contains an Exhibit D entitled "Preliminary Terms and Conditions of Sale" and an Exhibit E entitled "Bidder's Statement."

8) The Oremuses, the Plaintiffs in this case, were the high bidders during the auction February 9, 2010, but they signed two agreements at the end of the February 9, 2010, releasing their rights to purchase the Balcony. The agreement to purchase was never signed by the high bidder.

9) On February 15, 2010, Brad Boni, a lawyer for the Oremuses, talked with me and requested that I provide him with a copy of the releases signed by the Oremuses. I did so.

10) During my conversation with Mr. Boni, I told Mr. Boni that the Blazars had not purchased the property and that it was still on the market if the Oremuses were interested in purchasing it.

11) The Oremuses made no efforts to purchase the property.

FURTHER AFFIANT SAYETH NOT.

Stacy Marie Kirk

SWORN to before me this
1st day of May, 2014

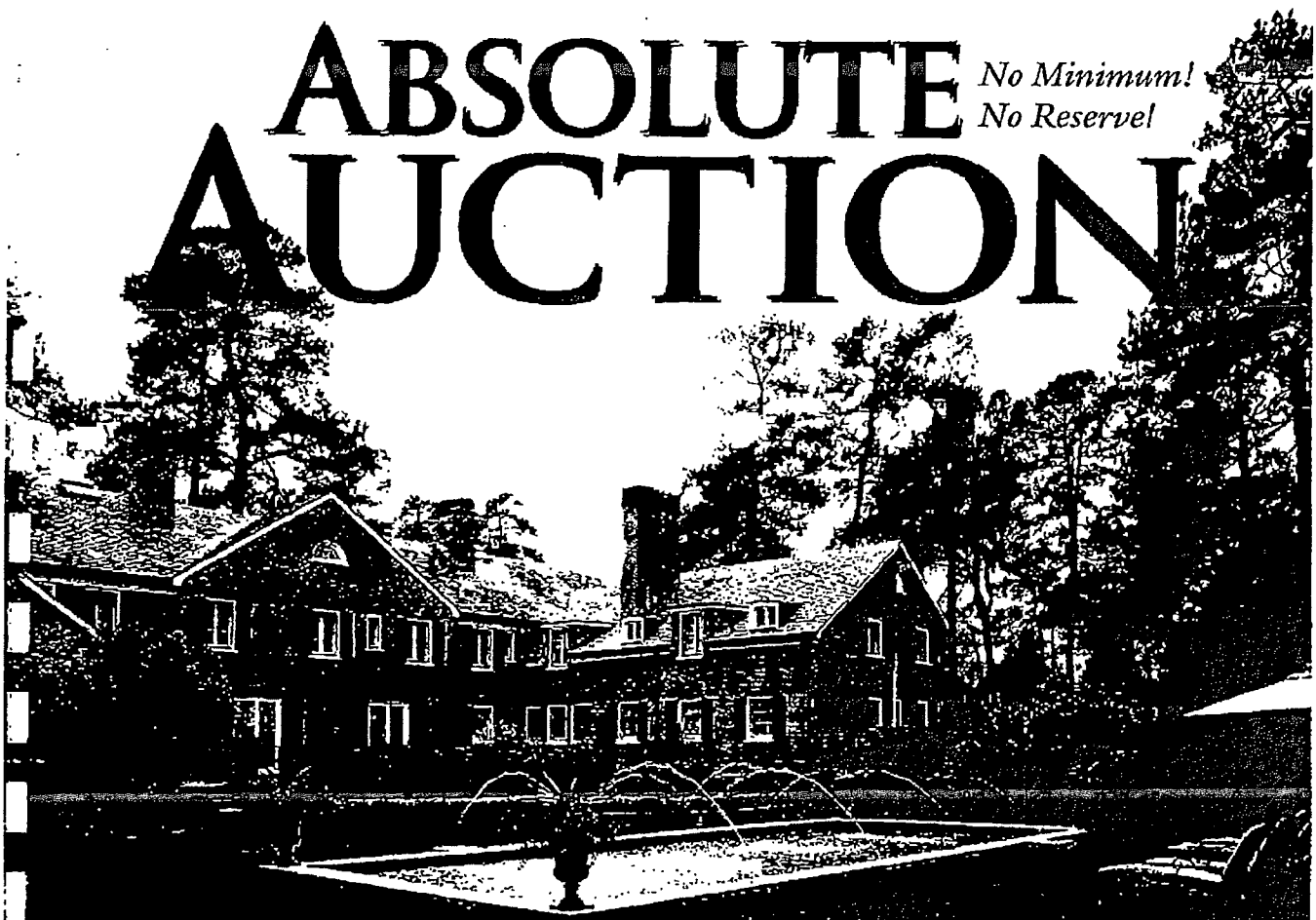
Notary Public for North Carolina
My Commission Expires: February 14, 2017

TRACY A MUNOZ
Notary Public
Mecklenburg County
North Carolina
My Commission Expires Feb 14, 2017

Equestrian Estate in Aiken's Historic District

ABSOLUTE AUCTION

No Minimum!
No Reserve!



Tuesday, February 9th · 2pm *Live! On-Site Bidding!*

"The Balcony"

AIKEN, SC

GRAND ESTATES
AUCTION COMPANY®

1-800-552-8120

www.GrandEstatesAuction.com

"THE BALCONY"
836 WHISKEY ROAD
AIKEN, SOUTH CAROLINA 29801
TUESDAY, FEBRUARY 9, 2010

PREVIEW SCHEDULE:

Friday	February 5, 2010	11 AM – 3 PM
Saturday	February 6, 2010	11 AM – 3 PM
Sunday	February 7, 2010	1 PM – 4 PM
Monday	February 8, 2010	11 AM – 3 PM
Tuesday	February 9, 2010	11 AM – 1:30 PM

REGISTRATION:

Tuesday	February 9, 2010	12 PM – 1:30 PM

***You may also register to bid anytime during the Preview.**

AUCTION:

Tuesday	February 9, 2010	Promptly at 2:00 PM

DIRECTIONS TO THE PROPERTY:

FROM INTERSTATE 20: Take Exit #18, State Road 19/Edgefield Highway and head south for 5.5 miles. Turn left at Augusta Aiken Road/Richland Avenue West and continue for .2 miles. Then take the 3rd right onto Chesterfield Street South and continue for .3 miles. Next, veer left at Whiskey Road, continue for .8 miles and the property will be on the left.

PROPERTY PURCHASE PACKAGE™

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COMMERCIAL LODGING OPTIONS

We recommend the following places to stay. (they are in alphabetical order, not in order of any preference) Please indicate that you are coming for the Whiskey Road Hunt Week and they will all give you a good rate.

ANNIE'S INN - Hwy. 78. Montmorenci. 803-649-6836. Bed and breakfast about 5 miles east of Aiken. Convenient to hunt country. Less than 10 minutes to town. Rooms in the Inn or fully furnished, spacious cottages behind the Inn. Weekly rates are available.

COUNTRY INN & SUITES - 3270 Whiskey Road. Aiken. 803-649-4024. www.countryinns.com Brand new hotel just one mile south of Aiken Mall.

ECONO LODGE - 3560 Richland Ave., West, Aiken. 803-649-3968 Indoor heated pool, in room whirlpool, pet friendly, weekly rates available. I-20 Exit 18

FAIRFIELD INN & SUITES – 185 Colony Parkway, Aiken, SC, 803-648-7808 Newly renovated

GREEN BOUNDARY CLUB - 780 Whiskey Road. Aiken. 803-649-2549. Elegant private club in historic old Aiken mansion. Very large rooms-breakfast included.

GUEST HOUSE AT HOUNDSLAKE - 800-7354587 or 803-648-9535. Comfortable 34 room lodge, most rooms with view of golf course. Continental breakfast. All guests have membership privileges at Houndslake Country Club.. Great for golfing spouses. Foxchase stables 1.5 miles away.

HOTEL AIKEN - 235 Richland Ave. Aiken. 803-648-4265. . Right downtown. Rooms available in the main hotel and in outside rooms.

TOWN AND COUNTRY INN - 2340 Sizemore Circle. South Aiken. 803-642-0270. Bed and breakfast. 5 rooms. They have a few nice stalls and turnout for horses available, which includes bedding. About 10 minutes to downtown.

WILLCOX INN - 100 Colleton Avenue. 803-648-1898. Historic old inn in downtown Aiken.. Recently converted to a Bed and Breakfast.. Call for special Hunt Rates. Tina Mcarthy(803.648.1898)

"THE BALCONY"
836 WHISKEY ROAD
AIKEN, SOUTH CAROLINA 29801
TUESDAY, FEBRUARY 9, 2010
2:00 PM (EST)

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*Final Terms & Conditions will be issued on Auction Day.

SECTION 5: FORMS & INSTRUCTIONS
Telephone Bidding & Wiring Instructions
Sample Bank Letter of Guarantee
Specific Power of Attorney
Buyer Broker Participation & Registration Form
Buyer Opening Bid Incentive Form

GRAND ESTATES AUCTION COMPANY®

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Introduction

ON TUESDAY, FEBRUARY 9, 2010 YOU WILL HAVE THE OPPORTUNITY TO PURCHASE THIS HOME AT YOUR PRICE. COME PREPARED TO BID AND BUY!

In our experience we have found that the auction terminology is confusing to the general public. The following questions are most likely asked:

Why an Auction?

The seller has determined that the most cost effective method of selling this home on a timely basis is to offer it for sale at auction. The auction allows the seller to avoid the costs and length of time associated with a conventional marketing program. **Therefore, the Auction will be your only opportunity to purchase this home at your own price.**

What is a property sold subject to the Seller's confirmation?

Properties that are sold subject to the Seller's confirmation are offered with the Seller reserving the right to reject a top bid for any or all of the properties. If the brochure does not reflect "Absolute" on the property, then it will be sold subject to the Seller's confirmation. However, Seller's spend a great deal of time and money on an auction. They are definitely motivated to sell!

What is an "Absolute" Auction?

Properties offered at Absolute Auction will be sold to the highest bidder, regardless of price, with no minimum and no reserves.

What Title evidence will the buyer receive?

The seller will provide a Preliminary Title Commitment on the property purchased and closed in accordance with the terms and conditions of the Auction Real Estate Sales Contract.

Can I use the services of a Real Estate Broker to assist me?

Grand Estates Auction Company® welcomes broker participation. All you have to do is have your broker contact us and we will fax the Broker Registration Form.

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What does it mean to buy the property "As is, Where is"?

Buyers purchase the property with no guarantees in regards to the condition of the property. Buyers shall rely entirely on their own information, judgment, and their inspection of the property. We invite you and your experts (i.e. contractors, engineers, inspectors, surveyors, land planners etc.) to inspect the property by appointment as many times as you would like (during our viewing times and dates). We want to provide you with ample access to help you assess the available property. Please contact our Auction Information Office at (704) 529-0026 or (800) 552-8120 to make arrangements.

What is a 7.5% Buyer's Premium?

We utilize a 7.5% Buyer's Premium. Simply stated if the bid were $100,000 (example only), the total contract price would be $107,500.00. If you are unsure of this concept, realize if you only want to purchase the property at $100,000 – bid $93,023.26. The total contract price would read $100,000.

Additional information:

1. On-site Licensed Real Estate staff will handle execution of contracts.
2. Potential Bidders can look and inspect the property by appointment only if unable to attend the preview dates scheduled in the brochures.
3. The winning bidder signs the Auction Real Estate Contract and endorses a cashier's check in the amount of $50,000 the day of the auction. Additional funds required (the required 10% deposit) may be paid by personal check.
4. Please have your cashier's check made out to deposit to your own name. This will make it easier to re-deposit should you not be the winning bidder.
5. All buyers' are required to review all the documents in the Property Purchase Package™.
6. All announcements made auction day take precedence over any written or advertised materials; however, the Auction Real Estate Contract as executed shall be controlling.
7. Grand Estates Auction Company® and the seller wish you the best of luck in the bidding process.

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DISCLAIMER &

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AUCTION OVERVIEW

ON TUESDAY, FEBRUARY 9, 2010 YOU WILL HAVE THE OPPORTUNITY TO PURCHASE THIS HOME AT YOUR PRICE. COME PREPARED TO BID AND BUY!

WHY AN AUCTION?
The seller has determined that the most cost effective method of selling this home on a timely basis is to offer it for sale at auction. The auction allows the seller to avoid the costs and length of time associated with a conventional marketing program. **Therefore, the Auction will be your only opportunity to purchase this home at your own price.**

METHOD: On Tuesday, February 9 at 2 PM this property shall be auctioned ABSOLUTE – HIGH BIDDER WINS! Provisions can be made for those who would like to bid offsite. Please contact our office about Phone Bidding details.

PROPERTY LOCATION & DIRECTIONS:
836 WHISKEY ROAD, AIKEN, SOUTH CAROLINA 29501

From Interstate 20:
Take Exit #18, State Road 19/Edgefield Highway and head south for 5.5 miles. Turn left at Augusta Aiken Road/Richland Avenue West and continue for .2 miles. Then take the 3rd right onto Chesterfield Street South and continue for .3 miles. Next, veer left at Whiskey Road, continue for .8 miles and the property will be on the left.

VIEWING:

DAYS	DATES	TIMES
Friday	February 5, 2010	11 AM – 3 PM
Saturday	February 6, 2010	11 AM – 3 PM
Sunday	February 7, 2010	1 PM – 4 PM
Monday	February 8, 2010	11 AM – 3 PM
Tuesday	February 9, 2010	11 AM – 1:30 PM

REGISTRATION:

Tuesday	February 9, 2010	12 PM – 1:30 PM

You may also register to bid at any time during the Preview Schedule.

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AUCTION:
Tuesday February 9, 2010 Promptly at 2:00 PM

We invite you and your experts (i.e. contractors, engineers, inspectors, surveyors, land planners etc.) to inspect the property by appointment as many times as you would like (during our viewing times and dates). We want to provide you with ample access to help you assess the available property. Please contact our Auction Information Office at (704) 529-0026 or (800) 552-8120 to make arrangements.

AUCTION REGISTRATION:
A $50,000 cashier's check (made payable to the bidder) or a personal check along with a bank letter of guarantee, made payable to Richard M Koch Attorney Trust Account, or certified funds, will be required to register to bid on the property. Auction registration begins at 12 PM, Tuesday, February 9, 2010, with the auction beginning promptly at 2:00 PM at the home.

TERMS:
A ten-percent (10%) down payment will be due immediately after being declared the buyer. The registration fee is applied against the ten-percent down payment. The balance is due in cash at closing within 30 days. A 7.5% buyer's premium will be added to the high bid.

BROKER PARTICIPATION:
See Section 5

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Description of Property

A Brief History of Aiken



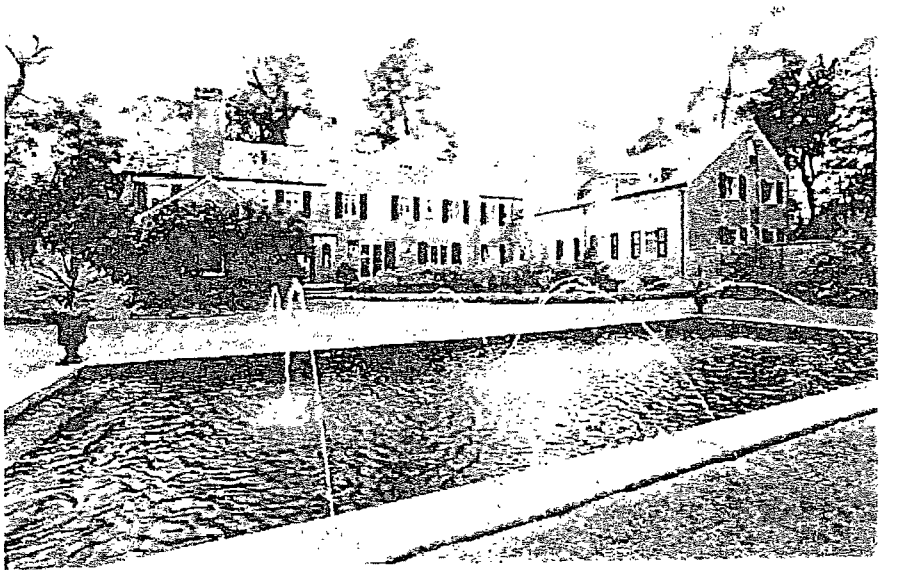
Aiken has long been a visitor's paradise, from it's early days as a health resort to it's current distinction as one of the best places in the USA to retire and live. You will find the locals warm, friendly and eager to make your stay as pleasant and comfortable as possible. Most visitors are quick to recommend Aiken as a great place to visit!

The South Carolina Canal and Railroad Company was established in 1828. William Aiken, President of the Railroad Company and one of South Carolina's leading cotton merchants, hired Horatio Allen, a distinguished engineer who later built the Brooklyn Bridge, to build a railroad from Charleston to Hamburg, South Carolina, a site on the Savannah River. Work began in 1830 and on October 2, 1833, the first train arrived in the newly established town of Aiken, name in honor of the first railroad president. In 1834, engineers Alfred Dexter and C.O. Pascalis laid out the town with its wide streets and parkways and Aiken was chartered in 1835. Aiken attracted many visitors, particularly wealthy Charlestonians who spent their summers at the "place of retreat from the heat and malaria of unhealthier regions.

In 1865, as the War Between the States neared a conclusion, Confederate General Joseph Wheeler took his position in the town of Aiken to oppose Sherman's raid and put an end to the Union advance westward. It was one of Sherman's rare defeats along the way.

Aiken recovered quickly from the War and in 1870 began to attract wealthy Northerners, who were lured to the area by the opportunities for equestrian sports. thus establishing Aiken's celebrated "Winter Colony." Among them was Thomas Hitchcock who with the Whitneys established the tract of land known as Hitchcock Woods for public use.

The restorations experienced in houses and churches reflect the wealth and sophistication of the population during the Winter Colony era and illustrate the impact of the Winter Colony on the community. Hayne Avenue, Colleton Avenue, South Boundary, and Whiskey Road are old, fashionable residential avenues which attracted both local residents and winter visitors to build beautiful homes. Historic downtown Aiken continues to serve as a vibrant hub for the community and provides a unique identity and charm for the area. (*Excerpts from Aiken Chamber)*



The Balcony

836 Whiskey Road
Aiken, South Carolina 29801

History of Aiken

Aiken found it's beginnings with the South Carolina Canal and Railroad Company when it was established in 1828. William Aiken, president of the Railroad Company and one of South Carolina's leading cotton merchants, hired Horatio Allen, a distinguished engineer who later built the Brooklyn Bridge, to build a railroad from Charleston to Hamburg, South Carolina, a site on the Savannah River. Work began in 1830 and on October 2, 1833, the first train arrived in the newly established town of Aiken, named in honor of the first railroad president. In 1834, engineers Alfred Dexter and C. O. Pascalis laid out the town with its wide streets and parkways, and Aiken was chartered in 1835. Aiken attracted many visitors, particularly wealthy Charlestonians who spent their summers at the "place of retreat from the heat and malaria of unhealthier regions." In 1865, as the War Between the States neared a conclusion, Confederate General Joseph Wheeler took his position in the town of Aiken to oppose Sherman's raid and put an end to the Union advance westward. It was one of Sherman's rare defeats along the way.

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Historic downtown Aiken continues to serve as a vibrant business hub for the community and provides a unique identity and charm for the area.



The Original Family of "The Balcony"

In 1929 the Knox Family hired famed architect Julian Peabody of Peabody, Wilson & Brown from New York City. Peabody's firm was planning the most opulent mansions in the northeast. Thereby a family such as the Knox's would only hire who was known to be the best of their time. After much deliberation the plans were completed in June of 1929.

The Knox's like many families in the north were attracted to Aiken for the mild winters, ease of access to Aiken via the railroad, and for their love of all things equestrian. They bred champion trotters, pacers and were avid polo players. Seymour Horace Knox I from Buffalo, New York and made his fortune in five-and-dime stores. He merged his more than 100 stores with those of his first cousins, Frank Winfield Woolworth and Charles Woolworth to form the F.W. Woolworth Company. His son, Seymour Knox II, is the Knox that intiated the construction of "The Balcony." Seymour Jr. had a long career with Marine Midland Bank as a director, vice president and then chairman. He also was extensively involved in the Woolworth Company on the board and as a director. Seymour H. Knox II was the father to Seymour H. Knox III and Northrup R. Knox the original principal owners of the Buffalo Sabres in the National Hockey League.

The Balcony

For generations past, and for contemporaries alike, the Winter Colony of Aiken remains a wonderful escape. This historic home offers timeless details of centuries past while combining all of the conveniences of modern time. A horse-lover's delight and within walking distance of Hitchcock Woods, Whitney Polo Field, the Aiken Training Track, an eventing ring, race track, and Historic Downtown for the best in shopping and restaurants.

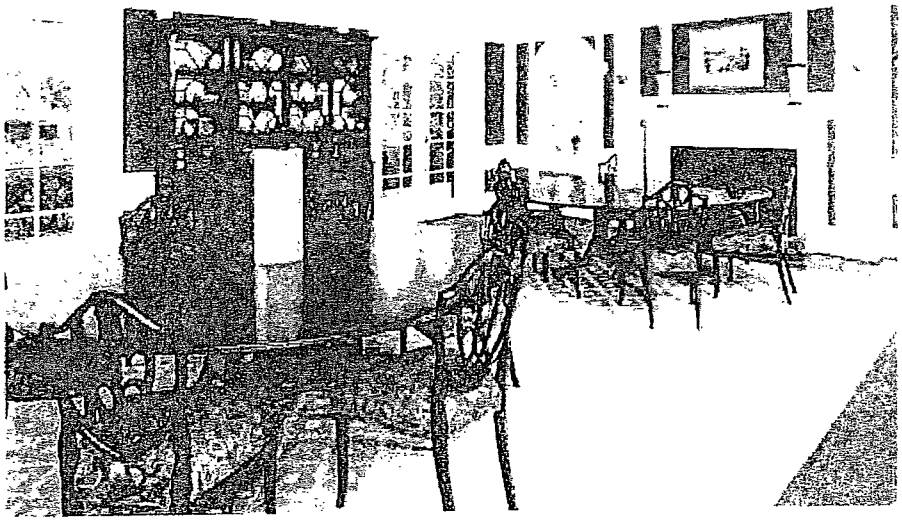
- The Main Residence is in excess of 10,000 sq. ft. with 5 Bedrooms, 8 Full Baths and 2 Half Baths plus In-Law Suite with Kitchenette
- Guest house with 3 Bedrooms and 2 Baths
- Additional Flex Space for His-and-Her Offices, Play Room, Home Gym, Craft Room, or to be used as additional Bedrooms if desired.
- 2008 Master Craftsman Restoration with Original Details throughout including 9 Fireplaces and Wine Cellar
- Paddocks, Sand Riding Arena, 20-Stall Barn with Multiple Tack Rooms, Feed Room, Tool Room, Hay Loft, Laundry Room, including Groom's Quarter's with Kitchenette and Full Bath.
- 5.85± Acres of Mature Gardens & Grounds with Pool, Tennis Court, and the Best in Equestrian Amenities

Enter upon this property and you will immediately recognize that you have arrived someplace very special. The fully walled property of 5.85 acres offers two gated entrances. One formal, and one rear primarily used for equestrian purposes. The grounds have beautifully developed offering large mature Magnolias, Gardenias, Azaleas, Boxwoods, and more.



Enter into the home as one would have done nearly a century ago leaving your horse carriage and porter behind and through the grand entry way there is a ladies' dressing room, coat closet and powder room. Opposite there is an equally well appointed room for the gentleman. The ladies' dressing room offers a floor to ceiling mirror providing a full view of yourself so that you may make any last minute adjustments to a gown before meeting your hosts.

Throughout the home are hardwood floors, and 10 ft. ceilings that are heavily decorated with magnificent woodwork and plaster work. The South Corridor exhibits double arches with fluted woodwork, dental molding, and several French doors leading to various balconies and terraces. The long gallery style hall leading to the formal rooms is filled with light and beautiful views of the gardens and horse filled paddocks.



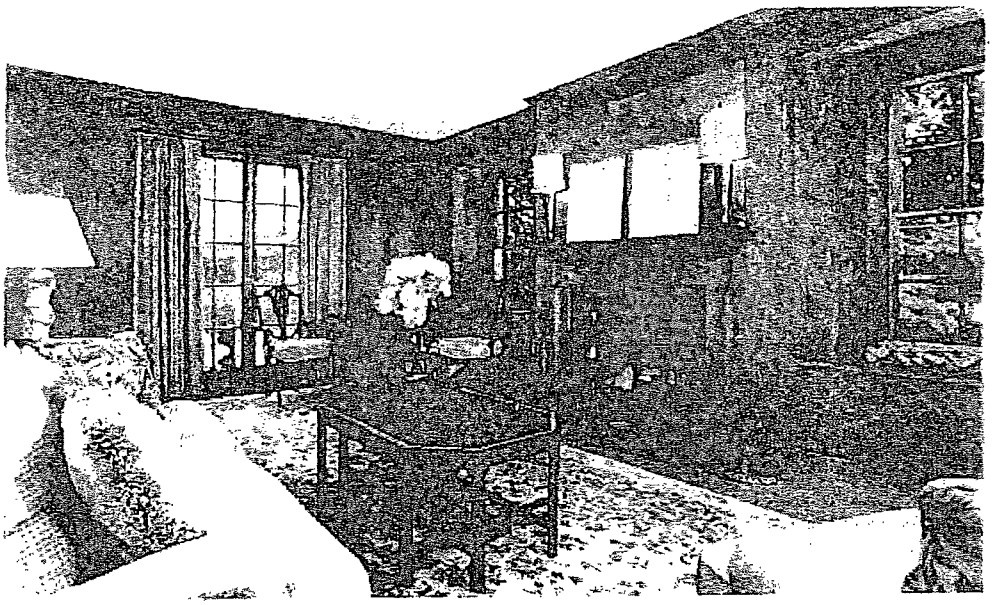
The Dining Room

The dining room can accommodate the largest of gatherings in the most elegant way. Extensive wall paneling, detailed wood trim, and domed alcoves to showcase collectibles or fine china that flank the wood burning fireplace decorate the room. Two sets of French doors lead to a large terrace that is wonderful for outdoor dining or before dinner cocktails. The Dining Room is surrounded by glass, with a view of the gardens on one side and the terrace and fountain on the other.

The Living Room

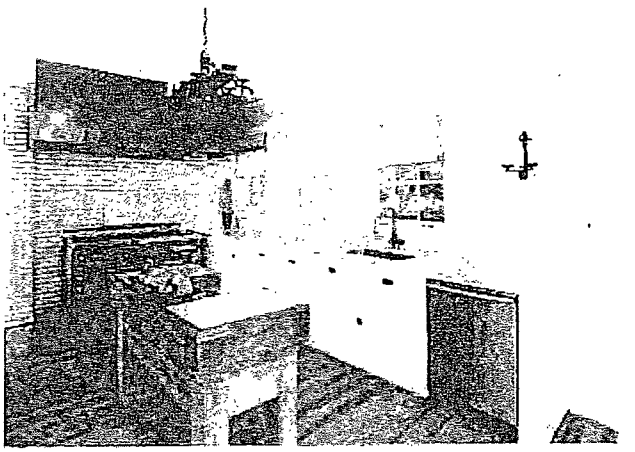
This elegant room is surrounded by floor to ceiling windows to capture the views beyond. At one end of the room the fireplace is the focal point and at the other is the grand piano. Hardwood floors, 10ft. ceilings, heavy crown molding, extensive paneling/wainscoting are seen throughout this room as well as throughout most of the home.





Family Room / Library

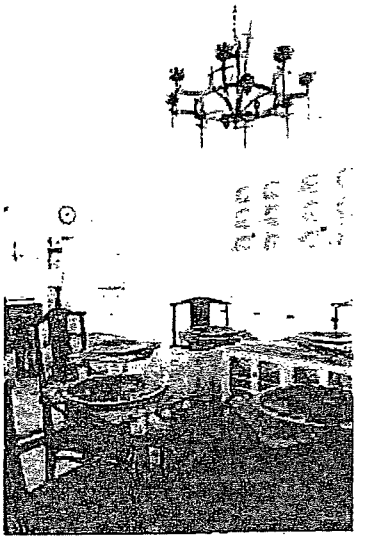
This informal, yet elegant room with Pecky Cypress walls has always been a common gathering place for the family. One can envision settling into one of the window seats with a book from the wall of built in bookshelves with a wood burning fire blazing in the large fireplace, or on a warmer evening opening the French doors that lead to the terrace that overlook the pool and paddocks.



The Kitchens & Breakfast Room

The Knox family planned for elaborate entertaining when they constructed a home with two kitchens side by side. One perhaps a pastry kitchen and the other for meats. The modern family will appreciate the fully functional and completely up to date kitchens with the well restored period elements. Envision pastries being rolled out on the beautiful white Carrara marble countertops or the dicing and chopping on the wood countertops with the modern convenience of counter lighting. Glass front cabinetry displays collectibles and fine china equally convenient today as it was from a bygone era. The original 1929 metal warming box with shelves is much more elaborate and

convenient than any warming drawer on the market today. One could continue to entertain with equal ease as did the Knox family with the new Caumartin French stove with two Gas burners, and enough radiant heat space to heat an additional 10 pots & pans (depending of course upon the size of pot or pan). Additional amenities include a GE Monogram ice maker, 2 Miele dishwashers, Dacor refrigerator, a 2nd refrigerator & freezer and multiple sinks with disposals. What was once the servant's dining room now serves as modern family's breakfast room. This cheerful space accommodates six diners and has an extensive cabinetry with glass front cabinets. Perhaps one of the most interesting aspects of the kitchen area is the giant silver safe. The Knox family being of great wealth and having a houseful of staff perhaps coming and going, they believed this to be a necessity.

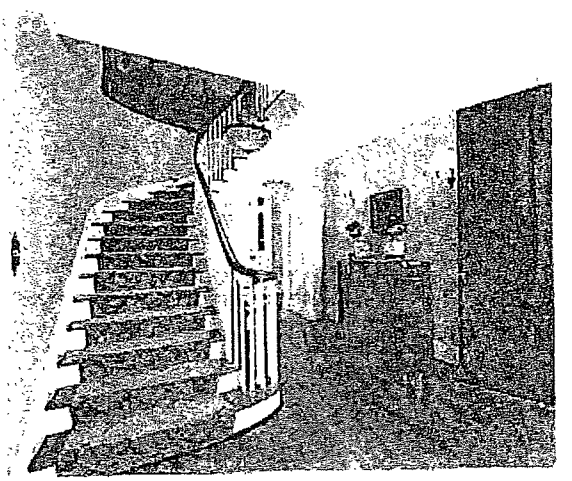


Wet Bar

What is conveniently a wet bar today, was referred to in the original plans as the flower room. Perhaps used for potting plants and making flower arrangements from the elaborate outdoor gardens. The wet bar is centrally located, creating close proximity to the Library, Dining Room and Formal Living Room. The wet bar is complete with a refrigerator & freezer, sink, wood countertops, an icemaker, and an antique built in corkscrew bottle opener, with an old world ice grinder.

His Office

On the Main Level of the home adjacent to the second formal entry to the home or North Vestibule is his office. The original floor plan depicts this room as the "ping pong room." A ping pong room no longer being a coveted space, this large room with hardwood floors, fireplace and full bath with carrara marble shower works nicely as a gentleman's office or a pool table room.

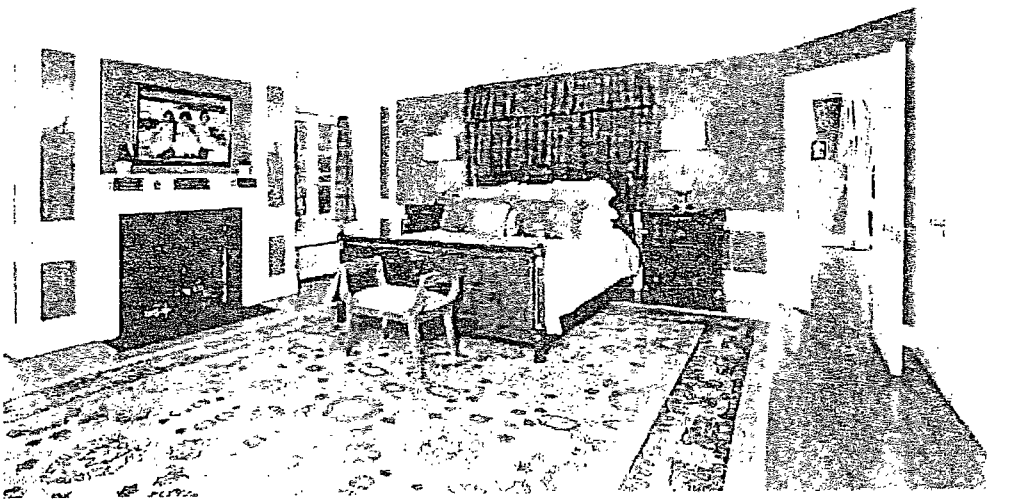


Grand Foyer

From the 1929 plans this was shown as the Main State Hall, this second formal entry to the home has a sweeping staircase that follows a curved wall where a large tapestry hangs in the curvature of the wall. From above light filters through an old world glass skylight, and by night the antique crystal chandelier casts prisms of light. This staircase leads to what was the original Master Suite for Mr. and Mrs. Knox.

Original Master Suite

This elaborate suite which was originally depicted as "Mrs. K's Dressing Room", "Mr. K's Dressing Room," "Owner's Sleeping Porch," and "His and Her Baths" in present day perhaps these rooms work best as a second Master suite with the extensive offerings of access to the balcony, a dressing room, and sitting room. What once was the sleeping porch makes for a lovely sitting room with a wall of windows that overlook the paddocks and barn. Or this extensive suite could be an ideal arrangement for two children, each with a private bedroom, and what we would now call a Jack and Jill Bath centrally located. The Bathroom has two separate water closets, what was his and hers could be divided between two children, and two separate bathing rooms, one with bathtub, and the other with a marble shower. The suite has been completely restored, and all of the amenities are functioning and up to date.



Master Suite

At the west end of the home, what once was the "Nursery" now functions in today's lifestyle very nicely as a contemporary master suite. Enter through a light filled Master Foyer, previously known as the "Children's Sun Porch." From the Master Foyer one can access the balcony that the home is named for. In the garden below huge Gardenia bushes reach to the height of the balcony above. Imagine the fragrance from these Gardenias when you open the windows on a warm evening. In the bedroom seats are built into the windows with views of these extensive gardens below. The bedroom is handsomely done with hardwood floors, extensive paneling, moldings, a wood burning fireplace, and a wall of cabinetry as modern as the desired amenities of today with automatic lights, organizational systems for ties, belts, scarves, and a built in mirror. For her is a walk-in closet with glass front cabinets to keep fine shoes and handbags dust free, along with a built in ironing board. The Gentleman's walk-in closet is accessed through the Master Bath, which is convenient for the early riser not to disturb his companion when getting ready in the morning. The Master Sitting room is a wonderful place for the couple to relax, read, or watch TV.





The Master Bath and Dressing area offers what any couple desires today, a marble shower with Steamist & body-washers, his & her separate sinks, and a large walk-in Linen Closet with built in drawers. The Dressing Area located behind the bathroom offers a wall of closets, a wonderful close by amenity especially to store off season or infrequently worn clothes.

3rd Bedroom Suite with Detached Bath

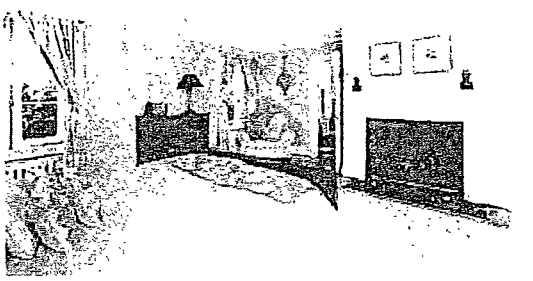
This versatile and flexible space may preferably be used as a Home Gym or Nursery as its close proximity to the Master Suite. The updated bathroom has an extra deep bathtub, wonderful for soaking soar muscles after a full day of horseback riding.

4th Bedroom

Located across from the balcony is a young lady's pink bedroom with a private completely restored bathroom. This charming room offers hardwood floors, a wood burning fireplace, and 2 large closets.

5th Bedroom

This pale green bedroom is wonderful space for a young person with a secret closet and additional large clothes closets. Other features include the hardwood floors, a fireplace and a completely restored private bath with linen closet.



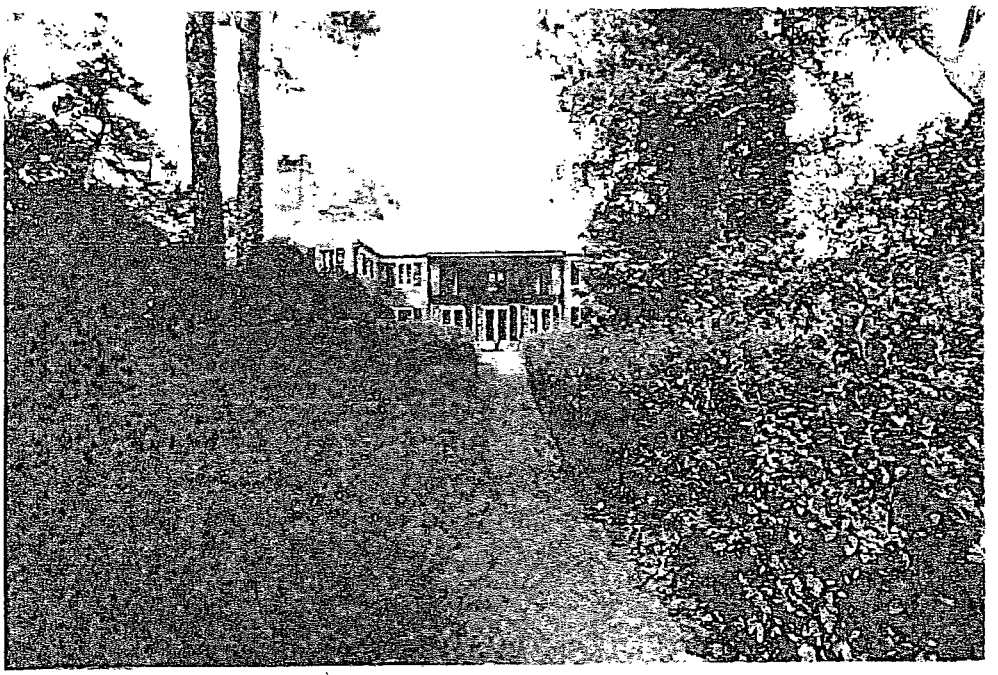
A Modern Family's Flex Space or Mother In-Law's Suite

On the 2nd floor with access from the rear staircase and side entrance of the home is a wing of rooms that have great versatility. An ideal space for children/teenagers or quarters for live in help or in-laws. This wing of the home was once the servant's wing which included four bedrooms, a kitchenette and a full bathroom. This wing of the home has been most recently used by the children of the owner as their personal domain with a completely renovated bathroom, a kitchenette which the kids frequent for their snacks, and outfitting the other rooms as a craft room, a TV room, a music room and as guest rooms for their overnight slumber parties. The Kitchenette includes plenty of cabinetry, a sink, refrigerator, and a small stove with 4 burners and an oven.

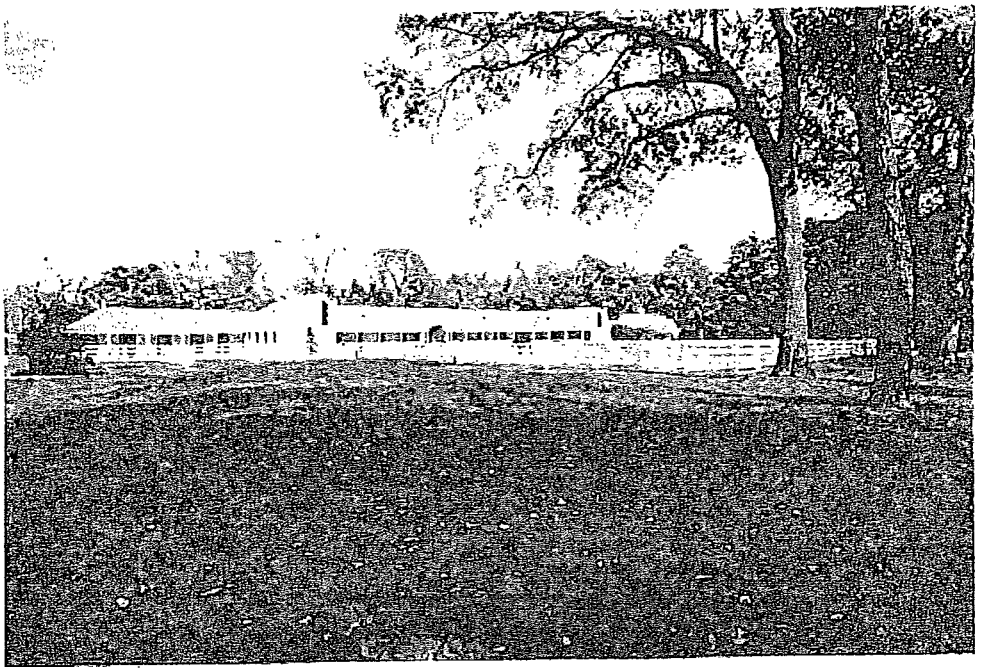
Exercise Room & Storage Room
On the Main level of the home, what was once 2 servant's bedroom is currently being used by the owner as a home gym with full bath with shower and storage. These rooms are located near the back entrance of the home, near the utility rooms and kitchen.

Laundry Room
On the Main level near the back entrance is a huge laundry room with 3 porcelain sinks, and two sets of washers and dryers. The Kenmore Washer & Dryer is included, however, the Miele Set is not included in the purchase of the home, nor is the Miele Rotary Iron.

Wine Cellar
Lower Level, in the basement is a wine cellar. The Knox family must have been wine enthusiasts because the room could probably hold a couple hundred bottles of wine. The wine storage room can be secured by the locking door, and remains cool without temperature control.

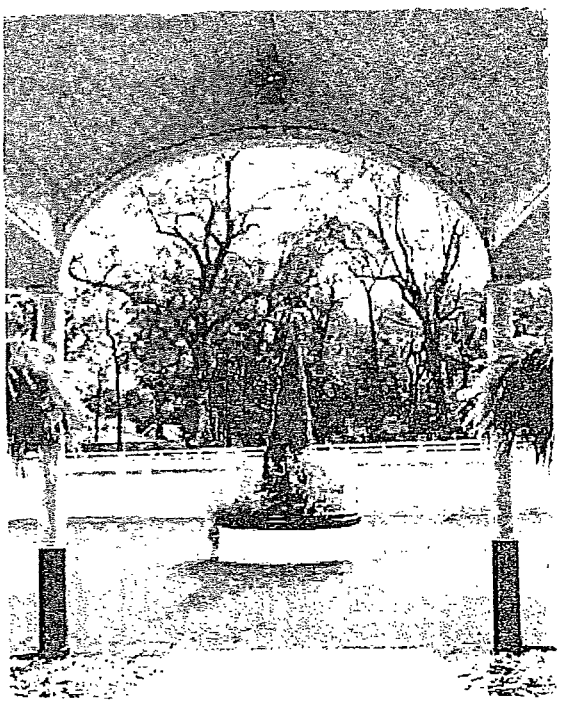


The Grounds
The 5.85 acres is well planned and is completely private despite being in the downtown historic district. The grounds include extensive mature gardens irrigated on a new sprinkling system with 13 zones. The current owner recently had a well dug 160 feet deep for irrigation purposes. However the water for the home is city water and sewer. Not only are there mature gardens of flowers, bushes and shrubs, but also a vegetable and fruit garden. If gardening doesn't interest you, perhaps a game of tennis on the Har-Tru court or a swim in the new Gunite swimming pool? When the pool is not used for a swimming, it becomes a wonderful decorative water feature with sprays of water.



The Barn & Equestrian Features

The hardcoat stucco barn offers all of the amenities any equestrian desires, such as a 20 stall barn with rubber matted stalls and rubber matted isles and a deep overhang roof line for ease of access into the stalls during inclement weather. There are tack rooms, a feed room, a tool room, a hay loft, and a Grooms Quarters with HVAC, laundry room, full bath, and a kitchenette. There is a 6 Stall Garage for cars, equipment, tractors, etc. You and your horses will love the wide open flat spaces of the sand riding arena and the 2 paddocks. This well planned property has recently accommodated nearly a dozen horses with ease of use, and everything is up to date for today's standards from the most demanding equestrians.



The Guest House

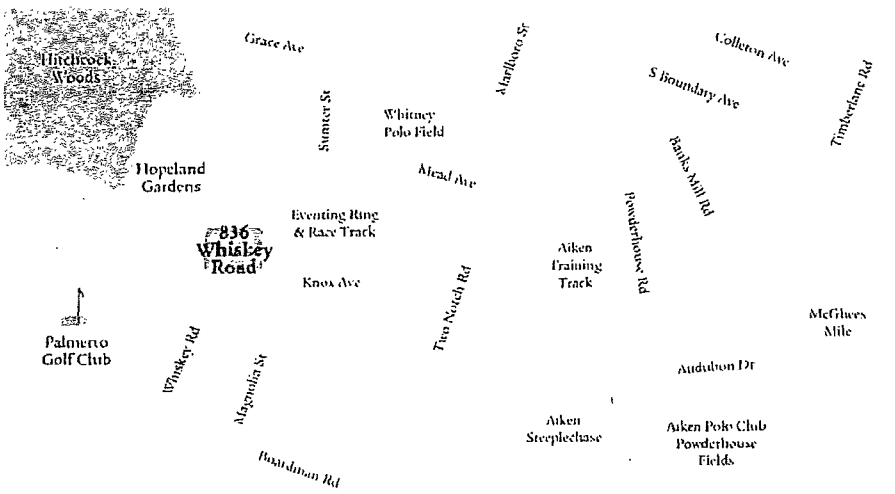
This 3 Bedroom, 2 Bath house with living room, dining area and kitchen are simple but delightful accommodations for guests or for perhaps your stable manager and housekeeper. In line with the entire property, restorations and refurbishment have been made to the guest house too which include new heat and a/c, and new electric service.

The Surrounding Area

836 Whiskey Road has location, location, location. Depart from the back gate of the property and travel down the clay alley, "Magnolia St." and you are within a two minute horse-walk from eventing rings, polo fields, race tracks and many other equestrian pursuits. To the left of "The Balcony" is the historic property where the famed Dinner and Social Club, "The Green Boundary" is located. This will make for a welcome neighbor when one isn't interested in dinner at home. Across the street from "The Balcony" is the Fermata Swim & Tennis Club. Or perhaps golf interests you and you envision yourself playing many rounds at the Palmetto Golf Club. A block further in the opposite direction is Hopeland Gardens and then Hitchcock Woods where 2100 acres of land awaits you for hiking or riding on the 70+ miles of trails. Being in the historic downtown "Winter Colony" area many shops, boutiques, restaurants, and other interests such as the public library, post office are only minutes away. Whatever your interest is, you can find the lifestyle you seek in this beautiful town Aiken at the magnificent estate "The Balcony".

"The Balcony" will be sold at Absolute Auction with no minimum or reserve bid. The viewings begin on Friday, February 5th and the home is open daily until Auction day, Tuesday, February 9th. For more details of the property, the auction or to register for the auction please contact your bid assistant at 1-800-552-8120.

Come Prepared to Bid and Buy!™



The information here has been collected from what is believed to be the best available sources. There may be errors. Neither Grand Estates Auction Company, nor Seller makes any representation of the validity of this history or information.

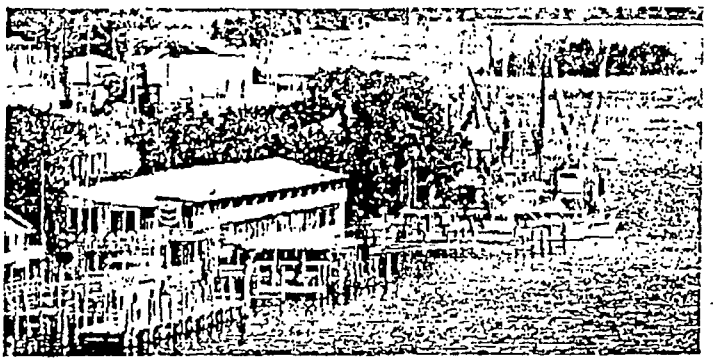
Bowery at 151 Bee Lane.
Hungry as a horse? Gallop over to Aiken Brewing Company Grill and Bar, at 140 Laurens Street SW. Indulge yourself with one of the specialty brews.
Travel Information by Taylor Bruce and Mark G. Stith

Because prices, dates, and other specifics are subject to change, please check all information to make sure it's still current before making your travel plans.

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http://www.southernliving.com/travel/south-east/aiken-south-carolina-00400000053199/

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BY ALLSTON MCCRADY | JULY/AUGUST 08 | FEATURES

Southern Dream Towns

Whether you're looking for a place to tie up your flats skiff, stable your horse, or even put down some roots, we've found the twenty sweetest small towns south of the Mason-Dixon Line

BEST EQUESTRIAN TOWN

Aiken, South Carolina

Before you visit Aiken, know this: Horses have the right-of-way. In fact, Aiken is possibly the only town in the South where residents are opposed to the paving of roads, reserving them instead for horses and carriages. Even paved thoroughfares such as Whiskey Road have cross buttons at rider level to signal automobile traffic to stop, allowing horses to cross over into Hitchcock Woods, one of the largest forests in the nation. Road signs are stamped with horse profiles, and just about every house has an adjoining stable, or at least a horse trailer in its driveway.

It's no wonder, then, that Aiken is attracting equestrian enthusiasts from around the world. "We have field hunters, show hunters, jumpers, dressage, polo, flat racing, steeplechase, reining, Western pleasure, driving. If you can name a discipline, I can name a top trainer who calls Aiken home," says Valerie Swygert, dressage instructor and owner of Jasmine Farm. "But best of all, I can run into town in my tight riding breeches and leather boots and nobody looks at me oddly."

THE GARDEN & GUN CLUB

Adventurous
Active
Secretive
Soulful

Do you want in?

With mild winters, early springs, no sand flies, and sandy soil perfect for conditioning horses, this is truly an equestrian paradise. And with its shaded streets, double avenues, historic mansions, and a thriving arts community, it isn't a bad place for humans either.

A Typical Day:

For breakfast, locals swear by the Track Kitchen across from Whitney Polo Field, a ramshackle, noisy, down-at-the-heels, bacon-'n'-grits place run by James "Pockets" Carter and his wife. Step outside to watch the Thoroughbreds training in the morning light. Stroll through beautiful Hopelands Gardens with fourteen acres of camellias, dogwoods, and scenic ponds, and end up at the Aiken Thoroughbred Racing Hall of Fame for a glimpse of the local racing industry from 1900 to the present. For lunch, try the peekytoe crab at Davor's Café, tucked away in an alley downtown. Spend the afternoon walking or riding through Hitchcock Woods, or catch a Sunday polo match. For dinner, cuiZine is a sleek, cosmopolitan French-Asian spot downtown with sidewalk dining. Evening summer concerts are held at Hopelands Gardens each Monday through August. End your evening with a single-malt Scotch at Hotel Aiken's Polo Tavern, a favorite haunt of the Argentine polo players.

Plant Your Roots:

Aiken was known as the Winter Colony a century ago, when the Vanderbilts, Whitneys, and Astors built their sprawling sixty-nine-room "cottages" here. Stately, historic homes are occasionally for sale for upwards of million, but smaller cottages start at 0,000. As for newer equestrian developments, Realtor Mike Hosang commends Brigadoon for its "green" approach, with 500 acres set aside for green space and riding trails, and a 40-acre grassy area for dressage, show jumping, training, and polo practice (brigadoonsc.com, carolinahorseproperties.com). And if you want to invest in more than just property, look to Dogwood Stable, headed by W. Cothran "Cot" Campbell, an entrepreneur who pioneered the idea of selling limited partnerships in racehorses, some of whom make it to the Derby (dogwoodstable.com).

RUNNER-UP

Georgetown, KY

With all due respect to Middleburg, Virginia, and Wellington, Florida, horse lovers should keep their eye on historic Georgetown, Kentucky, where the 1,224-acre Kentucky Horse Park will host the FEI World Equestrian Games in 2010 (the first time the "Olympics for Horses" will be held outside Europe).

1 2 3 4 5 6 Next Last



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INFORMATION

The Aiken Steeplechase Association is a semi-nonprofit organization that hosts two steeplechase racing events sanctioned by the National Steeplechase Association each year, the Imperial Cup in March and the Holiday Cup in October. It is comprised of a volunteer Board of Directors as well as community members and other supporters who strive to perpetuate the rich history of Steeplechasing in Aiken with the aid of the Aiken SERTOMA Club and other volunteers from our community. Profits from the races have aided Aiken charities such as Helping Hands, Inc., Hitchcock Woods Foundation, The Cumbee Center, Aiken S.P.C.A., Aiken Rescue Squad, Aiken Public Safety Horse Rescue Squad, National Steeplechase Association Injured Jockey Fund and the Aiken Thoroughbred Hall of Fame.

HISTORY

The Association was founded in Aiken in 1930 by several influential horseman among these were Thomas Hitchcock, Temple Gwathmey and Harry Worchester Smith. The first official race was run in Hitchcock Woods (a beneficiary of the Aiken Steeplechase Association) along the Aiken Hounds draglines. Over a thousand people gathered to watch some from as far away as Camden. To keep them company, several hundred children from Aiken Prep and Fermata School were mounted on their ponies for a better chance at viewing the sport. Aiken has been home to many steeplechase greats and to many exceptional trainers: Thomas Hitchcock, the dean of American Steeplechasing and Ambrose Clark, one of the sport's greatest players, to name a few. Many other people have the passion for the sport and it is to their credit that it renewed in 1967 after a twenty-five year hiatus due to war and civic development.

The past efforts of Charlie S. Bird, III, G.H. Bostwick, MacKenzie Miller, Willard Thompson, Ford Conger, and Paul Mellon revived the tradition of Steeplechasing in Aiken and have left a legacy that the Association now calls upon again to secure the future of the sport.

Whether it is fact or fiction, the universal truth is that horses will always rein supreme in Aiken's history and in her future. It is the goal of the Aiken Steeplechase Association to continue this legacy started by these sporting gentlemen.



Imperial Cup

The tradition of Steeplechasing continues in Aiken with the 44th Renewal of the Aiken Spring Steeplechase on Saturday, March 20, 2010. The Committee seeks your continued support in making the day worthy of Aiken's sporting traditions and welcomes your participation for the benefit of the Helping Hands, Inc. and the Aiken Rescue Squad.

SCHEDULE OF EVENTS

Friday, March 19, 2010 Spring Gala "The Great Gatsby"

Details to come January 2010!

Saturday, March 20, 2010
44th Running of the Aiken Spring Steeplechase

9:30 AM: Gates Open
10:00 AM: Village of Shops Open
11:00 AM: Guarantor Tent Party Starts
1:00 PM: First Race
1:15 PM: Carriage Parade
1:30 PM: Second Race
2:00 PM: Third Race
2:30 PM: Fourth Race
3:00 PM: Fifth Race
3:30 PM: Sixth Race

General Admission Tickets $10 in advance, $15 at the gate.
Children 6 and under free.

Holiday Cup

The tradition of Steeplechasing continues in Aiken with the 18th Renewal of the Aiken Fall Steeplechase on Saturday, October 24, 2009. The Committee seeks your continued support in making the day worthy of Aiken's sporting traditions and welcomes your participation for the benefit of the The Hitchcock Woods Foundation and the Aiken Rescue Squad.

SCHEDULE OF EVENTS

Friday, October 23rd, 2009
Fall Fete "The Gamekeeper's Lodge"

7 p.m. Ford Conger Field
Dinner and Dancing
Entertainment by The Headliners
Individual tickets are $90>
Table of eight is $720 (ten is $900)

Saturday, October 24th, 2009
18th Running of the Aiken Fall Steeplechase
Featuring the Southern Bank & Trust Holiday Cup

9:30 AM: Gates Open
10:00 AM: Village of Shops Open
11:00 AM: Guarantor Tent Party Starts
1:00 PM: First Race
1:15 PM: Carriage Parade
1:30 PM: Second Race
2:00 PM: Third Race
2:30 PM: Fourth Race
3:00 PM: Fifth Race
3:30 PM: Sixth Race

General Admission Tickets $10 in advance, $15 at the gate.
NEW General Parking $10 in advance, $15 at the gate.
Children 6 and under free.

Telephone: (803) 648-9641
Toll Free: 1-888-648-9641
FAX: (803) 648-9544

2004 Aiken Steeplechase Board of Directors

Albert C. Bostwick, Jr.

James M. Geddes

Joannah Hall Glass

Lisa H. Handy

Howard M. Hickey, Jr.

Eugene H. Kneece, Jr.

Michael Norton

Mimie Percival

Warren Scherer

Jill S. Thomas

Officers

President - Paul C. Sauerborn

Vice President - R. Bruce Duchossois

Vice President - Bernard E. Kane

Secretary - Georgianna Conger-Wolcott

Treasurer - Robert D. Wade

Aiken Steeplechase

Membership Application Form

Membership benefits include:

• Window Decal • Membership Pin •
• Annual Membership Party •
• Subscription to Newsletter •

Name

_____

Address

_____

City _____ State _____ Zip _____

Annual Fees: $50

Make checks payable to:
Aiken Steeplechase
P.O. Box 360
Aiken, SC 29802

Interested in volunteering for the Aiken Steeplechase?

Call 803-648-9641

Aiken Steeplechase Association



Aiken Steeplechase Association
P.O. Box 360
Aiken, SC 29802
803-648-9641
803-648-9541 (fax)

www.aikensteeplechase.com

info@aikensteeplechase.com
Located at the Aiken Training Track on Two Notch Road

APPENDIX 000600

0593

Progressive Show Jumping, Inc. Horse Shows 2010

USEF "A" Series		
Jan 6-10	Highfields, Aiken, SC	AA – Aiken Winter I
Jan 13-17	Highfields, Aiken, SC	AA – Aiken Winter II
Feb 11-14	Highfields, Aiken, SC	A – Cupid Classic
Mar 3-7	Highfields, Aiken, SC	AA – March Madness I
Mar 10-14	Highfields, Aiken, SC	AA – March Madness II
Apr 15-18	SCEP, Camden, SC	A – SCHJA Benefit
Apr 21-25	Highfields, Aiken, SC	AA – Aiken Spring Masters
Apr 28-May 2	Highfields, Aiken, SC	AA – Aiken Spring Finale
PSJ Series		
Jan 2-3	Highfields, Aiken, SC	L
Feb 6-7	Highfields, Aiken, SC	L
Feb 12 -14	Canterbury, Newberry, FL	L
Feb 19-21	Canterbury, Newberry, FL	L
Feb 27 - 28	Highfields, Aiken, SC	L
May 15 -16	Highfields, Aiken SC	L
May 22-23	FENCE, Tryon, NC	L
June 5-6	Highfields, Aiken, SC	L
June 11-13	Mullet Hall, John's Island, SC	L
July 2-4	Highfields, Aiken, SC	L
July 9-11	Pinehurst Track, Pinehurst, NC	L
Aug 6-8	FENCE, Tryon, NC	L
Sep 4-5	Pinehurst Track, Pinehurst, NC	L
Sep 25-26	Mullet Hall, John's Island, SC	L
Oct 8-10	FENCE, Tryon, NC	L
Oct 16-17	Highfields, Aiken, SC	L
Nov 5-7	Highfields, Aiken, SC	L – Medal Finals / Banquet
Just for Fun Series		
Apr 10 *	Highfields, Aiken, SC	N
Aug 28	Highfields, Aiken, SC	N
Oct 30	Highfields, Aiken, SC	N
Nov 27	Highfields, Aiken, SC	N
Dec 11	Highfields, Aiken, SC	N

*** = tentative. red = change of date from last year. Green = change of location from last year.**

www.psjshows.com - 803-649-3505 - psjshows@aol.com

Hitchcock Woods – Distinctively Aiken
Protect and Preserve this Natural Treasure
Friends of Woods

The Hitchcock Woods

Once privately owned and enjoyed exclusively by Aiken's storied winter colony set, Hitchcock Woods is now owned by the Hitchcock Woods Foundation, a nonprofit organization that makes the Woods available to the community. This nearly 2,100-acre longleaf pine forest has 65 miles of marked trails available to hikers, runners, equestrians, and carriage drivers. Hitchcock Woods is home to the rustic Aiken Horse Show in early April, one of the oldest annual horse shows in the country. The Festival of the Woods is held each year in September.

HISTORY OF HITCHCOCK WOODS

Hitchcock Woods is closely associated with Aiken's early history as a winter resort and a center of sporting activity. Originally, Hitchcock Woods was part of a much larger tract of land purchased 1w Thomas Hitchcock and William C. Whitney. In 1939, Thomas Hitchcock and his daughter Helen Clark established the Hitchcock Foundation with the donation of almost 1200 acres of land. Mr. Hitchcock and Mrs. Clark became the first trustees of the Hitchcock Foundation, which was established to protect and maintain the woods for the recreational use and enjoyment by the people of Aiken.

In 1985, the Hitchcock Foundation purchased an additional 230 acres of land adjacent to the original tract. In the spring of 1991, the Aiken Preparatory School made a generous gift of 270 acres to the Foundation. An ambitious Campaign to Save The Woods involving many dedicated people resulted in the acquisition of 198 acres adjacent to the property previously owned by the Aiken Preparatory School. A gift from the Foxchase Homeowner's Association brings the total acreage owned by the Foundation to nearly 2000 acres.

Hitchcock Woods offers visitors the natural beauty and quiet solitude of a unique southern forest located in the midst of an urban area; The City of Aiken. Maintenance of the trails, jumps, bridges. signs, map boxes, as well as protection and management of the natural resources in the Woods, are all directed by the trustees who serve in the same spirit as the founding trustees.

The trustees would like to ask that while you are enjoying the woods, please:

* No littering or smoking
* No fires, firearms or firecrackers
* No motorized vehicles
* No bicycles
* No hunting or fishing
* Respect the rights of others who have come to enjoy the woods

The Hitchcock Woods are dependent upon the private support of those who value and enjoy this unique resource in Aiken. If you would like to support Hitchcock Woods, or would like more information, you may send your tax-deductible gift or inquiries to:

The Hitchcock Foundation
P0 Box 1702
Aiken, SC 29802

Points of Interest

Memorial Gate	This brick gateway to the Hitchcock Woods was dedicated in Francis R. Hitchcock's memory by his friends in 1929.

Sand River	An unusual river of sand which winds through the forest has been the source of folklore and Indian legends.
Kalmia Trail	This narrow trail follows a ridge abundant with kalmia which blooms from late April to mid May.
Ridge Mile Track	Thomas Hitchcock built this track in the heart of Hitchcock Woods for training his race horses in the 1920s and 1930's. Mr. Hitchcock designed the famous Aiken-style fences which are still in use today.
Cathedral Aisle	When built in 1833 by the S.C. Canal & Railroad Company, the railroad from Hamburg to Charleston was the longest in the world. It was used briefly by America's first steam locomotive," The Best Friend Express. The railbed was abandoned in the early 1850s and this portion is now a lovely trail.
Tea Cottage	This is the site of a cottage built by Mrs. Thomas Hitchcock's aunt, Miss Celestine Eustis. The cottage was used as a place for entertainment until it was lost to fire in the late 1970s.
Willie Barton's Place	Willie Barton farmed the property that is now known as Willie Barton's Place.
Low Country Ride	This hilly trail provides lovely views of Spanish Moss and offers a splendid display of early spring wildflowers.
Bebbington Springs	The flora in this area is representative of more mountainous regions.
Gamekeeper's Lodge	This is the location of the house where Monroe Heath, head woodsman for the Hitchcock family, lived.

Date: October 7, 2005
Media contact: Gail King, Chairman, The Hitchcock Foundation
Phone: 803-648-9184

HITCHCOCK FOUNDATION HIRES FIRST EXECUTIVE DIRECTOR

The Hitchcock Foundation is pleased to announce that it has hired Aiken resident Doug Rabold as the organization's first executive director. The full time position becomes effective October 17.

The executive director position was established to strengthen and diversify the organization's development initiatives and to support the board of trustees in implementing an endowment campaign. The executive director also will be responsible for daily operations of the organization.

"The growth patterns of this community and the rising costs of maintaining the Woods have made it imperative to prepare for future challenges in preserving and protecting Hitchcock Woods," said Gail King, chairman of the Hitchcock Foundation. "The Foundation has hired an executive director and will be developing a strategic plan to help the organization meet these challenges," she added.

The Hitchcock Foundation was established in 1939 with the donation of almost 1,200 acres of land by Thomas Hitchcock and his daughter Helen Clark. The Hitchcock Foundation has acquired several additional parcels of land over the years and today the organization owns over 2,000 acres, making Hitchcock Woods among the largest urban forests in the country.

The Foundation is responsible for protecting and maintaining the woods for the passive recreational use and enjoyment of the people of Aiken. The Foundation depends upon the private support of those who value this unique resource and the responsible use of those who visit the Woods.

"It is to the credit of so many hard working and generous trustees over the years that the Hitchcock Foundation has functioned so well without the benefit of an executive director," said Doug Rabold. "I am honored to accept this new position and I look forward to working with the board of trustees in sustaining the legacy of the Hitchcock family and upholding the tradition of the Hitchcock Foundation."

The board decided in May to create the executive director position and charged a search committee with evaluating all candidates. The search was initiated in June and the position notice was advertised in newspapers in South Carolina, North Carolina, and Georgia, as well as on two websites frequented by nonprofit professionals nationally. There were 35 applicants locally and from across the country.

Doug Rabold has lived in Aiken since 1990. He held several positions with Westinghouse Savannah River Company and once served as executive director at Aiken Center for the Arts. In 2003, he established Articulate, Ltd., which has been doing business as Rabold Gallery, a fine art gallery, and Strategic Communications, a communications consulting company. He is the founder of Art After Hours and Aiken After Hours. He serves as Chairman of the Aiken Arts Commission and as a member of the board of directors of Leadership Aiken County.

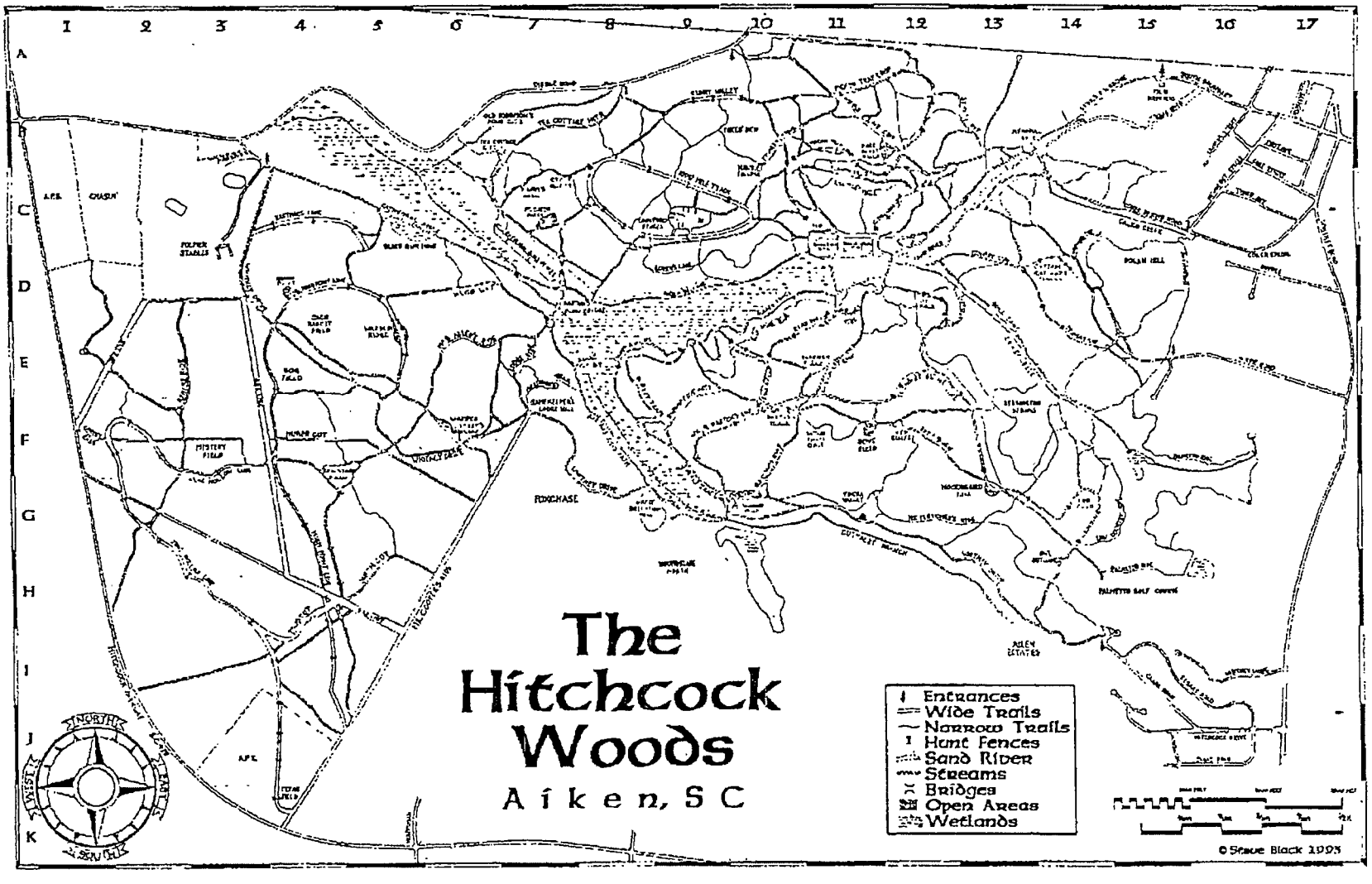

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The Hitchcock Woods
Aiken, SC
Entrances
Wide Trails
Narrow Trails
Hunt Fences
Sand River
Streams
Bridges
Open Areas
Wetlands
NORTH
WEST
EAST
SOUTH
FOXCHASE
© Steve Black 1993

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Public Users Guide

(DRAFT) MISSION STATEMENT

The mission of Hitchcock Woods Foundation is to preserve the Hitchcock Woods in its most natural and ecologically healthy state and to manage the historic, passive recreational uses by pedestrians and equestrians.

PURPOSE

The following is an excerpt from the bylaws of the Hitchcock Woods Foundation.

Article Four of the Articles of Incorporation, as set forth in the Declaration and Petition for Incorporation, signed on September 4, 1939, reads as follows:

> *"The purpose of the said proposed corporation is exclusively charitable and eleemosynary, and the corporation, and all of its assets and property, will at all times be administered and operated exclusively for the benefit of, and in aid of, such charitable, eleemosynary, scientific, literary, or educational purposes, as, in the opinion of the trustees, will be in furtherance of the public welfare and tend to promote the well-being and well-doing of mankind, and/or to or for the use of the United States, or any state, territory, or any political sub-division thereof, or of the people thereof."*

The Hitchcock Woods Foundation is a non-profit foundation. The Hitchcock Woods Foundation's purpose is to preserve and protect the forest known as the Hitchcock Woods in its most natural and ecologically healthy state for the use and enjoyment of the public. The Hitchcock Woods Foundation encourages passive recreational use so as to preserve the integrity and tranquility of the forest for all who visit.

The Hitchcock Woods Foundation is managed in accordance with a comprehensive management plan. Therefore, these guidelines have been established to ensure the health of the forest and the safety and enjoyment of the general public.

The Hitchcock Woods Foundation, at the discretion of the Board of Trustees, reserves the right to limit any and all activities in the Woods.

SAFETY WARNING

The Hitchcock Woods' natural environment inherently poses potential hazards. Visitors should exercise caution when visiting Hitchcock Woods. Please feel free to contact the Hitchcock Woods Foundation office with your concerns.

Phone: 803-642-0528
E-mail: info@hitchcockwoods.org

CODE OF CONDUCT

The Hitchcock Woods is not public property, but is privately owned and managed by the Hitchcock Woods Foundation. As part of its mission, the Hitchcock Woods Foundation welcomes visitors to enjoy the Woods through the traditional, passive recreational uses. All visitors are expected and required to honor all laws, rules, regulations, and guidelines applicable to any behavior and activity in the Woods. Signage posted at entrances and throughout the Woods provides reminders of this encompassing code of conduct.

Visitors are expected and required to honor the guidelines in this User Management Issues Manual. Many of these guidelines are "common sense" matters, while others have been developed through practical experience in managing activities in the Woods. All are necessary for the effective stewardship of the Woods, for the safety of visitors, and for the protection of homes and properties surrounding the Woods.

A person or persons found to be in violation of a law, rule, regulation, or guideline can and will be asked to discontinue their course of conduct immediately. Any individual who willfully continues to be in violation is subject to be served with a Notice of Trespass by the Aiken County Sheriff's Office. This notice will provide the individual with a description of the violation and an order to cease and desist. If the violation continues, the individual is subject to formal charges of trespassing.

The Hitchcock Woods Foundation appreciates your compliance with this code of conduct.

1. AIKEN HOUNDS

The Hitchcock Woods Foundation acknowledges the rich history and tradition of drag hunting in Hitchcock Woods and will uphold these traditions to the fullest extent possible. (See attached resolution.) Aiken Hounds participants should be aware of and sensitive to the Foundation's financial needs and are encouraged to support the Hitchcock Woods Foundation.

Following are the guidelines for Aiken Hounds:

- Aiken Hounds will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow instructions on all "yield" signage as described in this document.
- A signed agreement will be renewed annually between the Hitchcock Woods Foundation and Aiken Hounds (see attachment).
- Aiken Hounds will secure liability insurance listing the Hitchcock Woods Foundation as additional insured and will submit proof of active coverage to the Hitchcock Woods Foundation.
- Aiken Hounds will solicit donations for the Hitchcock Woods Foundation and/or support the following events: Hunt Week, Hunter Pace, Aiken Horse Show, and Blessing of the Hounds.
- Seasonal signage listing dates and times that the Aiken Hounds will hunt will be posted.
- Special signage for special events will be placed two weeks prior to and removed immediately after the event. (If Hitchcock Woods Foundation staff members assist, the Hitchcock Woods Foundation will be compensated, plus direct costs.) This includes the events listed below:
    - Opening Meet
    - Hunt Week Fixture
    - Hunter Pace
    - New Year's Day Meet
- Fences will be overhauled annually in time for opening meet. Work will be done through Axe Club and the Hitchcock Woods Foundation forester and woodsmen.
- Aiken Hounds will be responsible for controlling the guests at the Blessing of the Hounds.
- Aiken Hounds will limit the total field at any given event to a maximum of 100.
- Aiken Hounds may volunteer as search leaders with the Aiken County Sheriff's Office when they are present in Hitchcock Woods.
- Aiken Hounds will always be sensitive to current trail conditions and will modify drag accordingly.
- Aiken Hounds will hand out an educational presentation package to members, visitors, fox hunters, Blessing of the Hounds participants, etc.
- Carriages and sets of polo ponies are advised to refrain from entering the Woods during posted hunt times.

See guidelines for related topics / issues:
Carriages, Equestrian, Etiquette / Behavior, Jumps, Polo Ponies, Trails, Volunteers
See attachments: Aiken Hounds resolution and agreement

2. ALCOHOL

- Alcohol may be present at special events sanctioned by the Hitchcock Woods Foundation including but not limited to the following: Aiken Hounds, Aiken Horse Show, Axe Club, Tea Cottage parties.
- License to serve alcohol will be obtained as required by law.

See guidelines for related topics / issues:
Prohibited Uses

3. CARRIAGES

The Hitchcock Woods Foundation acknowledges the rich history and tradition of carriage driving in Hitchcock Woods and will uphold these traditions to the fullest extent possible. Carriage drivers should be aware of and sensitive to the Foundation's financial needs and are encouraged to support the Hitchcock Woods Foundation.

Following are the guidelines for **individual carriage drivers** who ride in Hitchcock Woods:

- Carriage drivers will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow instructions on all "yield" signage as described in this document.
- Stay on wide paths for safety and for the protection of the environment.
- Be responsible for awareness of special events and times not to enter the Woods (for example, Aiken Hounds hunts).
- Carriage drivers will always be aware of and sensitive to current trail conditions.

Following are the guidelines for **groups of three or more carriage drivers** who ride in Hitchcock Woods:

- Adhere to the guidelines above as well as to those below.
- Register with Foundation office prior to a scheduled drive.
- Driving clubs must provide special signage required to make other users aware of their presence in Woods. This signage must be placed two weeks prior to an event and must be removed immediately after the event. (If Hitchcock Woods Foundation staff members assist, the Hitchcock Woods Foundation will be compensated, plus direct costs.)
- The designated route must keep to the wide paths and must be cleared with the forester.
- Driving clubs must provide proof of specific liability insurance listing the Hitchcock Woods Foundation as additional insured for the time of the event. Proof must be provided prior to the event.
- Driving clubs will hand out an educational presentation package to members, visitors, etc.
- Carriages are advised to refrain from entering the Woods during posted hunt times.

See guidelines for related topics / issues:
Aiken Hounds, Equestrian, Etiquette / Behavior, For-Profit Activities, Prohibited Uses, Trails, Volunteers

4. DOG WALKERS

Following are guidelines for visitors with dogs. Violators will be subject to criminal and/or civil penalties for injuries or damages caused by their dogs under the South Carolina Code of Laws.

- Dog walkers will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow instructions on all "yield" signage as described in this document.
- This opportunity must be regarded as a privilege and not a right.
- All dogs must be controlled by their handlers at all times.
- Control is accomplished with a restraining device such as a leash ... or a dog must be trained to obey an audible command to immediately return to its handler or to immediately stop movement and allow the handler to go to the dog and establish physical control.
- Under no circumstances will dogs be permitted to be out of their handler's sight.
- Under no circumstances will dogs be permitted to approach in a threatening manner and/or to make physical contact with other people or animals using the Woods.
- No person may engage in hunting or training for hunting or other competition in the Hitchcock Woods without prior written consent from the Hitchcock Woods Foundation.

See guidelines for related topics / issues:
Etiquette / Behavior, Pedestrians, Prohibited Uses, Trails, Volunteers

5. DUMPING

- Trash cans will not be placed at the entrances or parking areas for the Hitchcock Woods. Maintenance would be labor intensive and trash cans would attract nuisance pests such as insects and wild animals.
- The spreading or dumping of yard trash and/or manure will not be permitted in the Hitchcock Woods. Piles of accumulated yard trash would be an eyesore and a fire hazard as well as environmentally unhealthy for the forest. This is of particular concern in the Foxchase and Houndslake North areas.
- Notice will be given annually to adjacent landowners by way of written letter from the Hitchcock Woods Foundation to the Foxchase Home Owners' Association for use in its newsletter or on a case by case basis to a specific party when a complaint is made to the Hitchcock Woods Foundation office.
- Notices regarding this policy will be sent to local professional tree surgeons and landscapers.
- Violators in severe cases are subject to prosecution and fines under County ordinance.

See guidelines for related topics / issues:
Etiquette / Behavior, Pedestrians, Prohibited Uses, Trails

6. ENTRANCES AND PARKING AREAS

- Off-street parking rather than on-street parking is recommended for safety reasons.
- Parked vehicles must not block main entrances.

- No parking is permitted on the bridle path along Newberry Street.

- The Hitchcock Woods Foundation plans to designate, limit, and organize all entrances for trailers and/or vehicles.
- The formal entrances to the Woods are the Foundation's point of contact with users and must be used as an opportunity for communication. The Foundation plans to place a kiosk at every formal entrance to the Woods.
- The Foundation plans to have emergency access and 911 signage in place at all formal entrances. Each kiosk will include a laminated map with an arrow indicating in red "You are here."
- Foot paths created by private usage, especially where private property adjoins to the Woods, is discouraged. The Foundation cannot monitor the condition of these paths.

Information concerning entrances and parking (as of October 2005)
Currently, there are seven entrances to the Woods and five of the seven are on-street parking.

Entrance	Kiosk	Map Box	Capacity
Dibble Road	No	TBD	5 to 6 vehicles
Tea Cottage	Yes	TBD	5 vehicles
Clark Road	Yes	TBD	TBD
Berrie Road	No	TBD	TBD
Coker Spring	No	TBD	5 to 6 vehicles
Fulmer	Yes	TBD	15 to 20 trailers
South Boundary	Yes	TBD	15 vehicles, no trailers

7. EQUESTRIANS / TRAIL RIDING CLUBS / SEASONAL EQUESTRIANS / EVENTERS

The Hitchcock Woods Foundation acknowledges the rich history and tradition of individual riders, trail riding clubs, and events in Hitchcock Woods and will uphold these traditions to the fullest extent possible. All riders should be aware of and sensitive to the Foundation's financial needs and are encouraged to support the Hitchcock Woods Foundation.

Following are the guidelines for **all equestrians and trail riding clubs:**

- All equestrians will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow instructions on all "yield" signage as described in this document.
- Be responsible for awareness of the times of special events.
- Be responsible for awareness of prohibited activities and uses in the Woods.
- Groups of 10 or more must register with the Hitchcock Woods Foundation office prior to the day of the ride if 10 or more riders are riding together. Indicate entrance to be used and general area in which the group plans to ride.
- Stay on trails.
- Riders are advised to wear hard hats when riding in the Woods.
- Riders are advised to use identification for both the rider and the horse to assist in reuniting the two in the event that they become separated in the Woods.

- The Hitchcock Woods Foundation is willing to have a representative speak to clubs or provide them with an educational presentation package.

- Dogs are permitted to be walked with horses, but the rider must adhere to the guidelines as stated in the section entitled Dog Walkers.
- The field for any given ride or event is limited to a maximum of 100.
- Local riders, seasonal equestrians, and eventers alike will be asked to volunteer with Axe Club.
- Riders may secure a copy of the Hitchcock Woods Foundation's educational presentation package from any of the following contacts:
    - Linda McLean, Mike Rubin, Bob White, or Gina Salatino, Freddie Gilligan
    - Aiken Chamber of Commerce
    - Annie's Inn
    - Ashwood Equestrian Center
    - Carriage House Inn
    - Clark Stable
    - Foxchase Homeowners Association
    - Holly Berries
    - McGee Miles Track
    - The Green Boundary
    - The Willcox Inn
    - Whitney Trust

Following are the guidelines for **seasonal equestrians** and **eventers**:

- All seasonal equestrians and eventers training in Aiken during the winter will adhere to all of the above guidelines and as well as those in this section.
- Because the numbers of seasonal equestrians and eventers are increasing, these individuals will be asked to cooperate with the Hitchcock Woods Foundation in identifying users of the Woods to ensure communication and education.
- Seasonal equestrians and eventers will be asked to assist in the education of users and will be asked to provide educational presentation packages to stables where they board their horses.

Local trainers and livery stables (for-profit activities) that use Hitchcock Woods will adhere to all of the guidelines listed above as well as these related topics listed in this document: Carriages, Dog Walkers, For-Profit Users, Polo Ponies.

See guidelines for related topics / issues:
Aiken Hounds, Alcohol, Carriages, Dog Walkers, Etiquette / Behavior, For-Profit Activities, Jumps, Polo Ponies, Prohibited Uses, Trails, Volunteers,

8. ETIQUETTE / BEHAVIOR / YIELD SIGNAGE

- All Woods visitors are expected to be courteous to others and to be respectful of the land, vegetation, and wildlife.
- All Woods visitors are expected to adhere to the rules stated on the "Yield" signs.
- This symbol of etiquette is depicted as follows:
    - Yield symbol with the words "Always yield to" inside it
    - "Trail Courtesy" above the "yield" symbol
    - "Pause then Pass" below the symbol

See guidelines for related topics / issues:
Carriages, Dog Walkers, Dumpers, Equestrians, Pedestrians, Prohibited Uses, Runners, Trails, Volunteers

9. EXOTICS

- The Hitchcock Woods Foundation will not permit, for any reason, the intentional introduction, removal, or destruction of plants, animals, or artifacts to the Hitchcock Woods.
- Please refer to pages 28 and 29 of the Hitchcock Woods Foundation Management Plan. There is a section entitled "Control of invasive species" that includes a set of four guidelines for exotic species control.
- Additionally, please refer to page 139, Sections 7a and 7b, of the Foundation's Conservation Easement.

10. FIELD TRIPS (EDUCATIONAL)

Following are guidelines for **Non-School Groups of 14 or more pedestrians** (for example, Newcomers Club, scouts, garden clubs, area church groups, etc.):

- Groups will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow instructions on all "yield" signage as described in this document.
- Groups wishing to make a field trip to the Hitchcock Woods will register with the Hitchcock Woods Foundation office one week prior to the date of the trip.
- An application and a copy of the general guidelines for pedestrians will be sent from the Hitchcock Woods Foundation to the registering organization for signature. This should be returned in advance of the visit.
- Information required from groups registering will include:
    1. Purpose of the trip
    2. Number of people attending
    3. Approximate length of time to be spent in the Woods
    4. Entrance from which the group will plan to enter and exit the Woods
    5. Contact's name, signature, phone number, organization's name if applicable.
- The Hitchcock Woods Foundation requests a donation from groups other than public school groups to support the Hitchcock Woods Foundation.

Following are guidelines for **School Groups:**

- School groups will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow instructions on all "yield" signage as described in this document.
- An annual letter will be sent in the fall to the Aiken County School District office for circulation to all area public schools stating that field trips are welcome, but that one week's advanced registration with the Hitchcock Woods Foundation is required. A similar letter will be sent in the fall to all local private school principals.
- An application and a copy of the general guidelines for pedestrians will be sent from the Hitchcock Woods Foundation to the registering school group for signature. This should be returned in advance of the visit.

- The Hitchcock Woods Foundation will require the following information of all school groups registering:
    1. Purpose of the trip
    2. Number of students attending

3. Number of adult chaperones attending
4. Approximate length of time to be spent in the Woods
5. Entrance from which the group will plan to enter and exit the Woods
6. Contact's name, signature, phone number, school's name if applicable

Docents

- It is suggested that either a representative from the Hitchcock Woods Foundation or a trained docent meet and greet all groups that register for a first time visit to the Woods prior to the start of their field trip. The purpose would be to inform the group of the basic guidelines for safety and protection of the flora and fauna in the Woods.
- If a guided tour is required, a donation to the Hitchcock Woods Foundation will be requested.

See guidelines for related topics / issues:
Etiquette / Behavior, Pedestrians, Prohibited Uses, Scouts, Scientific Use Policy, Trails

11. FILM CREWS

- Requests for access to the Woods must be made in writing to the Hitchcock Woods Foundation's office and approval must be secured at least one week in advance of the scheduled visit.
- If a vehicle is required, a member of staff or a guide representing the Hitchcock Woods Foundation will accompany the crew.
- If the Hitchcock Woods Foundation staff assists, the Hitchcock Woods Foundation will be compensated, plus direct costs.

12. FISHING / GAME HUNTING / TRAPPING

- The Conservation Easement and new ordinances prohibit these activities.
- Also see guidelines for Prohibited Uses.

13. FOR-PROFIT ACTIVITIES

The obvious for-profit users of Hitchcock Woods (for example, Livery Stables, Carriage Tours) will be solicited for a donation each year.

- For-profit users will be asked to support the Woods by participating in Axe Club.
- Professionals who use the Woods for their businesses will be provided educational presentation packets from the Hitchcock Woods Foundation to provide to their new customers, including:
    1. Map of the Woods
    2. Guidelines brochure
    3. Form to be completed and returned to the Hitchcock Woods Foundation office with the client's/customer's name, address, email, etc.

See guidelines for related topics / issues:
Carriages, Equestrians, Etiquette / Behavior, Pedestrians, Prohibited Uses, Scientific Use Policy, Trails, Volunteers

14. JUMPS

All equestrians who use the jumps in Hitchcock Woods must adhere to all of the guidelines listed in the equestrian section as well as those that follow:

- Equestrian jumping in the Hitchcock Woods will be undertaken at the sole risk of the rider and the Hitchcock Woods Foundation will not be liable for injuries or accidents sustained during such activities. (Horsemen's Act Signs)
- The Hitchcock Woods Foundation recommends that riders do not engage in jumping when riding alone.
- Gaylard's Fences and Crawford's Fences are maintained as schooling areas only and are not arranged jumper courses.
- Riders will replace fallen jump rails and report broken rails to the office as soon as possible.

Please refer to page 136, Section 3d, of the Foundation's Conservation Easement

See guidelines for related topics / issues:
Aiken Hounds, Equestrians, Etiquette / Behavior, Prohibited Uses, Special Events, Volunteers

15. MEMORIALS / MEMORIAL SERVICES

- Monetary memorial donations can be made to the Hitchcock Woods Foundation.
- No physical memorials can be placed in the Woods.
- Memorial services can be held at Memorial Gate or the Tea Cottage only.
- Groups must register with and get permission from the Hitchcock Woods Foundation before conducting a memorial event in the Woods.
- Ashes may be spread anywhere in the Woods, but from trails only.
- Memorial services should not last more than one hour.
- Memorial service sites must be left in the condition in which they were found.
- Motorized vehicles are not allowed in the Woods.
- Audio equipment is not allowed in the Woods.

See guidelines for related topics / issues:
Carriages, Equestrians, Etiquette / Behavior, Exotics, Pedestrians, Prohibited Uses, Tea Cottage Policy, Trails

16. METAL DETECTORS

- Unauthorized use of metal detectors is not permitted in the Woods.

See Guidelines for related topics / issues:
Prohibited Uses, Scientific Use Policy

17. PEDESTRIANS

Pedestrians who use the Woods should be aware of and sensitive to the Foundation's financial needs and are encouraged to support the Hitchcock Woods Foundation.

Following are the guidelines for pedestrians visiting the Woods:

- Pedestrians will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow instructions on all "yield" signage as described in this document.
- Be responsible for awareness of special events and their times.
- Pedestrians must be aware of prohibited activities and uses of the Woods.
- When encountering a horse, be aware of the following: Because horses have limited vision, they can become frightened very easily and can injure themselves as well as riders or pedestrians. When horses come into view, please remember:
    1. Slow down and stop.
    2. Stand in a visible place. Do not move off the trail.
    3. Speak to the rider/s as you approach to make your presence known.
    4. Do not touch the horses unless invited to do so.
    5. Ask the rider when it is safe to pass.
    6. Move away quietly and slowly.
- Pedestrians with small children must remember that, to ensure everyone's safety, children must be restrained when approaching horses or strange dogs.

Groups of pedestrians (more than 14 persons)

- Groups must register with the Hitchcock Woods Foundation office at least 10 days in advance of the scheduled visit. Groups must indicate the entrance to be used and the general area/s that will be visited.

See guidelines for related topics / issues:
Etiquette / Behavior, Dog Walkers, Educational Field Trips, Prohibited Uses, Volunteers

18. POLO PONIES

The Hitchcock Woods Foundation acknowledges the rich history and tradition of polo in Aiken and will uphold and honor these traditions to the fullest extent possible. Riders and trainers of polo ponies who use the Woods should be aware of and sensitive to the Foundation's financial needs and are encouraged to support the Hitchcock Woods Foundation.

Following are the guidelines for riders and trainers of polo ponies visiting the Woods:

- Riders and trainers will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow instructions on all "yield" signage as described in this document.
- Stay on trails.
- Riders are advised to wear hard hats when riding in the Woods.
- Riders are responsible for awareness of prohibited activities.
- Riders are advised to use identification for both the rider and the horse to assist in reuniting the two in the event that they become separated in the Woods.
- Riders are encouraged to participate in volunteer opportunities (for example, Axe Club).

- Be responsible for awareness of special events and times that sets of polo ponies should not enter the Woods (for example, Aiken Hounds hunts).
- Tethering of ponies is discouraged.
- No coupling or tying of horses together is permitted.

- No mallets or balls are permitted in the Woods.
- Limit to one rider with no more than three additional ponies.

See guidelines for related topics / issues:
Equestrians, Etiquette / Behavior, For-Profit Activities, Prohibited Uses, Trails, Volunteers

19. PROHIBITED USES

The following are prohibited from Hitchcock Woods, except as authorized elsewhere in the User Management Issues Manual:

- Alcohol
- Audio equipment
- Bicycles
- Firearms
- Fires (including candles and lanterns)
- Fireworks
- Fishing
- Game hunting
- Littering
- Metal detectors
- Moonlight rides
- Motorized vehicles (except for use by management)
- Overnight camping
- Smoking
- Trapping
- Use after dark

20. RUNNERS

All runners who use the Woods should be aware of and sensitive to the Foundation's financial needs and are encouraged to support the Hitchcock Woods Foundation.

Following are the guidelines for **all runners** visiting the Woods:

- Runners will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow instructions on all "yield" signage as described in this document.
- Groups of 14 or more must register with the Hitchcock Woods Foundation office prior to a scheduled event.
- Runners are responsible for awareness of prohibited activities and uses in the Woods.
- Stay on the trails at all times to protect the fragile soils, the vegetation, and the wildlife.
- Organized events (races) will require a modified set of etiquette guidelines.

- Each area school that has a cross-country / track team will receive a letter each semester (August and January) to advise them of the Foundation's current guidelines regarding running in the Hitchcock Woods.

- If a group of runners wants to conduct training or races in the Woods, they must agree to hold a brief orientation of the Foundation's etiquette guidelines by one of the Hitchcock Woods Foundations designees.
- The Hitchcock Woods Foundation will conduct a specific presentation with information on how the Woods are managed, who manages the Woods, and the general costs involved in managing the Woods.

Training or casual runners must observe the following guidelines:

- When encountering pedestrians, pedestrians with dogs, or pedestrians with children, be courteous and slow to a walk or stop. (Dogs might chase a runner.)
- When encountering a horse and rider or carriage from the front, slow to a walk, stop if necessary. Ask if it is safe to pass and move away quietly and slowly.
- When encountering a horse and rider or carriage from behind, speak to the rider as you approach to make your presence known. Ask the rider when it is safe to proceed. Move away quietly and slowly.
- Stand in a visible place and do not hide off the trail.
- Large groups of runners pose more of a disturbance to horses, so spread out on the trail into groups no larger than two to three runners.
- Do not touch the horses unless invited to do so.

Event and race runners must observe the following guidelines:

- The Hitchcock Woods Foundation reserves the right to limit the number of events / races.
- The Woods manager or a designee will be present for set up, during the race, and clean up.
- An appropriate trail marking system must be utilized. If Hitchcock Woods Foundation staff members assist, the Hitchcock Woods Foundation will be compensated, plus direct costs.
- The following are required: appropriate notification, signage at entrances one week in advance, and phone calls to immediate area stables giving time, date, and location of the event. The Hitchcock Woods Foundation office will make the phone calls to notify stables.
- Volunteers must be located on appropriate trails to notify Woods visitors that a race is in progress.
- Appropriate waivers must be signed by all runners and delivered prior to the start of the event.
- Organized events (races) are the only exception where it is not a requirement to slow down when encountering a horse or other visitors. However, runners are expected to exercise caution if horses are encountered during an event.
- Runners need to be aware of the noise they make and its effect on the horse's behavior.

See guidelines for related topics / issues:
Etiquette / Behavior, For-Profit Activities, Prohibited Uses, Trails, Volunteers

21. SCIENTIFIC USE POLICY

- All research participants will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow instructions on all "yield" signage as described in this document.
- The Hitchcock Woods Foundation encourages the use of the Hitchcock Woods for any and all forms of legitimate scientific research and educational activities, particularly those forms of research and educational activities that could provide a better understanding of the natural ecological resources present on the Hitchcock Woods property and therefore provide for their more effective management.
- Such research might include, but is not limited to, the following fields: archaeology, botany, environmental chemistry, basic ecology, entomology, forestry, geology, herpetology, hydrology, ichthyology, limnology, mammalogy, meteorology, ornithology, and invertebrate zoology.
- All research must be approved in advance by the Hitchcock Woods Foundation Board of Trustees or any group so authorized by the Board.
- Individuals or institutions wishing to conduct research and/or educational activities in the Hitchcock Woods will provide a brief proposal that will be evaluated by the Woods Committee of the Board of Trustees.
- Such a proposal may be sent out for independent anonymous peer review, which may be considered in making recommendations to the Board for final approval or denial of the request.
- Research or educational proposals will provide a brief but clear statement of the goals of the proposed activity and the particular benefits which might ensue from the results which are expected to be produced.
- A brief outline of methodology will also be included, along with appropriate biographical materials and/or professional vitas of all staff who will be directly involved in the work and/or will be responsible for the analysis of the results produced.
- Upon completion of the activity, a brief summary of the results obtained will be provided to the Hitchcock Woods Foundation.
- Any publication of results from studies in the Hitchcock Woods will acknowledge the Hitchcock Woods Foundation for permission to work in the Hitchcock Woods.
- All results of research conducted will be made available to the Hitchcock Woods Foundation for use as the Board of Trustees sees fit.
- The Hitchcock Woods Foundation will retain a royalty-free copyright to the use of any published findings that might result from any research undertakings.
- The Hitchcock Woods Foundation will be named to share in any financial benefits that result from and accrue to the research and/or the researcher/s home institution/s as a consequence of using the Woods property. The amount of such revenue sharing, if any, will be negotiated at the time of evaluation of the proposal by the Woods Committee and before research actually begins.
- Any scientific study or educational activity that involves the Hitchcock Woods property will meet any and all requirements for scientific research that might be instituted and required by the home institution of the investigator/s. Such requirements might include, but are not limited to, the home institution's requirements for safety, confidentiality, and animal use certification.
- All flora and fauna studies will be conducted in such a manner as to cause minimal disturbance to the Woods.
- If possible, all research will be conducted in areas of infrequent use.

- Research sites that must be flagged will be done so in a manner as to minimize unsightliness.

- Any research or educational activity conducted by students on the Hitchcock Woods property must be under the direct supervision of a responsible teacher and/or researcher whose credentials must be provided for the Board's approval.
- Research sites must be returned to a natural state upon completion of the study.
- A teacher who is supervising a student conducting a research or educational activity agrees to deduct points from the student's grade if the research site is not returned to its natural state upon completion of the study.
- Any person or group granted permission to undertake research and/or educational activities on the Hitchcock Woods property will also be required to execute an appropriate Hold Harmless agreement on behalf of the Hitchcock Woods Foundation and its Board of Trustees.

See guidelines for related topics / issues:
Field Trips (Educational), Etiquette / Behavior, Exotics, Pedestrians, Prohibited Uses, Trails

22. SCOUTS

To foster present and future stewards of the Hitchcock Woods, the Hitchcock Woods Foundation commits to the following:

- An effort to familiarize local scout troops with the Foundation's activities to provide stewardship of the Woods
- An open invitation to be involved in existing volunteer activities (for example, Axe Club, Horse Show, and Eco Tent)
- A welcome to consider the Woods as a location for Eagle Scout projects.

Following are the guidelines for Scouts visiting the Woods:

- Scouts will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow instructions on all "yield" signage as described in this document.
- All Eagle Scout projects must be approved by the Hitchcock Woods Foundation.
- Overnight camping in the Woods is prohibited.

See guidelines for related topics / issues:
Pedestrians, Educational Field Trips, Etiquette / Behavior, Prohibited Uses, Trails, Scientific Use Policy, Volunteers

23. SIGNAGE

- Visitors to the Woods must observe and honor signs posted at entrances, on kiosks, on trees, and on fence posts.
- Not all potentially hazardous conditions in the natural environment can be marked with signage. Visitors should exercise caution when visiting the Woods and do so at their own risk.

24. SMOKING / FIRES / FIREARMS / FIREWORKS

Fire presents a particular hazard to the Hitchcock Woods and to the safety of visitors.

- Smoking of any kind in the Woods is prohibited at all times and violators are subject to prosecution.
- Fires (including lanterns and candles) are prohibited in the Woods unless authorized in writing by the Hitchcock Woods Foundation.
- Firearms and fireworks are prohibited in the Woods.

See guidelines for related topics / issues:
Prohibited Uses

25. SPECIAL EVENTS

- The Hitchcock Woods Foundation reserves the right to limit any and all activities at the discretion of the Board of Trustees.
- Requests by individuals and institutions wishing to conduct a special event in Hitchcock Woods must be submitted in writing to the Hitchcock Woods Foundation office. Special events are not limited to but include the following:
    1. Weddings
    2. Funerals
    3. Gatherings
    4. Processions
- Special events that require considerable set up must be in keeping with the natural surroundings and appropriate for the Woods.

See guidelines for related topics / issues:
Aiken Hounds, Carriages, Equestrians, Etiquette / Behavior, Exotics, Memorials, Pedestrians, Polo Ponies, Prohibited Uses, Runners, Scientific Use Policy, Tea Cottage Policy, Trails

26. TEA COTTAGE POLICY

The Tea Cottage is the standard location for parties and any other location will require approval by the Board of Trustees.

- All guests will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- Follow instructions on all "yield" signage as described in this document.
- The Hitchcock Woods Foundation will charge a fee for the use of the Tea Cottage area. This fee includes the charge for the presence of the forest manager and woodsman.
- A woodsman and/or the forest manager must be present to oversee set-up, fires, and clean-up after the party. (A woodman and/or the forest manager will remain present and oversee safety during the event unless a board member is present for the duration of the event and is willing to accept responsibility.)
- Proof of specific liability insurance (minimum of $1,000,000) with the Hitchcock Woods Foundation named as additional insured for the event must be provided to the Foundation staff prior to the event.

- Renter will contact Aiken Department of Public Safety to arrange their presence and the presence of their fire truck during the event if a fire is used. (Officers receive time and 3/4.)
- The Tea Cottage is part of a delicate ecosystem and the number of people for an event and the number of events held in the Woods may have to be limited by the Hitchcock Woods Foundation. The renter will provide the Foundation with a maximum number of guests prior to event.
- Motor vehicles may be allowed to park in the Woods at the Tea Cottage site, depending on the number of vehicles expected and soil conditions at the time of the event.
- Permission must be requested from the Hitchcock Woods Foundation for each separate activity or event by a group or an individual in advance of the scheduled date.
- Renter will rent Portalets and will ensure that they are placed near the main trail, and that they are removed in a timely fashion.
- Tents are permitted with prior approval only. The renter will handle all contacts and contracts for the rental of a tent.
- The tent location must be approved by the Hitchcock Woods Foundation.
- Gratuities for the Foundation's Woods employees are encouraged.
- Music is allowed, but is subject to local noise ordinances.
- Renters must be aware that Hitchcock Woods is under the jurisdiction of local law enforcement.

See guidelines for related topics / issues:
Alcohol, Equestrians, Etiquette / Behavior, Prohibited Uses, Pedestrians, Smoking

27. TRAILS

- Visitors must stay on the existing trails as delineated on the map for safety reasons and to protect the fragile ecosystem from degradation.
- Visitors may not create new trails.
- The temporary marking of trails for special events and subsequent clean-up will be approved by the Hitchcock Woods Foundation. (If Hitchcock Woods Foundation staff members assist, the Hitchcock Woods Foundation will be compensated, plus direct costs.)

Please refer to pages 36-38 of the Management Plan.

Additionally, refer to Conservation Easement, page 136, Section 3f.

See guidelines for related topics / issues:
Aiken Hounds, Carriages, Equestrians, Etiquette / Behavior, Memorials, Pedestrians, Runners, Scientific Use Policy, Special Events, Volunteers

28. USER FEES (PEDESTRIAN AND EQUESTRIAN)

- The Hitchcock Woods Foundation will collect compensation for "extra" duties that are provided by the Foundation's staff to assist users (for example, film crews, field trips, tours, running races, Tea Cottage rentals). If Hitchcock Woods Foundation staff members assist, the Hitchcock Woods Foundation will be compensated, plus direct costs.

- The Hitchcock Woods Foundation will encourage all Woods users to purchase a membership.

See guidelines for related topics / issues:
Aiken Hounds, Carriages, Equestrians, Field Trips, For-Profit Activities, Polo Ponies, Runners, Pedestrians, Tea Cottage Policy, Special Events, Volunteers

See guidelines for related topics / issues:
Etiquette / Behavior

29. VOLUNTEERS

The Hitchcock Woods Foundation attempts to offer diverse volunteer activities in order to appeal to a broad spectrum of users who are interested in supporting the important work the Hitchcock Woods Foundation.

- Volunteers will honor guidelines in this section and all other guidelines and rules of etiquette in the User Management Issues Manual, as well as those in the Hitchcock Woods Foundation's brochures and maps.
- The Hitchcock Woods Foundation has a volunteer group called the **Axe Club** that meets on a regular basis during winter months to work on trails, jumps, etc.
- Volunteers assist with preparation for **Aiken Horse Show** as well as preparing jumps for hunt season.
- The Hitchcock Woods Foundation acknowledges the importance of educating youth to be future stewards of the environment and the Woods. Therefore, the Hitchcock Woods Foundation encourages youth to volunteer for the Hitchcock Woods Foundation to fulfill **community service requirements that pertain to a school curriculum.**
- **Woods Watch Volunteers** is an internal network for use in an emergency in the Woods. Woods Watch Volunteers are neighbors, frequent users, equestrians, stable owners, and others. The Woods Watch Volunteer list is updated every other year. A laminated list of phone numbers and emergency procedures is sent to every Woods Watch Volunteers member.

See guidelines for related topics / issues:
Aiken Hounds, Etiquette / Behavior, Prohibited Uses, Scouts

Whiskey Road Foxhounds



Hunt Week is an annual festival of hunting that is held during the first week of February. Starting with a Thursday meet, Hunt Week will be February 4-11, 2010, incorporating five hunts and a variety of social functions. The Hunt Ball will be February 5.
Our annual hunt ball, gourmet breakfasts, tailgates and cocktail parties all contribute to a festive celebration of horse and hound. Our guests come from as far as Canada , New England, Florida and numerous points west. On our biggest day, the first Sunday, our combined fields can number as many as 130 riders. In country that comprises thousands of acres, there is ample room for everyone.

You are cordially invited to participate in

Whiskey Road Fox Hounds

Hunt Week 2010

Aiken, South Carolina

Hunt Week 2010 will begin on Wednesday evening,February 3rd, and run through Thursday, February 11th. Attendance is by invitation only and to allow for a manageable size field, the number of RSVP's will be limited.
Our hunt country is sandy trails, pine woods, open crop land and pasture land. The footing is excellent. Several of our fixtures are paneled with jumps not to exceed 3 feet. There is a second field which does not jump. We chase primarily coyote and fox, occasionally bobcat. It is recommended that you NOT bring first season GREEN horses.

The Hunt Ball will be held on Friday, February 5th at the Woodside Plantation Country Club. If you wish to attend the Ball, please indicate this on your RSVP form.

Please fill out the attached RSVP form and the attached Waiver of Liability. Return both with a check made out to Whiskey Road Foxhounds. **If your RSVP form is received INCOMPLETE, it and your check will be returned to you and you will not have a reservation until a completed RSVP is received.** All reservations are first come first confirmed.

No refunds for cancellations after January 15th.
If after this date you have an emergency preventing your participation in Hunt Week 2010 please contact Lynn Smith, MFH, Treasurer (803-649-0638) immediately. The individuals on our waiting list will be given first priority for your reservation. If none of the individuals on the waiting list can come you may submit a substitute for approval. If a substitute is found for you, then you will get a refund.

Upon our receipt of your completed RSVP package your place in the Hunt Week 2010 field will be confirmed by e-mail. In mid-January you will receive a detailed schedule for Hunt Week and directions to all of the fixtures and parties.

Yours in foxhunting,
Lynn Smith, MFH, David Smith MFH, Gail Flintom, MFH
Whiskey Road Foxhounds
Aiken, SC

Invitations to Whiskey Road Foxhounds Hunt Week is extended via e-mail, please keep us informed of any changes in your email address throughout the year so that you will continue to receive your invitation. Gail Flintom gflintom@att.net or gflintom@yahoo.com.

Hello Friends of Whiskey Road Foxhounds!

We hope you all are having a good hunt season so far. Here in Aiken, SC it's that time of year when we start looking forward to WRFH's Hunt Week 2010 which is going to be Feb. 4-11 this season. Your Invitation is attached as well as, a 2 page RSVP, Helpful Information and a Waiver of Liability form. There are 4 attachments altogether.

Please let me know if you have a problem with opening any of these attachments.

As in the past, we will be limiting the size of the hunt fields so as not to intimidate our landowners. However in an attempt to accommodate our guests with more flexibility you will now have a choice from three formats in which you can experience a Whiskey Road Foxhounds Hunt Week which you will see on your RSVP form.

You may either attend the entire Hunt Week or you may attend either the pro-rated first half or second half of Hunt Week.

To be considered for participation, you will need to print and return the completed 2 page RSVP, and the Waiver of Liability with your check.

We're really looking forward to seeing everybody during this upcoming Hunt Week - the "veterans" and certainly the "newcomers"!

Yours in foxhunting,

Gail Flintom, MFH

803-644-7650

gflintom@att.net or gflintom@yahoo.com

Lynn and David Smith, MFH's

803-649-0638

lsmith601@bellsouth.net

WHISKEY ROAD FOXHOUNDS
HUNT WEEK 2010 ~ RSVP

(This 2 page form must be completely filled out and returned with a check and a properly completed Waiver of Liability in order to be considered a reservation)

		NUMBER ATTENDING
WEDNESDAY, FEB. 3	Happy Hour & Welcome to Hunt Week 2010	_____
THURSDAY, FEB. 4	Stirrup Cup, Hunt & Tailgate	_____
FRIDAY, FEB. 5	Stirrup Cup & Hunt	_____
	HUNT BALL	_____
SATURDAY, FEB. 6	Aiken Hounds formal drag hunt and breakfast at the Green Boundary Club. Reservations required and must be made separately by each individual with Linda McLean, MFH Call: 803-646-7111 or 641-7111 before January 31st for specific details. Cap: $50 Breakfast Fee: TBA	_____
SUNDAY, FEB. 7	Stirrup Cup and Hunt	_____
	Hunt Breakfast & Puppy Auction	_____
MONDAY, FEB. 8	Hunt Week Gala – Cocktail Party at The Willcox. To benefit the Hitchcock Woods Foundation. Piano entertainment provided by Namon Corely. Separate reservations required at $75 per person. Invitations will be mailed to homes on January 5. Call 803-642-0528 after January 12 if no invitation. Admission helps maintain the Hitchcock Woods and $50 is tax-deductible.	_____
TUESDAY, FEB. 9	Stirrup Cup & Hunt	_____
	Evening Cocktail Party	_____
WEDNESDAY, FEB. 11	Aiken Area Day - hack in Hitchcock Woods, give your horses a rest - go shopping - see Aiken	
	Evening Party	_____
THURSDAY, FEB. 12	Stirrup Cup & Hunt	_____
	Closing Hunt Week 2010 Breakfast	_____

Scroll down to continue to Page Two of RSVP forms.....

FEES

AMOUNT ENCLOSED

$450 per person* for all WRFH hunts and parties Feb. 3-11 _____

$300 per person* for WRFH hunts and parties Feb. 3-7 _____

$300 per person* for WRFH hunts and parties Feb. 7-11 _____

Fees include a $50 registration fee which is non-refundable should a cancellation be necessary for any reason whatsoever).

Formal Hunt Ball $120/person - Open bar _____

TOTAL AMOUNT ENCLOSED _____

** Non-riding spouses of riding guests are welcome to attend WRFH parties at no additional charge.*

Please make all checks payable to Whiskey Road Foxhounds.

Mail check, 2 page RSVP form and Waiver of Liability to:

Mrs. Lynn Smith, MFH, Treasurer
601 Old Dibble Rd.
Aiken SC 29803.

For questions, phone Lynn Smith, MFH 803-649-0638 or Gail Flintom, MFH 803-644-7650

NAME(S)_____
(Please print legibly)

HOME PHONE_____ CELL PHONE_____

ADDRESS_____ HUNT AFFILIATION_____

_____ E-MAIL_____

WHERE WILL YOU BE STAYING IN AIKEN?

_____ PHONE_____

I would like my name, address, phone # and e-mail address included in a Hunt Week Directory to be electronically (e-mail) distributed to Hunt Week guests and WRFH members following Hunt Week? YES_____ NO_____

EXCLUSIONS

THE FOLLOWING ITEMS WILL NOT BE INCLUDED WITH THE SALE OF THIS ESTATE:

1. Furniture
2. Decorative Items
3. Furnishings
4. Personal Possessions
5. In The Main House: The Miele Washer/Stand, The Miele Dryer/Stand and the Miele Rotary Iron
6. The Phone System & Phones
7. The Refrigerator in the Basement

PUBLIC & PRIVATE SCHOOLS IN THE AREA

Public Schools

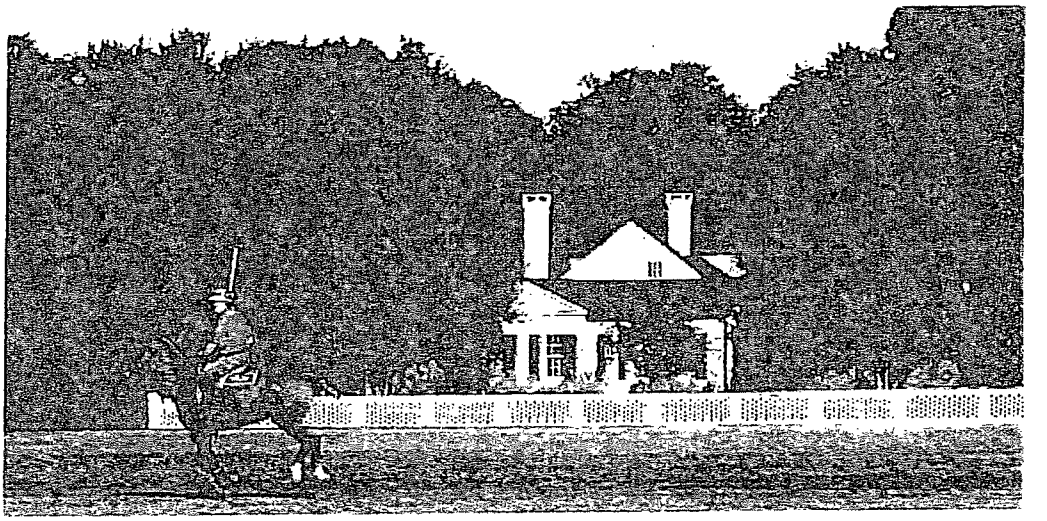
< 0.5 miles	**AIKEN HIGH** 449 RUTLAND DRIVE, AIKEN, SC 29801 (803) 641-2500 - *Aiken COUNTY*	grades: 9 - 12
< 0.5 miles	**AIKEN MIDDLE** 101 GATOR LANE, AIKEN, SC 29801 (803) 641-2570 - *Aiken COUNTY*	grades: 6 - 8
< 0.5 miles	**EAST AIKEN EL** 223 OLD WAGENER ROAD, AIKEN, SC 29801 (803) 641-2450 - *Aiken COUNTY*	grades: PK - 5
< 0.5 miles	**J D LEVER EL** 2404 COLUMBIA HWY, AIKEN, SC 29801 (803) 641-2760 - *Aiken COUNTY*	grades: PK - 5
< 0.5 miles	**NORTH AIKEN EL/PINECREST ANNEX** 100 BEAR ROCK RD., AIKEN, SC 29801 (803) 641-2690 - *Aiken COUNTY*	grades: PK - 5
< 0.5 miles	**OAKWOOD-WINDSOR EL** 3773 CHARLESTON HWY., AIKEN, SC 29801 (803) 641-2560 - *Aiken COUNTY*	grades: PK - 5
< 0.5 miles	**SCHOFIELD MIDDLE** 224 KERSHAW STREET NE, AIKEN, SC 29801 (803) 641-2770 - *Aiken COUNTY*	grades: 6 - 8
0.9 miles	**AIKEN PERFORMING ARTS CHARTER** 222 BEAUFORT STREET, AIKEN, SC 29802 (803) 644-4824 - *Aiken COUNTY*	grades: 9 - 12
0.9 miles	**KENNEDY/LLOYD CHARTER** POST OFFICE 418, AIKEN, SC 29802 (803) 644-4824 - *Aiken COUNTY*	grades: 5 - 8
4.1 miles	**AIKEN EL** 2050 PINE LOG RD., AIKEN, SC 29803 (803) 641-2740 - *Aiken COUNTY*	grades: PK - 5
4.1 miles	**CHUKKER CREEK ELEM** 1830 CHUKKER CREEK ROAD, AIKEN, SC 29803 (803) 641-2474 - *Aiken COUNTY*	grades: PK - 5
4.1 miles	**M B KENNEDY MIDDLE** 274 E. PINE LOG RD., AIKEN, SC 29803 (803) 641-2470 - *Aiken COUNTY*	grades: 6 - 8
4.1 miles	**MILLBROOK ELEM** 255 E. PINE LOG RD., AIKEN, SC 29803 (803) 641-2580 - *Aiken COUNTY*	grades: PK - 5
4.1 miles	**REDCLIFFE ELEM** 6741 ATOMIC ROAD, AIKEN, SC 29803 (803) 827-3350 - *Aiken COUNTY*	grades: PK - 5
4.1 miles	**SILVER BLUFF HI** 64 DESOTO DRIVE, AIKEN, SC 29803 (803) 652-8100 - *Aiken COUNTY*	grades: 9 - 12
4.1 miles	**SOUTH AIKEN HI** 232 E. PINE LOG RD., AIKEN, SC 29803 (803) 641-2600 - *Aiken COUNTY*	grades: 9 - 12

Private Schools

< 0.5 miles	**AIKEN PREPARATORY SCHOOL** 619 BARNWELL AVE NW, AIKEN, SC 29801 (803) 648-3223 - *AIKEN COUNTY*	Coed grades: 2 - 17
< 0.5 miles	**FIRST PRESBYTERIAN CHURCH PRESCHOOL** 224 BARNWELL AVE NW, AIKEN, SC 29801 (803) 648-3311 - *AIKEN COUNTY*	Coed grades: 2 - 3
< 0.5 miles	**MEAD HALL EPISCOPAL SCHOOL** 129 PENDLETON ST SW, AIKEN, SC 29801 (803) 644-1122 - *AIKEN COUNTY*	Coed grades: 2 - 13

PUBLIC & PRIVATE SCHOOLS IN THE AREA

< 0.5 miles	**SECOND BAPTIST CHRISTIAN PREPARATORY SCHOOL** 353 LAURENS ST, AIKEN, SC 29801 (803) 502-0710 - *AIKEN COUNTY*	Coed grades: 2 - 9
< 0.5 miles	**ST JOHN'S METHODIST KINDERGARTEN** 104 NEWBERRY ST NW, AIKEN, SC 29801 (803) 648-4745 - *AIKEN COUNTY*	Coed grades: 2 - 3
0.9 miles	**FIRST BAPTIST CHURCH KINDERGARTEN** PO BOX 3157, AIKEN, SC 29802 (803) 648-5476 - *AIKEN COUNTY*	Coed grades: 2 - 3
4.1 miles	**AIKEN CHRISTIAN SCHOOL** 142 TALATHA CHURCH RD, AIKEN, SC 29803 (803) 642-0286 - *AIKEN COUNTY*	Coed grades: 11 - 17
4.1 miles	**SOUTH AIKEN PRESBYTERIAN KINDERGARTEN** 1711 WHISKEY RD, AIKEN, SC 29803 (803) 648-9895 - *AIKEN COUNTY*	Coed grades: 2 - 4



HAVEN FOR HORSE LOVERS Steeplechase polo, fox hunts and more complement ... More Photos »

October 10, 2008
HAVENS | AIKEN, S.C.

Where Horses and Their Riders Winter

By ELIZABETH MAKER

ED AND LESLIE GIOBE sat on rickety chairs among jockeys, local residents and fellow part-time Northeasterners at the Track Kitchen breakfast shack in Aiken, S.C., one recent morning, and explained why they spend more time at their house there these days than at either of their estates in Greenwich, Conn.

"It's a different world down here, laid- back, no stress and all horses," said Ms. Giobe, a rider and a retired New York investment banker. "On Halloween, kids dress up and go trick-or-treating on horseback. The bell rings, you open the door, and a horse walks his front hooves into your house."

A party, with a whiff of barn and hay. The Globes are among the horse lovers from the Northeast, local real estate agents say, who are reviving a colony of equestrian snowbirds in Aiken, a city of about 30,000 that sits 16 miles from Augusta, Ga.

The town's reputation as a haven for horse lovers originally bloomed in the late 1800s, when wealthy Northerners, including the Whitneys, Vanderbilts and Astors, discovered Aiken's agreeable climate and found that its loamy clay soil was perfect footing for their horses' hooves. It was known as "the winter colony," a horsemen's playground, until after World War II, when "life got more demanding and the winter colony gradually faded away," said David Jameson, the Chamber of Commerce president. "But now we're seeing sort of a rebirth of the winter colony."

David Samson was New Jersey's attorney general when he and his wife, Joanna, heard about Aiken six years ago. They had a weekend house in Washington, Conn., and Ms. Samson rode with a local fox-hunting club — when the weather allowed.

Ms. Samson and her horses were cooped up with cabin fever when "someone told us about this awesome little horsy town, where the footing is always amazing," she said of Aiken. "I went down and fell in love. The red-clay dirt roads. The crosswalks that have two push buttons: one for pedestrians, one higher up for horseback riders. The adorable downtown."

The Scene

There's no such thing as holding your horses in Aiken.

There are steeplechases, fox hunts, polo matches and other competitive events. The streets downtown have names like Citation Drive, Ruffian Road and Saratoga Street, and the sidewalks feature a herd of life-size fiberglass horses. In the center of the city is the Hitchcock Woods, one of the largest urban forests in America, a nearly 2,000-acre preserve meant for horsy fun, complete with hilly trails and jumps.

There's plenty of golf, too. Some courses are public; others are within private clubs or gated communities. Perhaps disappointingly, golfers ride carts, not horses, between holes.

The downtown is home to mom-and-pop shops like New Image, which sells men's suits for $45 and ball gowns for as low as $29; Equine Divine, which specializes in horse-related gifts; and Jones Supply, a hardware store that looks straight out of a Frank Capra movie.

There's a mix of restaurants, like Up Your Alley and the West Side Bowery, where the appetizers are listed as "Dinner Starting Gate," and the salads as "Grazing Greens."

Aiken's night life can be wild on weekends. There are students from two local colleges, the seasonal horse set and scientists from the nearby Savannah River Site, a federal nuclear production facility. All of them spill onto the sidewalks, drinks in hand, from the Aiken Brewing Company, Pat's Martini Bar or CuiZine. At the Hotel Aiken, with its Polo Tavern and Tiki Tavern, people dance to Carolina shag, drink Jack Daniel's and smoke with abandon.

You'll also find couples like Cathy and Herman Wallace, who were pushing their rarefied pooches in a pink pram outside the elegant Willcox hotel. The Wallaces, who also live part-time in Kentucky and Tennessee, spend a few weeks each year at the Willcox "because they roll out the red carpet for us and our babies," Ms. Wallace said, referring to Patience, a bichon frisé-poodle with blue bow and collar, and Lola, a Maltese, with green bow and collar. But image and income play little part in the social scene, Ms. Samson said. "The women here care more about keeping their horses fit than getting their nails done."

Pros

Aiken's climate is dry and sunny, there are plenty of riding opportunities, there is a lively downtown, real estate values are below the national average, and taxes are low.

Cons

Smoking is allowed in restaurants and bars, but many in Aiken like that — South Carolina, after all, is tobacco country.

There are also several high-end communities being built, including the Ridge at Chukker Creek and the New Bridge Polo & Country Club.

Part-timers make up 17 percent of homeowners, said Sandra Korbelik, Aiken's senior planner, and the town is one of the fastest-growing second-home communities in the country.

LAY OF THE LAND

POPULATION 29,218, according to a 2007 Census Bureau estimate.

SIZE 16.2 square miles.

WHERE Aiken sits in the midwestern section of South Carolina, 16 miles northeast of Augusta, Ga., and 50 miles southwest of Columbia, S.C.

WHO'S BUYING Horse lovers from Northeastern states like Connecticut, New York and New Jersey.

WHILE YOU'RE LOOKING The Willcox (100 Colleton Avenue; 803-648-1898; www.thewillcox.com) is a white-pillared hotel with luxurious rooms and suites, most with fireplaces, all with featherbeds. Rooms are $185 to $525 a night.

Visit Aiken, South Carolina, where Main Street is a bridle path and people are in love with horses.



rt Meripol, Article by Taylor Bruce

Daylight Training

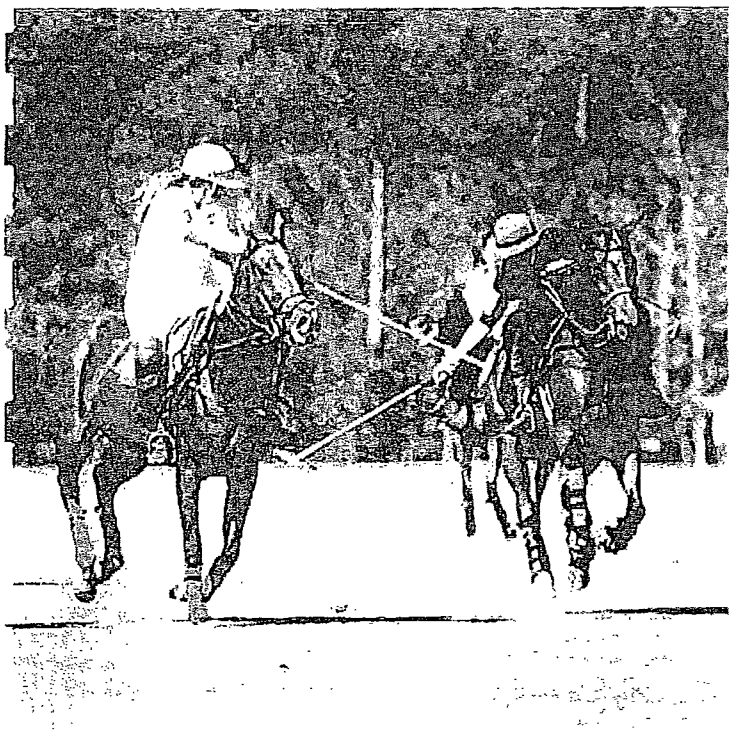
After grooms come in at 4:30 a.m. to rouse young Thoroughbreds, local trainers like Ron Stevens use the historic 1-mile Aiken Training Track for morning exercise. More information about racing in Aiken may be found at www.thegreatoutdoors.com.



ırt Meripol, Article by Taylor Bruce

Racetrack Sage

Quick-witted and ever-genteel, Cot Campbell of Dogwood Stable acts as Aiken's racetrack sage. "The Derby, Saratoga, people in pretty hats," he says. "You're selling ambiance." Visit [illegible] to learn more about Cot's journey as a horseman.



ırt Meripol, Article by Taylor Bruce

Neighborhood Polo

More than a refined tradition, polo is an excuse to tailgate around Whitney Field, circa 1882.

In the late 1800s, wealthy families from New York chose Aiken as a winter setting for their horses, because of both mild temperatures and clay-sand topsoil, suitable footing for the animals. Decades later some of the founding families' names—Hitchcock, Whitney, Bostwick—remain, as do classic horse traditions such as the steeplechase.



ırt Meripol, Article by Taylor Bruce

Local Riders

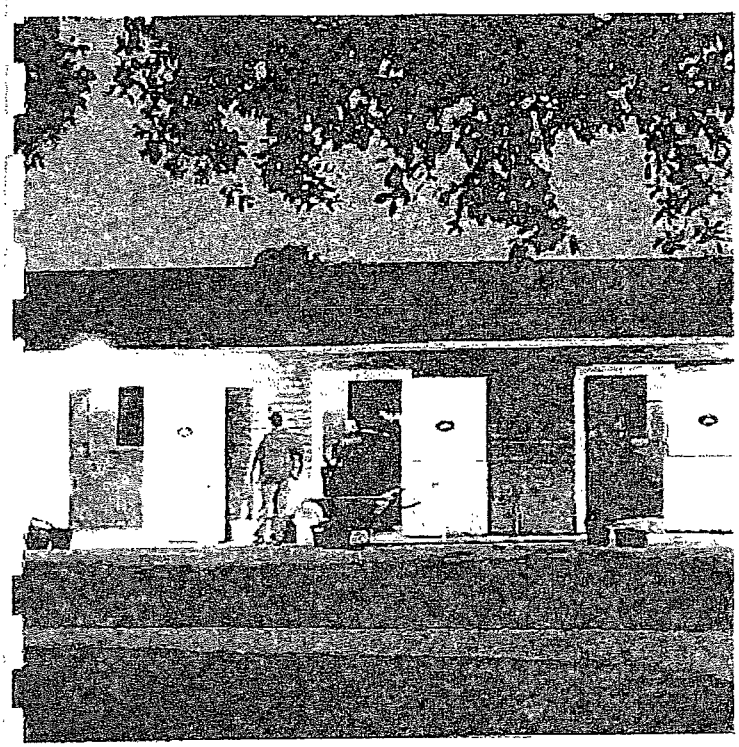
Ed and Leslie Giobbe, who live next to the Adam Winthrop Polo Field, spend as many twilight hours as possible atop Bravo and Timex, their 26- and 24-year-old horses. "They're family," Leslie says.



Art Meripol, Article by Taylor Bruce

Equine Escape

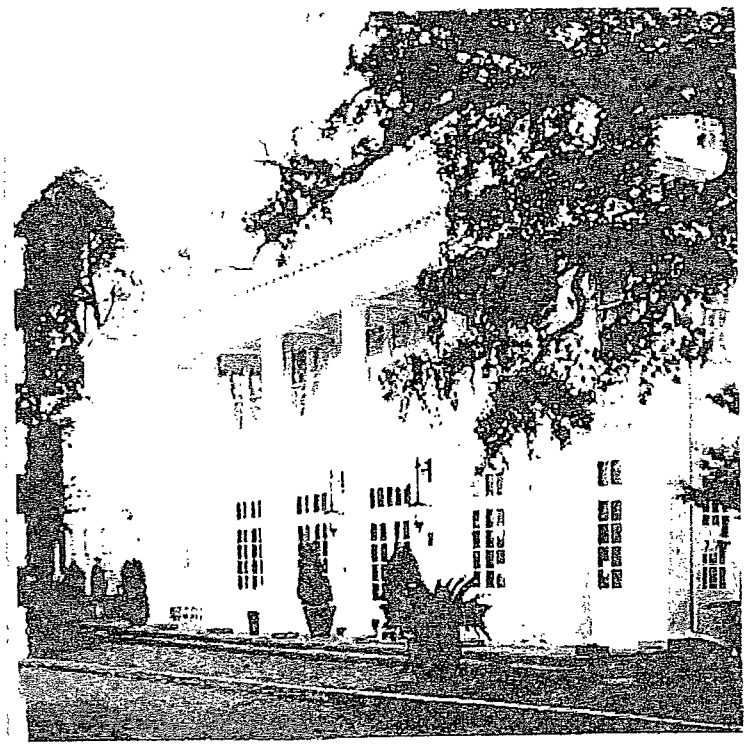
In the 2,100-acre horsemen's preserve Hitchcock Woods, sounds of both gallop and gossip float through longleaf pines and magnolia. Begun in 1939, the town-center equine escape is free and open to the public. To view a full map of Hitchcock Woods, go to www.hitchcock-woods.org.



Art Meripol, Article by Taylor Bruce

The Stables

An indigo sky heralds sunrise over Dogwood Stable. As fresh hay bales are put out and saddles tightened, the stalls feel as expectant as a silent church choir.



Art Meripol, Article by Taylor Bruce

Travel Information

Where to Stay

Steps from Hitchcock Woods' Memorial Gate, The Willcox hotel *(pictured)* is Aiken's unofficial great room for the horse crowd. Go on Tuesday nights for piano tunes and cocktails. Rates at The Willcox begin at $185.

For the more budget minded, you'd do well to stay at Hotel Aiken, set in the heart of town at 235 Richland Avenue; for more information call 1-803-648-4265. Most downtown shops and restaurants are a block or two away.

Where to Eat

For breakfast, try **The New Moon Café**, 116 Laurens Street.

Just off Laurens Street, you'll find local favorite, The West Side

Aiken Hounds

The Aiken Hounds were established in 1914 by Mr. & Mrs. Thomas Hitchcock of Long Island and recognized by the MFHA in 1916. The Hitchcocks bought approximately 3000 acres of woodland and open fields, which they intersected with miles and miles of drag lines. The fences in those days were between 4 – 5 feet in height – solid rails with brush on either side so that they could be jumped in either direction.

Before the lines of fences were built Mrs. Hitchcock hunted a pack of beagles in the Woods hence our green livery. Once the fences were erected, Mr. Hitchcock enjoyed schooling his steeplechasers around the Woods and it was about that time that Mrs. Hitchcock conceived the idea of running a drag adjacent to the fences. The Old Aiken Drag, as it was called then, was conducted at considerable speed over those large fences that could be jumped by as many as eight abreast.



Huntsman, Katherine Gunter and Staff take the hounds past Barton's Pond in Hitchcock Woods en route to the Memorial Gate, a traditional meeting spot for the Aiken Drag.

The Aiken Hounds' Opening Meet and Blessing of the Hounds is held on Thanksgiving Day at Memorial Gate in the Hitchcock Woods. Father Garrett Clanton of All Saints Anglican Church will officiate. The public is most welcome to attend, but please do not bring your own dogs to the Blessing. Please allow a good 30 minutes walk from the Laurens Street entrance to Memorial Gate.

During the regular hunt season, the Aiken hounds meet on Tuesday at 2:00 pm and on Saturdays at 9:00 am. Most of the season, we will meet at Memorial Gate; however, on occasion we will meet at The Stable On The Woods, located on Dibble Road in Aiken. Please stay in touch with the Aiken Hounds' hotline for updated information about fixtures, weather, attire and breakfasts

[illegible]

The Aiken Hounds have recently made the switch from crossbreds to Penn Marydels. As we are limited to hunting 10 couple of hounds at any one time, we keep approximately 12 couple of hounds. Currently, we have 8 1/2 couple of Penn Marydel and 1 1/2 couple of crossbreds.

AH was very fortunate to have been drafted a number of level 1 hounds from Red Mountain, Sedgefield, and Golden's Bridge to help us get started in our new breeding program.

During the summer months, we exercise the hounds in Hitchcock Woods on Tuesday and Friday mornings.

[illegible]

The Aiken Hounds' kennels are located on Dibble Road in Aiken adjacent to the Hitchcock Woods. The kennels were built in 1999 and are dedicated to the memory of Dolly von Stade Bostwick, former Master of the Aiken Hounds and a most devoted hound person.

The Aiken Hounds • 2009 - 2010

Nailgun	Vanguard	
Nipper	Vegas	
Nattyboh	Cadbury	
Naughahyde	Favor	
Nonie	Sarah	
Noodle	Valentine	
Poncho	Barmaid	
Rehab	Ladykiller	
Samson	Duff	(unentered)
Ginger	Reddy (unentered)	

[illegible]

The Aiken Hounds' have a variety of social activities throughout the year. Some of which include a Hunt Ball, Picnic, hunt breakfasts, Junior Meets, Hunter Paces, the Aiken Horse Show & work parties and much more!

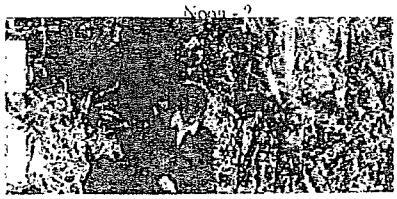
Please contact us for more information on upcoming events as well as membership details.

Field Hunter Trials

Autumn and Spring are the time for Hunter Trials! Less formal affairs than eventing, they do, however, bring out the competitive spirit and provide opportunities for both fun and schooling for both horse and rider...

Aiken Hounds Hunter Trials & Hound Show
Saturday, October 3 (Rain Date: October 4)
Paradise Farm
4069 Wagener Road, Aiken, SC

"Hunt Night" at the Aiken Fall Classic
Saturday, September 12, 2009
Polo Field at Highfields Event Center
Noon - ?



[illegible]

2010

Saturday Jan 2nd



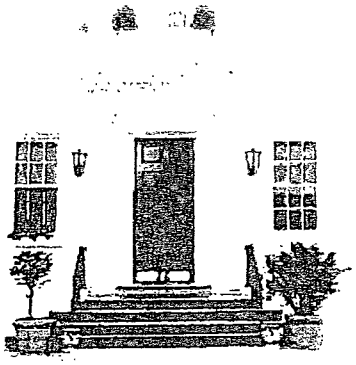
Hounds will meet Tuesdays at 2 pm and Saturdays at 9 am unless otherwise indicated October through March. During the regular season, formal hunting attire will be required. Check with the Masters (643-DRAG) regarding light-weight livery for warm days above 60 degrees.

All subscribers, their guests, and capping visitors are required to sign waivers and to present copies of current Coggins tests to the Hunt Secretary for safe keeping. Guests are invited to wear their hunt colors. Smoking is prohibited in the Woods.

Members of the field are required to wear ASTM approved protective headgear with harness.

Conveniently Located next to "The Balcony" is the Historic

Green Boundary Dinner and Social Club



Green Boundary Club

since 1956

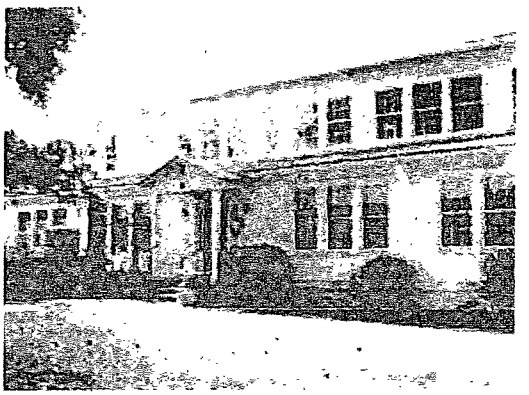
Located in Historic Aiken, South Carolina
780 Whiskey Road

Fine Dining, Special Event Planning and Overnight Accommodations

803-649-2549
Receptionist@greenboundaryclub.com

The Fermatta Swim & Tennis Club

The Fermata Club is a private social, swim and tennis club located at 841 Whiskey Road in Aiken, SC. Tennis programs are offered year-round and the pool is open from May through October. Please enjoy browsing our site, find information and see pictures of our facilities and programs.



ABOUT FERMATA

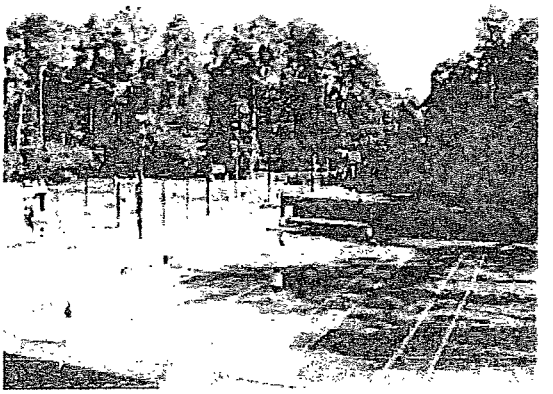
Our club is situated on the grounds of the former Fermata School for Girls, founded in 1919 for the education of the children of the Winter Colony residents by Marie Eustis Hofmann, wife of the internationally famous pianist Josef Hofmann. "Fermata" is a musical symbol meaning to "rest" and hold the note longer than usual. Fire destroyed the main buildings of the school in 1941.

In 1952, 16 families leased the former school and grounds with the intention of cleaning it up and forming a social club on the property. By the time the pool opened that summer, the club had expanded to 131 charter members.

Since then, Fermata Club has played an important role in the Aiken community with countless social, swim and tennis events. Every year dozens of weddings and milestone parties are held here.

The Fermata Club is a private corporation owned by its members and governed by a Board of Directors. For further information, please contact the Club manager at 648-5673.

The tennis facility includes six hard surface courts attractively set into a garden landscape. Many USTA League teams and a CSRA day-league team compete from Fermata. Both members and non-members are welcome to attend the tennis programs and the public is invited to contact Nancy Looney at the tennis building 648-9114 for tennis lessons and clinics.



The Fermata Club is known throughout the region for its exceptional swim programs. Swim lessons and clinics are offered to members and guests during the pool season which runs from May to October in the brand new pool that opened in Summer 2006.

The Fermata Hurricanes swim in the CSRA Division I summer swim team league. The swim season starts with practices in May and continues until the summer championship meet in July.



APPLICATION FOR MEMBERSHIP TO THE FERMATA CLUB

(Application Form Valid through December 31, 2009)

To: **The Fermata Club**
PO. Box 752
Aiken, SC 29802

_____ Date Application Received

$_____ Amount of Fees & Dues

I hereby apply for membership in The Fermata Club for me and members of my immediate family. If accepted to membership in The Fermata Club, I agree to abide by the constitution, bylaws, and rules of the club. I agree to pay all club dues and assessments promptly and understand that I am legally responsible for such dues and assessments from the date of acceptance of my application by the club until the date my formal resignation is received by the club. A member may resign at any time upon notice to the Board of Directors. Memberships are not transferable.

_____ Signature of Applicant

_____ Printed Name of Applicant

_____ Printed Name of Spouse

Home Address: _____ Street _____ City, State _____ Zip

Home Phone: _____ E-Mail: _____

Names of all other family members (children and dependent parents) and ages of children (please print).

_____ _____ _____

_____ _____ _____

_____ _____ _____

For an application to be considered, an initiation fee plus-at least one-half of the annual dues must be included with this application. Annual dues may be paid in two installments or all at once.

Membership (select one) Family (3 persons or more) Couple (2 persons, 1 older than 16 years) Single (1 person, older than 16 years)	☐ Family	☐ Couple	☐ Single
Initiation Fees	☐$300.00	☐$300.00	☐$300.00
Dues Payment Plan Two payments per year One payment per year ($60.00 annual savings) - -	☐ $350.00 ☐ $630.00	☐ $310.00 ☐ $560.00	☐ $270.00 ☐ $480.00
Total Initiation Fees and Dues Enclosed These fees are not refundable once the application has been approved by the board of directors.	$_____	$_____	$_____

For completion by Sponsors: In sponsoring this application, I, the primary sponsor, attest that the applicant and his family have the necessary qualifications for membership in the Fermata Club and will, in my opinion, be good members.

_____
Primary Sponsor Signature

_____
Primary Sponsor Printed Name

_____
Date Approved By Board

www.fermataclub.com

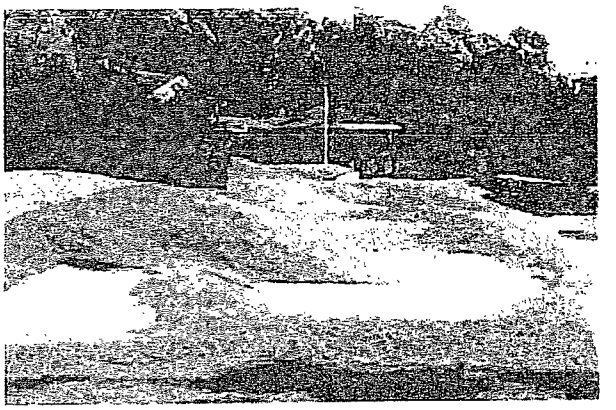
The Aiken Golf Club

555 Highland Park Drive
Aiken, SC 29801

The Aiken Golf Club is located in the center of Aiken, South Carolina. A thriving mid-sized town, Aiken has been a mecca for people fleeing cold northern climes since its inception. Moderate winter temperatures allow year-round play in what has become the hub of golf in the Southeastern United States. Only 16 miles from the Augusta National Golf Club, The Aiken Golf Club maintains a prominent role in this ever-growing sport.

The Aiken Golf Club is steeped in golf history. Originally built in 1912, with a portion of its design attributed to John Inglis, it is one of the oldest courses in the nation. Professional golfers Babe Didrikson Zaharis and Patty Berg among others, played here. Fred Astaire and other celebrities came to Aiken during the cold winter months to test their skills. May Dunn was instrumental in making it the first course in America to feature tees especially for women.

Completely renovated and reopened to considerable fanfare during 1999, the course has never looked or played better. We invite you to come see for yourself. It will test your skill while reminding you of golf venues of old. Come be a part of golf history.



Situated amongst the rolling Carolina sandhills, the course plays 6,007 yards from the Medal Tees, 5660 yards from the Mid Tees and 4,760 from the Fore Tees.

All greens and tees were rebuilt during 1999 to USGA specifications. Most of the undulating, Bermudagrass greens descend from back to front, and have two or more levels. Fast and bewildering, trying to pitch onto these greens, leaving yourself an uphill putt from the correct shelf, can give new meaning to the word "touch."

Sand waste areas were incorporated throughout the course during the remodeling process. Areas between tee boxes and landing zones, distant right and left areas along fairways, and borders to some greens are the main places you'll find them. Planted

with lovegrass, they are aesthetically pleasing and serve an important role in conserving water during the heat of summer.

AGC Upcoming Events

- Member-Member - Winners Scott Ferguson & Ben Stephens
- Jack & Jill (men/women mixed team) - Winners Cindy Niland & Bill Puz
- Match Play, Month of August
- Club Championship - August 29 & 30 (Saturday & Sunday)
- Senior & Lady Championships - August 21 & 22 (Friday & Saturday)
- Member-Guest - weekend of September 11 - 13

Masters Week for Members

- Make your tee times now. All members are requested to have at least 2 guests in their foursome. Rate for guests is $45 which includes use of golf car for 18 holes. Deposits are not necessary for member tee times BUT any member tee time that is a "No Show" will be billed for the entire foursome. Please cancel tee times if you are not able to play. No exceptions.

Club Champions For 2009/2010 Season

- Ron Schroder, ClubChampion
- Cindy Niland, Ladies Champion
- Harold Kimmel, Super Senior Champion
- Nick Walker, Senior Champion

Legends Grill

Located on the second floor of the Clubhouse, The Legends Grill is open Tuesday through Sunday and offers a full-service food menu plus a selection of adult beverages. Whether you're in the mood for a quick bite before you tee off, or a hearty meal after a tough round, come in and sample the delicious fare at the Grill.

- Operated by Chef, Ed DeFelice. Ed's specialty is Italian food and he brings a special flair to the hearty portions served in the grill. Need to schedule a special party, please call Ed at 641.2094.

Golf Shop Staff

- Consists of Lorraine Morgan, Golf Shop Manager and her trusty companions Charlie McPherson, Mickey Walker, Linwood Thompson, Bill Puz, Jay Jackson, Frank Daly and Bill Walsh. Members always receive a 20% reduction off retail prices on clothing. Ask us for prices on golf club sets -- you'll be surprised.

Reservations:

Reservations for tee times at The Aiken Golf Club can be made in advance by calling or emailing The AGC staff (see Contact page for information).

Fees: (effective January 1, 2007)
The Aiken Golf Club remains one of the best golfing values in the southeast. And, contrary to the trend across the country, walking is allowed.

Special Rates:
- Senior Days (60 or older): Tuesday and Thursday $25.00, 18 holes with cart
- Ladies Day: Mondays $25.00, 18 holes with cart

Non-Member Rates:
- Monday through Thursday: $32.00/ride & $22/walk
- Friday Saturday and Sunday: $37/ride & $25/walk
- Twilight Rate* Mon-Thur: $25/ride & $20/walk
- Twilight Rate* Fri-Sun and Holidays: $28/ride & $20/walk

* *After 2:00 pm (3:00 pm EDT)*

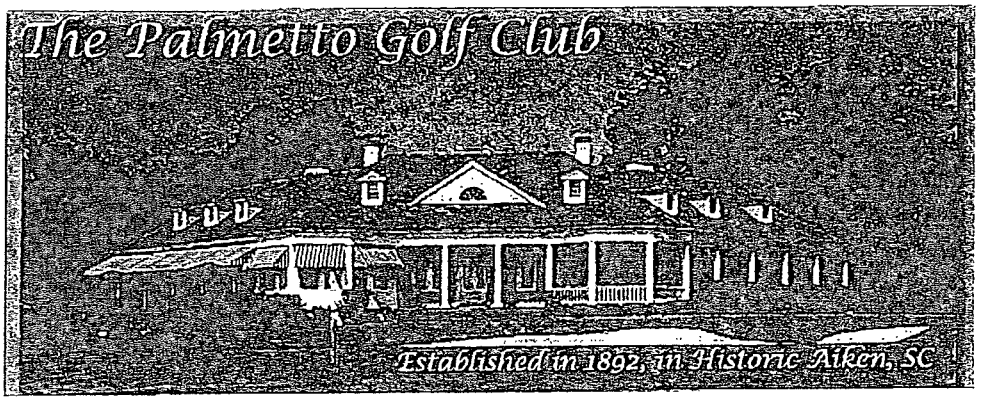
Member Guest Rates: must be accompanied by a member
- Monday through Friday: $27.00/ride & $20/walk
- Saturday and Sunday: $32/ride & $22/walk

Member Information:
- Play after 5:30 pm for members only
- 9 or 11-hole play is allowed only when the club is not busy
- Member cart fees: $13—cart only for 18 holes; $9—cart only for 9 holes; Monthly and Quarterly cart plans are available (ask for information in the pro shop)

Club Rules
All guests and members of the The Aiken Golf Club are required to wear proper golf attire. Proper golf attire does not include jeans, T-shirts, or other dress that is deemed unbecoming of the standards of The Aiken Golf Club. This rule will be strictly enforced with no exceptions. No personal coolers are allowed. Thank you for your cooperation.

Phone: 803.649.6029
Fax: 803.641.2067
Email:
aikengc@gforcecable.com

Address: The Aiken Golf Club
555 Highland Park Drive
Aiken, SC 29801


The Palmetto Golf Club
Established in 1892, in Historic Aiken, SC

GUESTS OF PALMETTO GOLF CLUB

The Palmetto Golf Club welcomes you and its staff will do everything in their power to make your day an enjoyable one of golf in a relaxed atmosphere. We are a club with few, if any rules, but our members do respect, and ask you to respect, our traditions and customs. We are proud of the Club. Who wouldn't be proud of one of the original courses in America? Palmetto Golf Club is the product of great members and the result of work by two icons in their respective fields- our Clubhouse was designed by Sanford White, who's only other Clubhouse project was Shinnecock Hills and Allster MacKenzie, best known for his design for Augusta National Golf Club.

Guests may play once a month with a member if the guest resides within a 75 mile radius of Aiken, SC.

So, welcome! We are glad you are here. Please review our customs and traditions below and when in doubt, please ask your Palmetto member.

1. Please park your vehicle in the lot on the right side of the drive labeled VISITORS PARKING. You may drive down to the lower lot in order to drop off your clubs, or you may place them behind your vehicle and our attendants will pick them up and bring them to the pro shop.

2. Please check in at the Pro Shop when you come on the property. We encourage all guests to bring their golf shoes and any change of clothes to the locker room in the same building as the Pro Shop. A guest locker is available. Please do not change shoes in the Visitors Parking lot.

3. Courtesy on the golf course is expected of every player. The single most important factor in producing an enjoyable round of golf is speed of play. As you know, or will soon experience, Palmetto Golf Course is one of tees and greens in close proximity. Please be conscious of your voice and conversation- they carry a long way in the woods.

4. Please carefully rake all sand traps and repair ball marks. Keep pace with the group in front of you. We ask that you play your round in 4 hours or less.

5. Members can help you navigate the course but the most important thing to keep in mind if you are driving a golf cart is to exit the fairway when you see the green and white posts approximately 70-100 yards from the green.

6. Proper golf attire is required. Traditional "blue jeans" are not considered appropriate golf attire.

7. Cell phones are, unfortunately, a part of our lives. The Club will not prohibit their use however, we request you use your cell phones for emergency business or medical calls. Please be brief.

8. Customs and traditions also extend to THE PORCH. Part of your visit should be a post-round conversation with our members on The PORCH. Hyperbole, bad jokes and a "one that got away" story are all that is required for entry into rocking chair circle. Please join us.

9. Finally, a custom that we like to remind guests about. We are pleased to see Palmetto Golf Club logos in airports and anyplace where great people like yourself are. Please stop by the Pro Shop before you leave the property and fill up one of our Palmetto Golf Club shopping bags with memories of your day.

Please note that Palmetto is a non-smoking facility, so we ask that you refrain from smoking in the clubhouse, pro shop, and locker rooms.

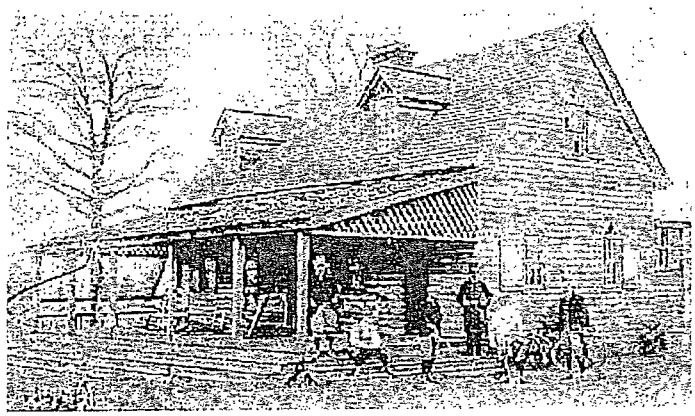
Again, welcome. We are anxious to meet you and have you experience golf the way it was meant to be experienced.

Thanks and Have A Great Day!
Palmetto Golf Club

The Palmetto Golf Club

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Our History



Palmetto Golf Club was founded in 1892 by Thomas Hitchcock, a prominent sportsman from Long Island, New York. He and his wife attracted many wealthy families from the Northeast who established a Winter Colony in Aiken. These winter residents created a number of recreational facilities for polo, fox hunting, horseback riding, and tennis. Several large estates were constructed in the heart of Aiken in the vicinity of the Palmetto Golf Club, many of which continue to exist.

Recognizing the interest being taken in golf in America, Mr. Hitchcock laid out four holes in 1892 where holes #16, 17, and 18 and the practice range are now located. Title to the land and facilities was transferred to the Whitney Trustees in 1901 to assure that it would be preserved for the future. The Palmetto Golf Club has leased the facilities from the Whitney Trustees since that time and recently signed a new lease through the year 2080.

After the first four holes were constructed in 1892, Herbert Leeds, who also built Myopia Hunt Club in Boston, laid out the remainder of the initial nine holes. Palmetto was expanded in 1895 to 18 holes with the completion of the second nine holes that had been designed by Leeds and James Mackrell, Palmetto's first golf professional. There is a record of Donald Ross having done some work at Palmetto in 1928. It is believed that his firm installed an early irrigation system on the golf course by damming up the creek down the hill from the 18th tee.

In 1932, when Dr. Alister MacKenzie had completed the Augusta National Golf Club, he was asked to draw up plans for converting the Palmetto sand greens to grass and lengthening the course. Many of the original Augusta National investors were Winter Colonists from Aiken who also belonged to Palmetto. Wendell Miller of New York, who had just finished building Augusta National, was contracted to manage the project. The work at the Palmetto used some excess materials from the Augusta National project.

There were many minor changes, mostly involving tree and bunker work, throughout the 40's, 50's, 60's and 70's. Rees Jones suggested some bunker renovations, which began in the late 80's and were completed when the course was re-grassed in 1995. In 2003, Tom Doak, a recognized authority on Dr. MacKenzie's work, provided recommendations to restore some of the MacKenzie design characteristics on the golf course. This work was completed in 2005 and mainly involved reworking the bunkers and expanding the greens out towards the existing mounds and slopes. Noted golf course architect Gil Hanse is now serving as resident architect for the Club.

The Palmetto Golf Club



Research indicates that the Palmetto Golf Club is the oldest, continually operated eighteen hole golf course in its original location in the Southeast and probably the second oldest in the United States, with the Chicago Golf Club being the oldest.

Palmetto Golf Club has hosted numerous prominent professional golfers throughout the years. The legendary British professional Harry Vardon visited the Club during his initial visit to America in 1900 when he won the U.S. Open at the Chicago Golf Club. During Vardon's visit to Palmetto, as a professional, he was denied access to the clubhouse and was not allowed to wear "plus fours" on the course. He was only allowed to smoke on the course by virtue of a special dispensation from the golf committee.

Some of the other prominent professionals who have played Palmetto are Masters Champions Ben Hogan, Byron Nelson, Sam Snead and, in recent years, Ben Crenshaw. From 1945 to 1953 Palmetto held the prestigious Devereux Milburn tournament as a pro-am the weekend before the Masters. This tournament was won by such notables as Ben Hogan, Byron Nelson, George Fazio, Henry Picard, and Lawson Little.

In addition, many top amateurs have played Palmetto through the years including Club members A.H. Fenn and Bobby Knowles. The legendary Bobby Jones and William C. Campbell, former President of the USGA and one of only three Americans ever to be named Captain of The Royal and Ancient Golf Club of St Andrews, have also played the course.

Other notables who have played the Palmetto include Presidents Eisenhower and Taft, Britain's Prince Andrew (when he was Captain of the R&A), and Sir Michael Bonallack, former Secretary and Captain of the R&A and five time British Amateur Champion. Entertainment celebrities such as Fred Astaire, Phil Harris and Bing Crosby have also played here.

Our past club presidents include Eugene Grace, the former Chairman of Bethlehem Steel, and George Herbert Walker who was the great-grandfather of President George W. Bush, a former president of the USGA, and the donor of the Walker Cup.

Palmetto Golf Club has had only seven golf professionals in its history. The first professional, Jim Mackrell, faithfully served the Club for forty-two years. The current professional, Tom Moore, came from West Lake Country Club in Augusta in 1982 and is the "dean" of golf professionals in the Aiken-Augusta area.

While not one of the five original founding members of the USGA, Palmetto Golf Club joined on January 22, 1896, some fourteen months after the USGA was founded. The Palmetto Golf Club's USGA certificate is believed to be the oldest still in existence and is on display at the Club. Currently Palmetto Golf Club's USGA certificate ranks 19th in seniority among active USGA certificates.

The current clubhouse, completed in 1902, was designed by noted New York architect Stanford White, who also designed the Shinnecock Hills clubhouse. A number of the early members of Palmetto also were members of Shinnecock. The Historic Aiken Foundation has designated the Palmetto Golf Club as a place of historic significance.

The golf course is a par 71 layout and plays at 6,713 yards from the championship tees. What the course may lack in length it more than makes up for with its small elevated and undulating greens, and clever (some say diabolical) bunkers. The competitive course record of 59 was established by USC-Aiken All American golfer Dane Burkhart on Sunday, August 14, 2005 in the final round of the Palmetto Amateur. Burkhart's victory margin was 8 shots and he scored a record 20 under par for the four rounds of the tournament.

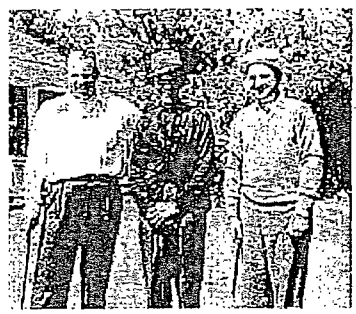
Two of the most noted observations about Palmetto were made by golf legends Ben Hogan and Bobby Jones. Ben Hogan said that "holes 3, 4, and 5 were the best back-to-back par 4s that he had ever played." According to Dick Taylor of Golf World, Hogan also said that holes 3, 5, and 13 were three of his 18 favorite holes. Bobby Jones said that "number 7 was the best medal play par 3 he ever played."

Probably the highest compliment paid to Palmetto was made by Dr. Alister MacKenzie in the May 1933 edition of the American Golfer Magazine. MacKenzie said, "The alterations at Palmetto have been such a success that the Chairman of Bobby Jones' executive committee at the Augusta National writes me saying, 'We have only one serious complaint to make against you regarding the Augusta National. That layout you designed at Aiken is liked so well that the Aiken colony does not seem to be the least bit interested in coming over to the Augusta National'."

Some of the Players at the Palmetto



Mr & Mrs Bing Crosby



Fred Astaire



Barry Goldwater



Ben Hogan

The Palmetto Golf Club

Contact Us

Need to Contact Us? Want Membership Information? Please feel free to contact us at our club offices or at one of the email addresses below. We will be sure to get back in contact with you as soon as possible.



Palmetto Golf Club
275 Berrie Rd SW.
Aiken, SC 29801

General Manager & Director of Golf	803.649.2951	TomMoore@palmettogolfclub.net
Head Golf Professional	803.649.2951	BrookaBlackburn@palmettogolfclub.net
Business Office	803.649.9651	AnnieReagan@palmettogolfclub.net
Pro Shop	803.649.2951	PalmettoProShop@palmettogolfclub.net
Course Superintendant	803.648.3834	RhettBaker@msn.com
Maintenance Shop	803.648.3834	RhettBaker@msn.com
Technology Deployment	803-649-2951	BillWalsh@palmettogolfclub.net

BOARD OF GOVERNORS

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robertmillen@att.net

Phil Hubacher
Vice President
pandshubacher@bellsouth.net

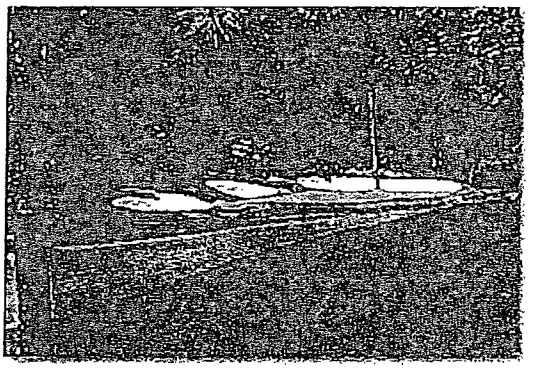
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Tom Farmer
Assistant Treasurer
farmerandassocintes@yahoo.com

Jim Marra
Secretary
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General Questions? Comments? Contact Palmetto Golf Club Site questions or comments, contact: Webmaster, HHWD
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HOUNDSLAKE
COUNTRY CLUB



Club History

In the early 20"' Century Aiken was established as an exclusive winter resort by wealthy northerners. They built their "winter colony" in the sand hills of Aiken County and developed a society focused on the personal pursuit of gracious southern living. Their interest centered around Polo ponies, thoroughbreds and the fine art of Golf. This culture still thrives today, and in the center of it all you will find Houndslake Country Club. Over three hundred acres of beautiful lush greens, thousands of colorful Azaleas and majestic Dogwoods.

Houndslake Country Club centers around a 27-hole Championship golf course designed in 1974 by Joe Lee, who planned the likes of Doral, La Costa and Disney World. The three nines provide pleasure to the average golfer and a memorable challenge to the champion. Each nine measures a little over 3,300 yards and they each play to a par of 36. Houndslake Country Club was designed to offer versatility for both the weekend golfer and the professional. The Dogwood and Laurel nines have played host to the 1977 and 1981 South Carolina Golf Association Amateur Championship, the 1982 and 1984 South Carolina Golf Association Four Ball Championship, the 2001 and 2002 South Carolina PGA Pro Junior, several United States Amateur Qualifiers, The Women's Transnational Amateur, and is the home of the Women's Eastern Golf Association Senior Championship and the Joe Wyatt High School Junior Invitational.

The mild, agreeable climate of Aiken allows year round outdoor recreation. The beautiful courses wind through a quiet residential community. The spacious clubhouse offers a variety of dining opportunities. The Main Dining Room offers breakfast, lunch

and dinner Tuesdays through Friday and a magnificent Sunday Brunch every Sunday from 11:00 A.M. until 2:00 P.M. There are several conference rooms providing meeting space for ten to 250, and the Ballroom at the Club has become one of the areas most desired facility for wedding receptions. It is also the site of many, many member events from luaus to quarterly dinner dances and more. Our golf and tennis shops offer all the support in equipment, instruction and organization needed for a special golf or tennis experience.

Our resident golf and tennis professionals offer clinics and tournaments in addition to private lessons for all ages and abilities. The tennis facility includes eight lighted tennis courts and host the areas only "Premier Surface" courts, which offer the cushion of clay courts and the playability and endurance of hard surfaced courts. Between the golf and tennis centers lies the Olympic sized swimming pool, complete with bathhouse and snack bar. The Club boasts one of the areas premier junior swimming programs.



Houndslake Facilities

Clubhouse

The Jones Creek Clubhouse officially opened in October 1986. The Clubhouse features classic architecture with Greek Doric Columns, wide verandas and gracious French doors. All of these special touches were added to echo the gracefulness of a 19th century building. The Pro Shop is stocked with all the lastest clothing and golf equipment. Polo, Fairway and Green, Calaway and Adidas to name a few. Relax in the grill room while enjoying lunch or pick up a quick snack when making the turn. Jones Creek has everything you need to enjoy a day of relaxation on the links. Our clubhouse is the

central gathering point for the Houndslake members. The clubhouse is home to the Dining and Banquet facilities as well as our Hagan Lounge.

International Golf Academy, Augusta, Georgia

TaylorMade has chosen our academy as one of its sites for MAT-T. This allows the academy to offer the same high-tech fitting process that only professional golfers have had access to. In addition to the several million dollar renovation of the golf course and clubhouse, Jones Creek houses a state of the art Teaching and Fitting Center. The driving range has been repositioned and includes covered hitting areas along the back of the tee. The Teaching and Fitting Center includes two indoor/outdoor climate controlled hitting bays and incorporates the most advanced technology in the world today. "To have TaylorMade involved with our academy is very exciting. They have created products that currently rank first on the PGA Tour. TaylorMade has accomplished this fitting system that is unmatched in the industry. This system will increase the average golfer's drive about 25 yards and may prove to teach some old dogs new tricks!" The system is unmatched in the industry. Our MAT-T system is one of the very few in the United States. The TaylorMade MAT-T system represents a substantial investment in the Center and the Golf Academy. It is the ultimate in teaching and club fitting technology. This technology was previously only been available to PGA Tour professionals who visited TaylorMade's California headquarters. The commitment TaylorMade has made to Jones Creek Golf Club is exciting and a positive reflection on our plans to create one of the premier learning centers in the east. TaylorMade is dedicated to be "the best performance golf brand in the world". The MAT-T System is located at Jones Creek Golf Club in Augusta. Our customers can expect swings to improve and drives to increase 25 yards. Private and group lessons are available 6 days a week. Walk-ins are welcome and appointments are encouraged. Call 706-364-4766 for appointments.

Pro Shop

Come in and see the newest golf apparel and equipment. Our pro shop has been renovated and stocked with the latest in golf accessories. Our staff is waiting to serve your every golfing need.

Grill

After a relaxing game of golf, come enjoy a cold drink and snacks at our Grill, located next door to the Golf Pro Shop. The Grill is a casual environment where your golfing attire is welcome to share stories over a burger or snack.

Hogan Room

Our mid-sized meeting room. Large enough for business meetings and company parties, yet small enough for dinner parties, wedding showers, or luncheons. Our Hogan room seats 30-90 people.

Jones Room

Perfect for intimate dinner parties or small business meetings. The room holds 12-32 people comfortably and meals can be served here as well.

Palmer Ballroom

The Ballroom at the Club is the premier place in the Aiken and Augusta area for your upcoming event. You will find comfortable and versatile meeting facilities to accommodate almost all of your business needs, as well as the finest cuisine and service for that special event or wedding reception.

Sarazen Room

Our Sarazen Dining Room has become a very popular restaurant with our members and their guests. Completely remodeled in 2001, the Dining Room seats over 100 for breakfast, lunch, and dinner. It is used exclusively for our members' and guests' a'la carte dining pleasure.

Social

There is always a Social event for your enjoyment. Join us for various events around the club from Wine Tastings, Seafood Buffets, Bingo Buffet Bashes to July 4th BBQ, Memorial Day Cookout, Clemson-Carolina Kick-Off Party. There is always a Social event for your enjoyment. Join us for various events around the club from Wine Tastings, Seafood Buffets, Bingo Buffet Bashes to July 4th BBQ, Memorial Day Cookout, Clemson-Carolina Kick-Off Party.

The Lounge

Join us every Tuesday to Saturday evening at 5:00 pm in the Lounge. Enjoy your favorite beverages with your friends along with a wonderful Pub menu that includes a variety of appetizers, salads, and entrees. Happy hour each Tuesday to Friday from 5:00 pm until 6:30 pm and Jamie always has one of his special cocktails. If you are really hungry, ask Jamie for a Twilight or dinner menu. And remember, we save Tuesdays for Country Cooking. Dress is always casual - shorts are allowed. Men must wear collared shirts, and denim is not allowed. *And you just have to have an order of Jeff's fried pickles!*

The Course

The Jones Creek Golf Course is built on a superb site, ideal for a world-class golf course, The challenge of Jones Creek has been created by incorporating the existing vegetation and streams as well as utilizing other natural conditions to create a variety of golf holes in length, angle and direction of play. It has been designed with a generous hand, each hole having a character and identity of its own. This course will be well adapted to

championship play while never ceasing to be a challenge for every class of golfer. The 18-holes of Jones Creek Golf Course wind through a 520-acre site perfectly adapted to the creation of a world-class course. The course measures over 6900 yards from the Champion tees. Winding streams and mature vegetation have helped create the individuality of each hole. The TifEagle Bermuda greens and Bermuda 419 fairways are meticulously groomed and equal the most prestigious private clubs and resorts. Multiple tees are provided to insure players of every caliber a comfortable, enjoyable round.

Azalea Course

The Azalea Nine boasts 3222 yards of fairway winding through some of the older homes of Houndslake. The par five 5th hole has been the subject of many a photograph in the past twenty years.

Dogwood Course

The Dogwood nine measures 3326 yards and plays to a par of 36. Dogwood number 7 is as beautiful a par 5 as there is in the South.

Laurel Course

The Laurel nine is the newest of our three nines. Completed in 1976, it is considered the most difficult. The signature fifth hole is a 560 yard par 5, with the third shot playing across 100 yards of Laurel Lake. The lake stretches along the entire length of the par 4 sixth hole.

Driving Range

The Driving range is the site of much of our golf academies. The range is generally open from 7:30 each morning until the golf pro shop closes at 7:00 in the evening. Come enjoy one of the finest driving ranges in the area. Equipped with covered hitting bays, short game, bunker area, and a separate large putting green, our driving range has it all. Open to club members and the public 7:30 am to 5:15 pm daily.

Golf Shop

Houndslake's professionally stocked golf shop is always filled with the latest in club technology and men's and ladies fashion. Jan Snipes, our Shop Manager, is continuously re-stocking with the latest from Adidas, Fairway and Greene, Polo, Under Armour, Sport Haley, Tehama, Liz golf and more.

Pool

Our 200,000 gallon olympic sized pool is the home of the Aiken Swim Association and the Houndslake Swim Team. Our swimmers are a perennial powerhouse in the Aiken/Augusta Area.

The pool is also host to many of our luaus, Friday evening "After Hours", Kids' "Pizza by the Pool" parties, and the annual "Back to School Bash". Kellie has also been known to put a DJ by the pool in case you feel like dancing.

The pool opens Memorial Day weekend and closes on Labor Day each year. You will find many of our members in the pool on weekdays for water aerobics.

Hours for the 2007 season are as follows:
Monday - Saturday 11:00 am - 8:30 pm
Sunday 1:30 pm - 6:00 pm

Our Sarazen Dining Room has become a very popular restaurant with our members and their guests. Completely remodeled in 2001, the Sarazen Dining Room seats over 100 for breakfast, lunch, and dinner

It is used exclusively for our members' and guests' a'la carte dining pleasure. Executive Chef Don Gangway and Chef Donnie Gangway change the menu seasonally.

Twilight Dining is offered Wednesday through Saturday evenings from 5:30-7:00pm along with our a'la carte menu.

Our wine room is a very popular spot and is available for any special occasion; seats up to 12 people.

Houndslake Tennis



Within a service ace of the Clubhouse and nestled between the fairways of the Azalea nine is the tennis facility, Houndslake tennis facilities offer a variety of amenities for every level of player.

Houndslake Country Club host the only "Premier" Surface courts, offering the best of both hard and soft playing surfaces. There are eight lighted tennis courts, two soft and two that boast the newest "Premier Surface" which offer the feel of soft courts and the playability of hard surface courts. A full service tennis shop and a cabana are all available for an enjoyable set of tennis.

Our Director of Tennis, Mark Tatusko is always busy with clinics, lessons, and keeping are calendar of events full of mixers, tournaments, round robins and more for the entertainment of our members and guests.

Hard courts

Soft Courts

Tennis Pro Shop

Featuring the finest in tennis equipment and attire, our Tennis Pro Shop hosts just the right gear for your next match. The Tennis Pro Shop is also the location where members can book courts and or reserve private lessons with our Tennis staff.

Houndslake Memberships

Membership - $ 50.00+

This Membership allows the Member and immediate family to enjoy use of all the facilities at Houndslake Country Club and to attend all Golf, Tennis and Club-sponsored events and activities upon payment of the required applicable fees. Fees for this Membership are as follows:

Golf fee (18 holes)	$20.00+
Tennis fee	8.00+
Swim fee	5.00+

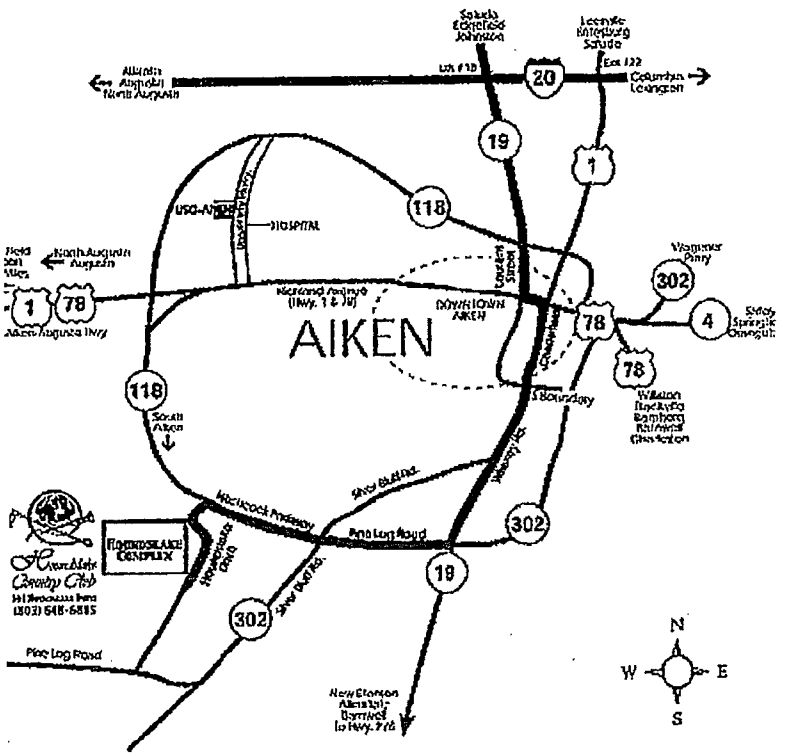
Upgrades may be added to the Base Membership as follows:

( ) Unlimited Family Golf -	$150.00+
( ) Unlimited Single Golf -	125.00+
( ) Unlimited Family Tennis -	$ 40.00+
( ) Unlimited Single Tennis -	30.00+

( ) Unlimited Family Swim - $ 15.00+
( ) Unlimited Single Swim - 10.00+

+All Categories of Memberships and Upgrades are subject to the 5% Admissions Tax.

**When using any of the Clubhouse Restaurant Facilities a 15% Service Charge will be added to all tickets.



From Atlanta/Augusta (traveling East on I-20)
Take Exit 18 onto Hwy. 19 South (right) into Aiken (about 5 miles). As you enter Aiken, you will be on Laurens Street (downtown area). Turn left at Richland Avenue and then right onto Chesterfield Street. Chesterfield Street becomes Whiskey Road at South Boundary. Follow Whiskey Road (Hwy 19) to Hwy. 302 and turn right. This is Pine Log Road, and will become Hwy. 118 (Hitchcock Parkway, also known as "the bypass") at the next intersection (Silver Bluff Road). Houndslake Drive is approximately 1 mile from that intersection, on the left. There is a sign for Houndslake Country Club at the corner.

From Columbia/Lexington (traveling West on I-20)
Take Exit 22 onto Hwy. 1 South (left) into Aiken (about 6 miles). As you enter Aiken, you will be on York Street. Turn right at Richland Avenue and then turn left onto Chesterfield Street. Chesterfield Street becomes Whiskey Road at South Boundary. Follow Whiskey Road (Hwy 19) to Hwy. 302 and turn right. This is Pine Log Road, and will become Hwy. 118 (Hitchcock Parkway, also known as "the bypass") at the next intersection (Silver Bluff Road). Houndslake Drive is approximately 1 mile from that intersection, on the left. There is a sign for Houndslake Country Club at the corner.

IF THE TAXES, PENALTIES, ASSESSMENTS, AND COSTS ARE NOT PAID, THIS PROPERTY WILL BE ADVERTISED AND SOLD TO SATISFY THE DELINQUENCY. ADDITIONAL COLLECTION COSTS INCLUDING TITLE SEARCH FEES, CERTIFIED MAIL FEES, AND ADVERTISING COSTS WILL BE ADDED MAY 1ST. PLEASE SEE THE REVERSE SIDE OF THIS BILL FOR ADDITIONAL INFORMATION. THANK YOU!

MAKE ALL CHECKS PAYABLE TO "CITY OF AIKEN"
P.O. Box 2458
214 Park Avenue, S.W.
Aiken, SC 29802-2458

IF THIS TAX NOTICE IS FOR PROPERTY YOU NO LONGER OWN, PLEASE FORWARD THIS INFORMATION TO THE NEW OWNER. THANK YOU FOR YOUR ASSISTANCE!

836 WHISKEY RD
AIKEN SC 29801-4830

ALL DELINQUENT TAXES ARE PLACED WITH THE DELINQUENT TAX COLLECTOR FOR COLLECTION. COLLECTION COSTS WILL BE ADDED AFTER 4/27/09

CITY OF AIKEN, SOUTH CAROLINA

P.O. Box 2458 • 214 Park Avenue
Aiken, SC 29802-2458 • (803) 642-7600

TAX YEAR: 2008
TAX ID: 7916

PAID
JAN 06 2009
OFFICIAL CITY TAX RECEIPT
WARE SHOCK FINANCE

ENTITY	VALUE	APPRAISED	ASSESSED
AIKN	BLDG4	1,300,[illegible]	52,380
AIKN	LAND4	1,250,000	50,000
AIKN	LAND6	212,800	12,750
TOTAL			115,130

MILLAGE RATE	NO LOTS	NO BLDG	NO. OF ACRES
86.00		2	

TOTAL TAXES	
Pay on or before 1/06/09	7,598.68
5% penalty due on or after 1/07/09	7,975.61
10% penalty due on or after 2/10/09	8,358.44
15% penalty due on or after 3/13/09	8,738.37
2 1/2% coll.	8,959.86
Total due 4/14/09	8,958.83

NAME AND ADDRESS

836 WHISKEY RD
AIKEN SC 29801

121-13-13-002

LEGAL PROPERTY DESCRIPTION

BETWN WHISKEY RD & MAGNOLIA ST

PROPERTY ADDRESS

836 WHISKEY ROAD

00000791600075985B

3005300300100000

IF THIS IS NOT YOUR CORRECT ADDRESS, PLEASE MAKE ANY CORRECTIONS.

If the taxes, penalties, assessments, and costs are not paid, this property will be advertised and sold to satisfy the delinquency.

AIKEN COUNTY, SOUTH CAROLINA
REAL ESTATE OR PERSONAL PROPERTY TAX NOTICE
FOR TAX YEAR COMMENCING JAN 1, 2008

CYRUS L. SPRADLEY
COUNTY AUDITOR
803-642-1514

FOR PAYMENTS ONLINE

www.aikencountysc.gov

LINDA G. SHARPE
COUNTY TREASURER
803-642-2092

THIS IS THE ONLY NOTICE YOU WILL RECEIVE. ACCOUNT SUBJECT TO PENALTIES AFTER JANUARY 15, 2009 AND BECOMES DELINQUENT AFTER MARCH 16, 2009

0008101
836 Whiskey Rd.
Aiken, SC 29801-4830

GIS: 121-13-13-002
PROPERTY ID: 121-13-13-002

R-2008-097461

PROPERTY CLASS	RATIO	TAXABLE VALUE	LOTS	ACRES	# IMP	TAX DIST	MORT CODE	ASSESSED VALUE
OWNER OCCUPIED RESIDENTIAL	.04	2559410	0	5.00	2	11C	0	102380
AGRICULTURE USE	.00	0	0	.00	0		0	0
AGRICULTURE USE	.00	0	0	.00	0		0	0
ALL OTHER PROPERTY	.06	212500	0	.85	0	11C	0	12750
TOTAL		2771910	0	5.85	2			115130

If you wish to appeal your real estate notice, and it appears that the appeal will not be settled by December 31 of the tax year in question, state law requires that you must pay at least 80% of tax due on the proposed assessment. Interest will accrue on the remaining balance of unsettled appeal(s). If you wish to pay more or have questions concerning interest, contact the County Assessor's Office (642-1583).

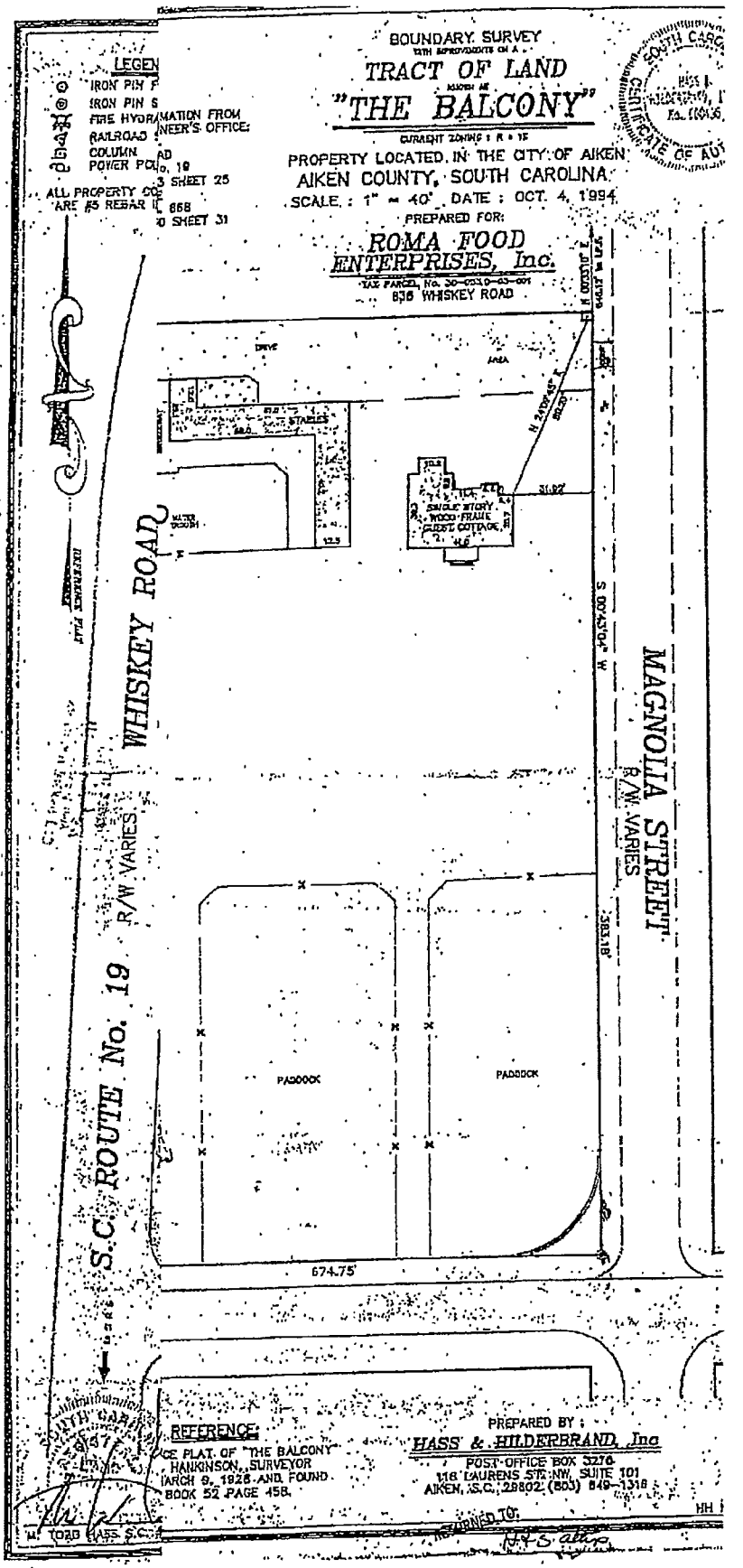
SCHOOL LEVY = 160.20 COUNTY LEVY = 74.70 TOTAL LEVY = 234.90

TAXING ENTITY	LEVY/MILLS	ASSESSMENT	TAX
APPROVED BY BOARD OF EDUCATION			
SCHOOL OPERATION	131.00	115130	15082.03
SCHOOL BOND DEBT	29.20	115130	3361.80
SCHOOL TAX CREDIT (SAVINGS)	131.00	-102380	-13411.78
APPROVED BY COUNTY COUNCIL			
COUNTY OPERATION	51.80	115130	5963.73
COUNTY BOND DEBT	8.90	115130	1024.66
SOLID WASTE	6.50	115130	748.35
AIKEN TECHNICAL COLLEGE	3.20	115130	368.41
USC - AIKEN	2.00	115130	230.26
ROADS	2.30	115130	264.80
FIRE FEE .56			.00
CONTACT FIRE DEPARTMENT FOR APPEALS			
STORM WATER FEE			.00
COUNTY HOMESTEAD EXEMPTION (SAVINGS)	.00	0	.00
APPROVED BY CITY COUNCIL OR SPD			
CITY PROPERTY TAX	.00		.00
CITY HOMESTEAD EXEMPTION (SAVINGS)	.00		.00
TOTAL DUE BY JAN 15, 2009 WITHOUT PENALTY			13632.26

NAME	THE KARL WESLEY AND ERIN FRANC			
RECEIPT NUMBER	R-2008-097461			
GIS NUMBER	121-13-13-002			
PROPERTY ID	121-13-13-002			
TAX DIST	MORT CODE	#IMP	LOTS	ACRES
11C	0	2	0	5.85
PROPERTY LOCATION	BETWN WHISKEY RD & MAGNOLIA ST			
PROPERTY ADDRESS	836 WHISKEY RD			
TAXABLE VALUE				2771910
TAX AMOUNT				27044.04
LESS HOMESTEAD EXEMPTION				.00
LESS SCHOOL TAX CREDIT (SAVINGS)				-13411.78
FIRE FEE				.00
STORM WATER FEE				.00
AMOUNT DUE BY JAN. 15, 2009				13632.26
PENALTIES ADDED				
AFTER JAN. 15 THRU FEB. 1		(+3%)		14041.23
AFTER FEB. 1 THRU MARCH 16		(+10%)		14995.49
AFTER MARCH 16, 2009		(+15%)		15677.10
PRIOR YEAR TAX ON THIS PROPERTY FOR INFORMATION ONLY				.00

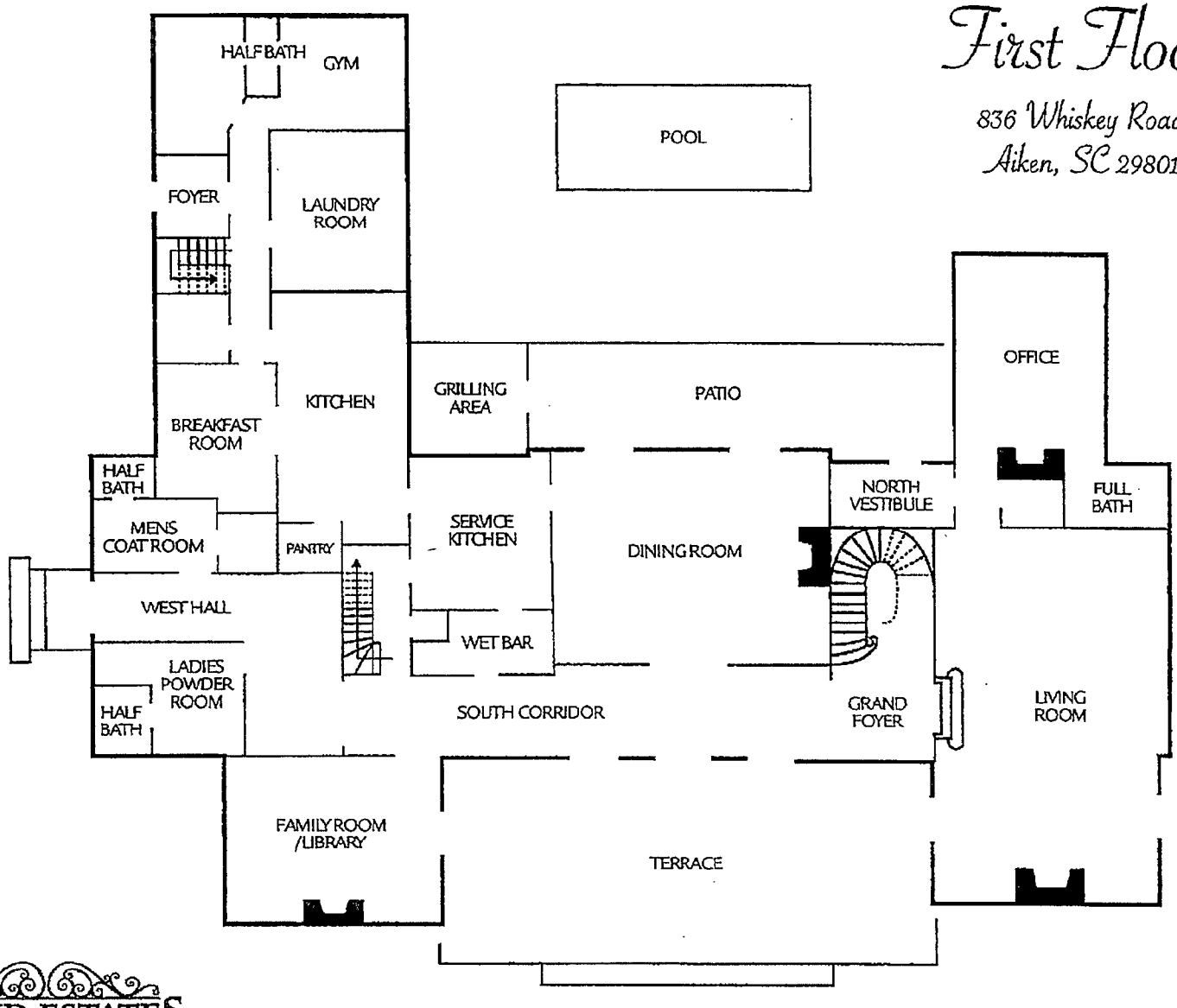
AFTER MARCH 16TH, DELINQUENT TAX COLLECTOR WILL ONLY ACCEPT CASH, CASHIERS CHECK OR US POSTAL MONEY ORDER, CONTACT DELINQUENT TAX COLLECTOR AT 803-642-2081 FOR CORRECT AMOUNT TO PAY.

PLEASE DETACH AND RETURN BOTTOM PORTION TO TREASURER TO INSURE PROPER CREDIT


BOUNDARY SURVEY
TRACT OF LAND
"THE BALCONY"
PROPERTY LOCATED IN THE CITY OF AIKEN
AIKEN COUNTY, SOUTH CAROLINA
SCALE : 1" = 40' DATE : OCT. 4, 1994
PREPARED FOR:
ROMA FOOD ENTERPRISES, Inc.
TAX PARCEL No. 30-03-10-03-001
836 WHISKEY ROAD
WHISKEY ROAD
R/W VARIES
S.C. ROUTE No. 19
MAGNOLIA STREET
R/W VARIES
PADDOCK
PADDOCK
674.75'
REFERENCE:
PREPARED BY :
HASS & HILDERBRAND, Inc
POST OFFICE BOX 3276
116 LAURENS STR. NW, SUITE 101
AIKEN, S.C. 29802 (803) 649-1318

First Floor

836 Whiskey Road
Aiken, SC 29801

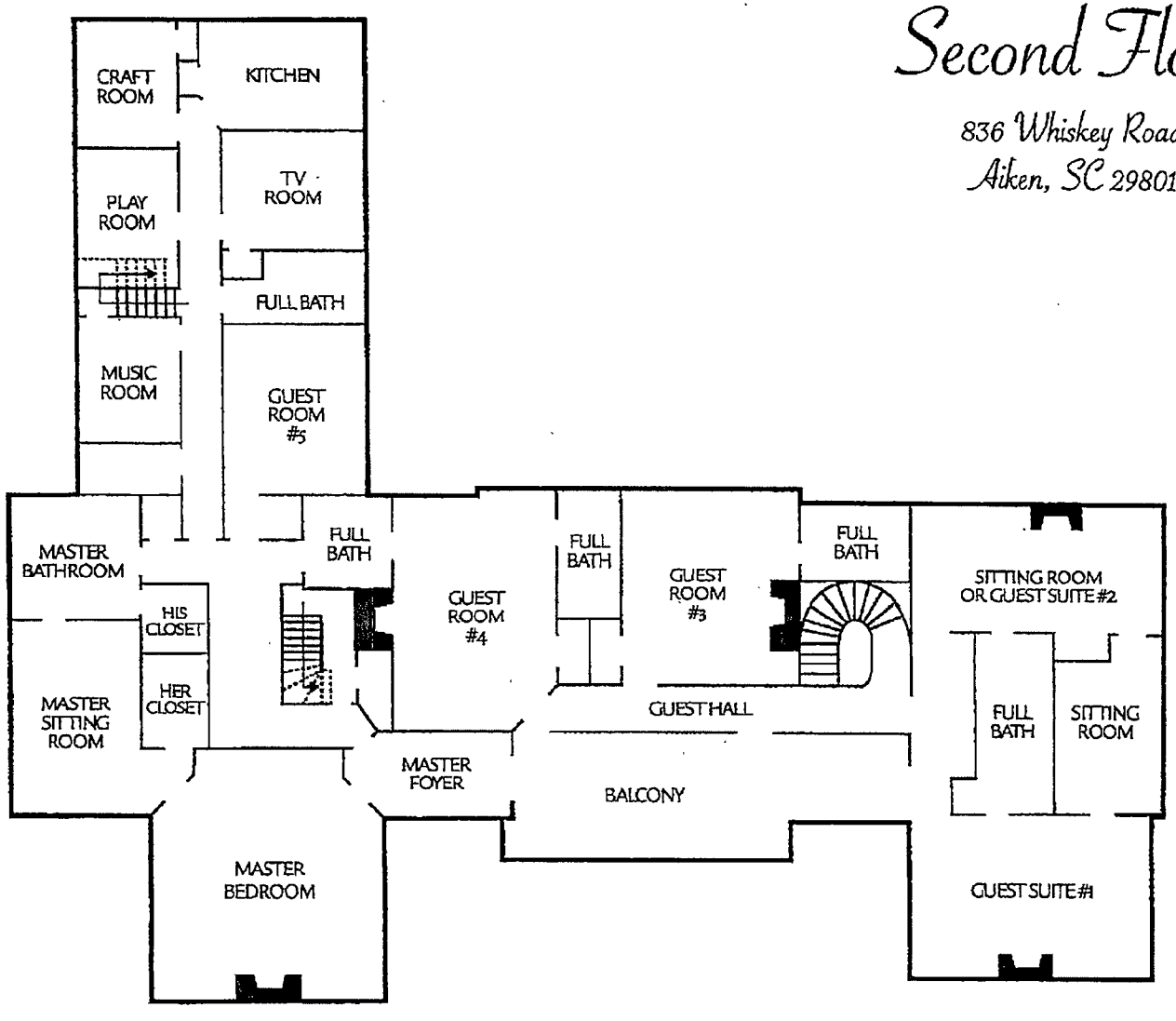


GRAND ESTATES
AUCTION COMPANY®

These floor plans are an approximate representation of the property. There may be errors or omissions.

Second Floor

836 Whiskey Road
Aiken, SC 29801



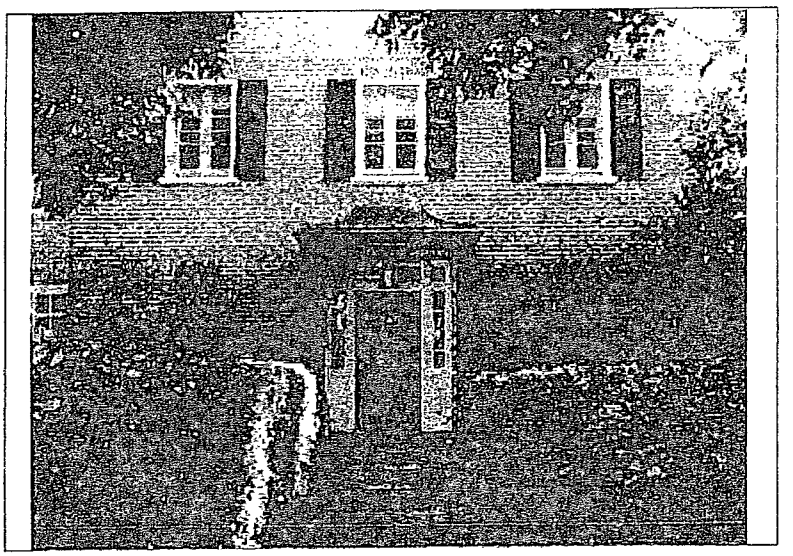
GRAND ESTATES
AUCTION COMPANY®

These floor plans are an approximate representation of the property. There may be errors or omissions.

APPENDIX 000672

0665

The Balcony



Home Inspection Report

November 27, 2009

Prepared by

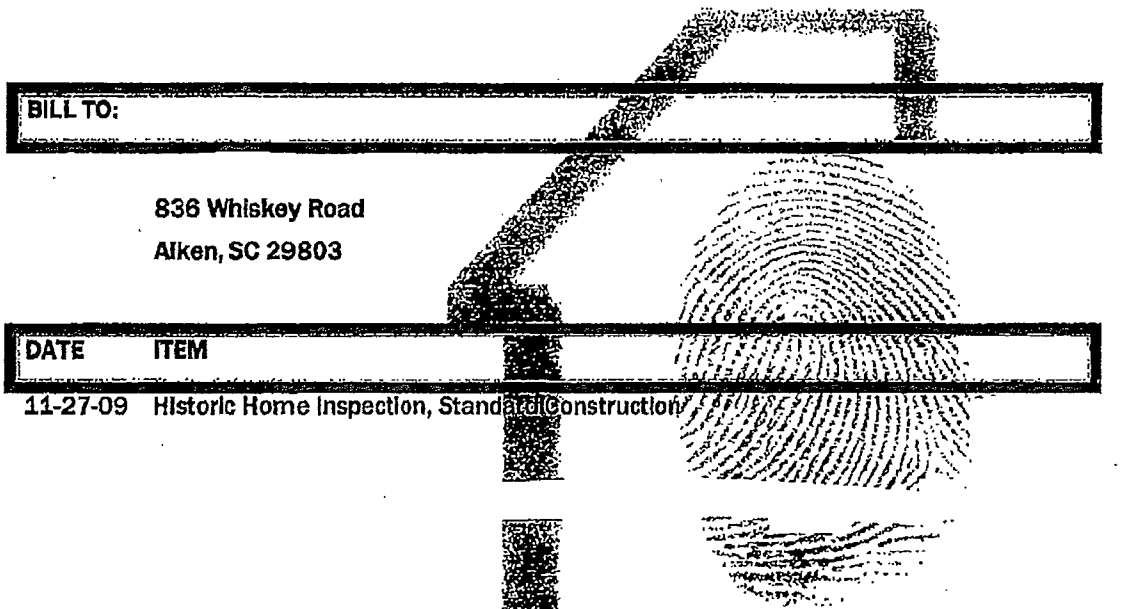
Stevens Home & Commercial Inspection Services, LLC

132 Coldstream Drive
Columbia, SC 29212

Garry C. Stevens
License No. RBI 1716
NACHI Member No. 05111180

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Client:	
Real Estate Professional:	**N/A**
Property Inspected:	**836 Whiskey Road, Aiken, SC, also known as "The Balcony"**
Inspection Date:	**November 27, 2009**
Inspection Time:	**10:00 a.m.**
Approximate Construction Date:	**1929**
Rain in Past 72 Hours:	**Light - Moderate**
Temperature:	**60F**
Weather	**Fair**
Present During Inspection:	**Owner, Inspector**



BILL TO:

836 Whiskey Road
Aiken, SC 29803

DATE	ITEM
11-27-09	Historic Home Inspection, Standard Construction

Our inspections are conducted in accordance with the *Standards of Practice of the State of South Carolina*, standard industry practices, and standard practices of the National Association of Certified Home Inspectors. The aforementioned *Standards* govern home inspections in South Carolina, and include certain limitations. The scope of the residential inspection is a visual observation, with limited use of mechanical instruments, of readily accessible areas of the building, improvements, mechanical systems and appliances. The purpose of a residential inspection is to disclose the general conditions of the building, improvements, mechanical systems and appliances as they exist *on the day of the inspection*. The residential inspection report is not intended to be used as a guarantee or warranty, expressed or implied, regarding adequacy, performance, or condition of any inspected building improvements, mechanical system or appliance. The inspector

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will take no position on value or make any representation as to advisability of purchase or suitability to use.

Systems and conditions that are not within the scope of the inspection include, but are not limited to: environmental hazards (e.g. lead paint, formaldehyde, toxic or flammable materials, asbestos, radon); pest infestation; portable appliances (e.g. washer, dryers, window air conditioners); security systems; telephone or television systems, fire or lawn sprinklers; swimming pools; spas or jetted tubs; tennis courts; playground or other recreational or leisure appliances or equipment; below ground septic or drainage systems; water wells; zoning ordinances; or any items considered cosmetic in nature. Any general comments about these systems and conditions are informational only and do not represent an inspection.

Initial Comments

I first had the pleasure of inspecting this fine home in 2006. I found it to be a grand residence, well laid out and appointed, very well kept and in good condition, in need of some maintenance to the roof. After seeing the home again I can honestly say that upkeep has been accelerated and its condition substantially improved. The roof maintenance has been done; indeed I believe the roofs on all other structures on the property have been replaced, along with many other improvements and replacements. What follows is a snapshot of its current state at time of inspection.

1.0 Roof: Cover, Structure & Attic

Description and Overview

Roof Style:	Gable	**Attic Access:**	Walk-in
Covering Material:	Slate; metal over porches	**Attic Construction:**	Rafters & Sheathing
		Attic Flooring for Storage:	Substantial
Roof/Attic Ventilation Methods:	Window vents; Chimney vents	**Attic Headroom:**	Ample
Estimated Age of Roof Cover:	Part original: see below	**Insulation Type/ Thickness:**	See below
Gutters Present:	Yes	**Estimated R-Value:**	See below
Roof Inspection Method:	Binoculars from ground		
Attic Inspection Method:	Walked		

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Section Details

1.1 Roof Cover Condition:
Overall condition of slate roof covering is significantly improved from three years ago, when there were loose/missing slates on every pitch of the roof. Loose and missing slates were not observed on roof during this inspection. Per the owner, there has been extensive slate work performed since the previous inspection, and this was visually confirmed by me. A trained eye or close observation will notice that the newly installed slates, while a close color match, are slightly grayer, and more evenly and smoothly cut around the edges, with fewer scallops and less weathering. There are a number of such areas.

-Limbs may touch roof at right front corner area but this was not confirmed. Tall trees make it difficult to see roof in this area.

The overall look of the slate roof is good; it is appealing to the eye and looks to be in good functional condition.

INSPECTOR'S COMMENTS: It is worth noting here that lightening rod protection has been added to the home, with small, nearly invisible rods on ridges of roof, connected with multiple grounding rods near corners of the structure.

1.2 Visible Flashing and Roof Penetration Condition:
Roof flashings were not readily visible, although per the owner, all major roof flashings were replaced with copper.

1.3 Runoff Control - Gutters and Downspouts:
Copper gutters and downspouts are present on all eaves; downspouts feed into underground drainage system.

1.4 Attic Access/Condition:
Satisfactory. Forward stairwell (main stairwell is aft) rises to attic level.

1.5 Roof Sheathing/Evidence of Leaks:
-No problems observed around skylights, windows or other penetrations, with exception described below. Roof sheathing was not visible in areas with fiberboard ceiling, which is most of the attic.
-At fiberboard ceiling around chimney adjacent to attic entry door: ceiling material was stained and tested wet, as did a 2x4 supporting the ceiling material. The location of moisture next to a chimney typically suggests a flashing issue, but I could not directly see the roof sheathing or flashing, as it was blocked by ceiling material. The owner was notified of this condition and reports that the area was promptly corrected -- under warranty -- by Century Slate of Durham, NC. Stains were present on other areas of ceiling material, particularly around one of the half-round window vents. All other such stained areas tested dry.

1.6 Attic & Roof Framing/Bracing:

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Satisfactory. Descriptions below describe cosmetic conditions.
-Charred and blackened framing in the attic indicates there was likely a fire in the attic at some point in the past. Visible framing and sheathing shows lumber darkened by smoke, with some areas lightly charred on the surface, and others replaced or reinforced where necessary. In some instances, structurally sound but surface blackened rafters are supporting beautiful and newer roof sheathing, which has obviously been replaced, implying that significantly damaged wood was removed and replaced. In my opinion, framing and sheathing are structurally sound based on visible evidence; components apparently were replaced and/or reinforced on as needed basis. I would venture to speculate that fiberboard ceiling material in attic was added after repairs to mask charring and odor. NOTE: this is very old damage. The attic looked exactly the same during inspection three years ago. There was and is no remaining smoke odor. Based on stains and dings present on the fiberboard ceiling, it has been in place over the fire evidence for a very long time.
-A crack visible above main stairwell skylight looks to be cosmetic; looks exactly the same as three years ago.

1.7 Attic/Roof Ventilation:
Satisfactory. Fresh air ingress via half round windows that open; air egress via vents built into the chimneys; indicates thoughtful design for early 20th Century.

1.8 Attic Flooring:
Satisfactory. Floored in all areas except above service wing.

1.9 Attic Insulation:
-Soft blown fiberglass insulation is present above service wing at a depth of approximately 12 inches, equating to around R30.
-In floored areas of attic: it is not known what/how much insulation is present. There are a few areas with open flooring however, next to exterior walls and furnaces. These areas have been filled with insulation to the depth of the cavity.

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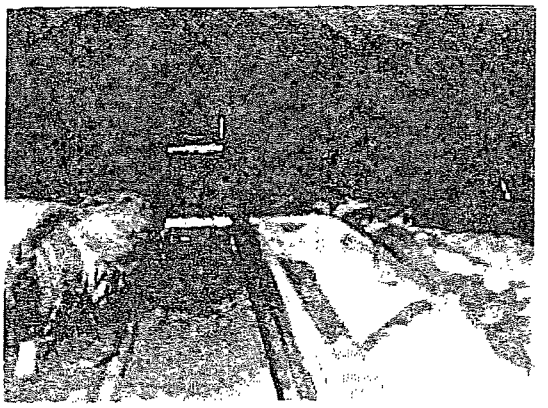


Figure 1-Attic view above service wing

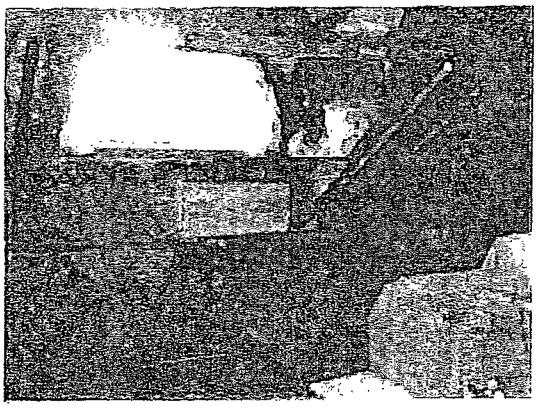


Figure 2-Stains around east side attic windows; tested dry

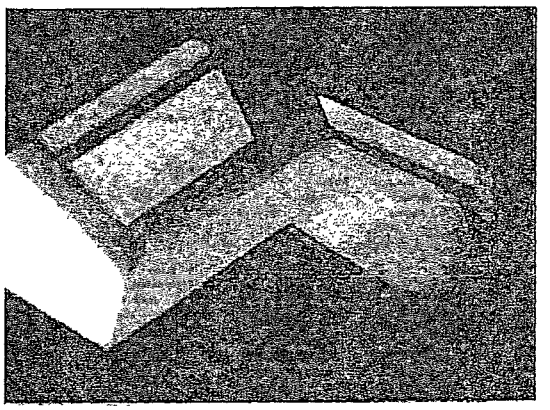


Figure 3-Crack beneath skylight is unchanged

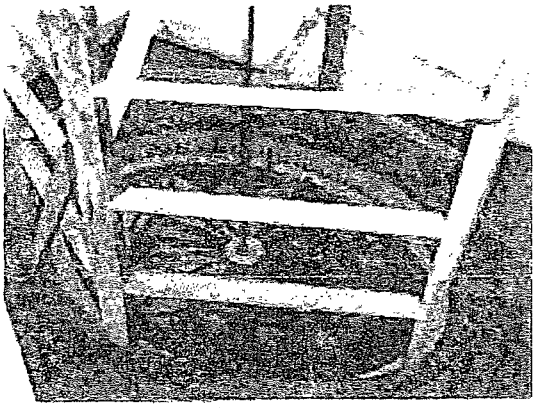


Figure 4-Skylight room

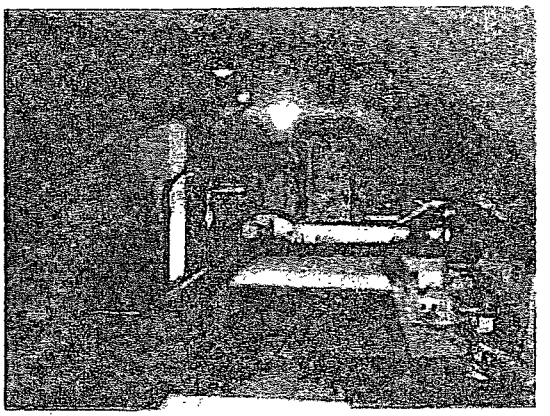


Figure 5-Attic view

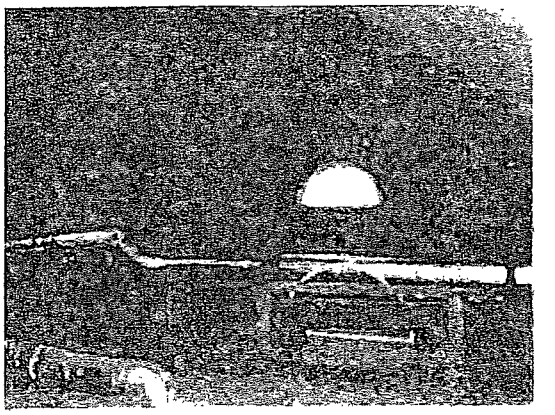


Figure 6-Attic view

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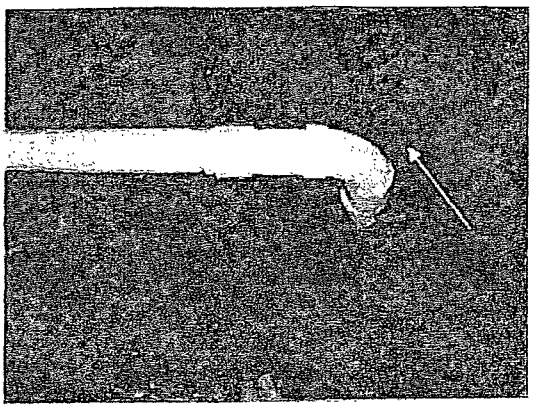


Figure 7-The area indicated tested wet

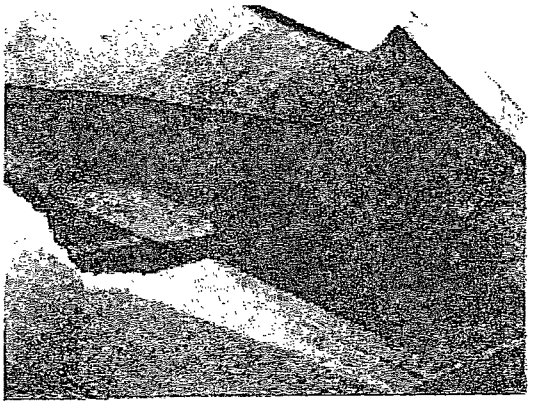


Figure 8-Typical of charred and replaced roof framing

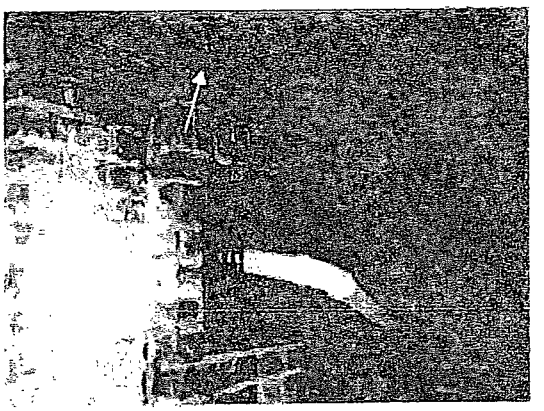


Figure 9-Furnace vents into chimney; stain on attic ceiling tested wet

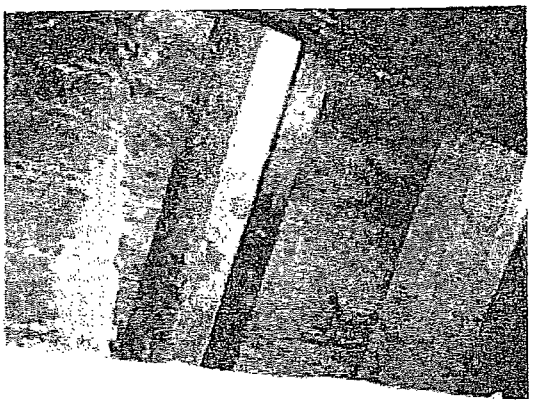


Figure 10-Typical of charred and replaced/reinforced roof framing

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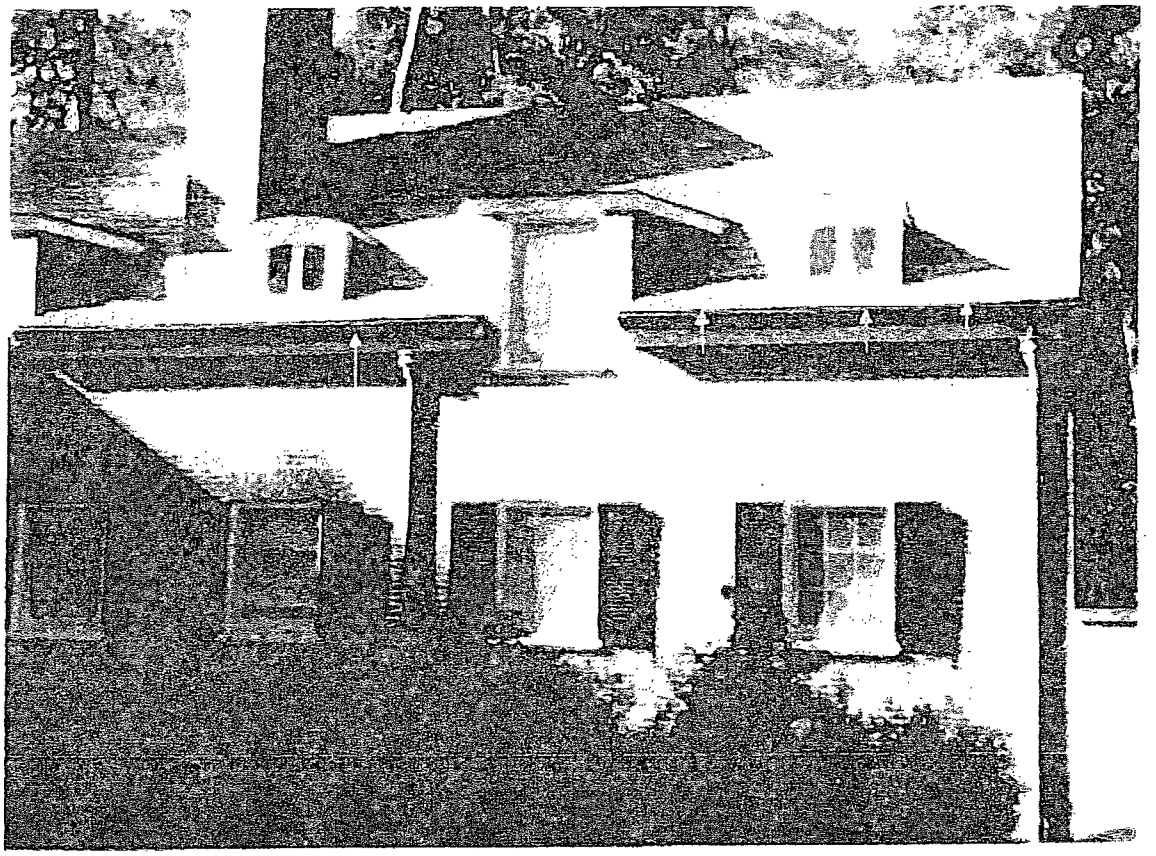


Figure 11-Arrows indicate typical views of replaced slate material

2.0 Outside Grounds and Drainage

Description and Overview

Soil Type:	Sand	**Walkway Material:**	brick
Grading Trend:	Basically level	**Close Shrubbery and Trees:**	Satisfactory.
Swales:	n/a	**Fencing:**	See below
Driveway Material:	Gravel	**Irrigation:**	n/a

Section Details

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2.1 **Grading Trend of Lot, Appropriate Swales:**
Satisfactory.

2.2 **Grading and Drainage Around Foundation:**
Satisfactory.

2.3 **Shrubbery and Trees:**
Generally good, but tree limbs may touch roof at right front corner.

2.4 **Walkways:**
Satisfactory.

2.5 **Driveways:**
Satisfactory.

2.6 **Fences:** *[Fences are evaluated where they intersect the house and at gates adjacent to the house. Entire fence runs may be long and obscured by shrubbery or overgrowth.]*
Satisfactory.

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Figure 12-East Face



Figure 13-North Face



Figure 14-West Face

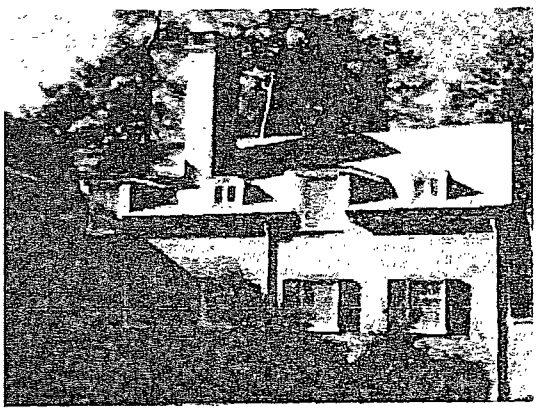


Figure 15-Service wing

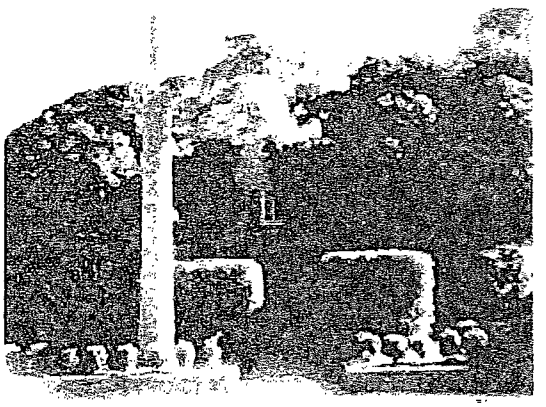


Figure 16-South Face (front)

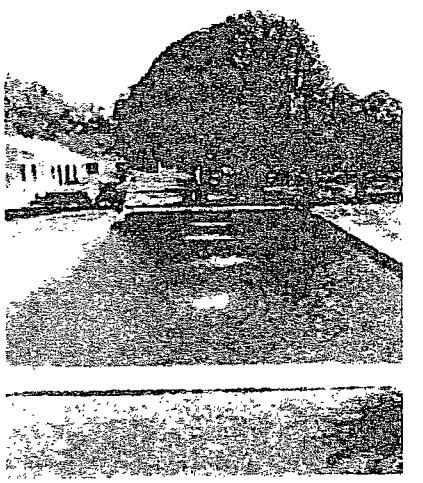


Figure 17-Pool, tennis court and stables

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3.0 Exterior Surfaces , Chimney and Fireplace

Description and Overview

Siding Material:	Brick; slate	**Windows:**	Wood sash
Soffit Material:	Wood	**Doors:**	Wood
Fascia Material:	Wood	**Screens Present:**	Partial
Visible Foundation Walls:	Brick	**Chimney Material:**	Brick
Appurtenant Structures:	Stable, cottage	**Paint Condition:**	Satisfactory.
Storm Windows:	none		

Section Details

3.1 Eaves, Soffits & Fascia:
Satisfactory.

3.2 Siding, Exterior Foundation Walls:
-Small cracks where brick perimeter wall interfaces with exterior brick wall near exterior basement entrance. The area looks exactly the same as three years ago. In my opinion, this condition is stable and not a cause for concern. Note that I could not view all exterior/foundation walls due to shrubbery present.
-Minor structural settlement is present, evidenced by small crack at upper level corner adjacent to 5-window set, north side, east corner, above metal porch roof. In my opinion, this is not an area of concern at this time. Crack looks the same as three years ago.

Some exterior surfaces were not visible, particularly at right front corner area, where trees and shrubbery are closest to house.

3.3 Doors, Frames, Thresholds, Storm/Screen Doors:
Downstairs exterior doors are Satisfactory.
-Upstairs atrium style doors leading onto east porch were stuck from paint or nonuse and did not open.

RECOMMENDATION: Correct as necessary.

3.4 Windows, trim, Storm Windows, Screens:
Satisfactory from exterior.

3.5 Attached Porches & Railings (including decks, patios, balconies):
Satisfactory. Note that I could not access 2nd level exterior porch on east side.

3.6 Retaining Walls:

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None present.

3.8 Paint Condition:
Satisfactory.

3.9 Visible Chimney Areas and Fireplace:
-The home has a total of eight masonry fireplaces. While all appear in good structural condition, voids in masonry grouting between bricks was visible in all fireboxes.
-Hairline crack visible in middle chimney as seen from east side; no evidence of movement/settlement. I my opinion, this is not an area of concern at this time.

RECOMMENDATION: Firebox voids should be filled with fireclay and otherwise corrected as deemed necessary by a certified chimney sweep prior to burning wood fires.

FIREBOX VOIDS HAVE BEEN REPAIRED AND PAINTED

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Figure 18-Right front



Figure 19-Area overview: where main house meets service wing, & exterior basement entrance

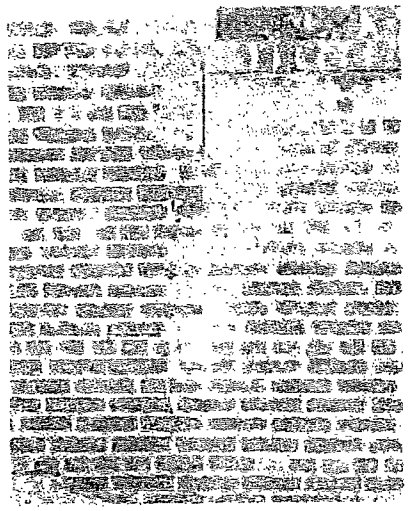


Figure 20-Closeup of previous figure: minor settlement where exterior house wall meets brick perimeter wall



Figure 21-Area overview: North face of home

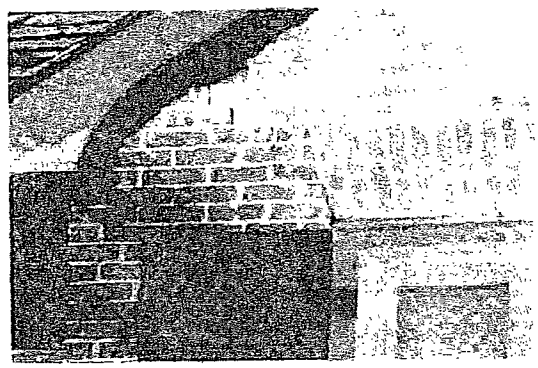


Figure 22-Closeup of previous figure: minor settlement

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4.0 Garage/Carport

Description and Overview

Garage Style:	None present	**Door Spring Type:**	
Enter From:		**No. Cars:**	
Bay Doors:		**No. Bay Doors:**	
Automatic Openers:		**Auto Reverse Trigger:**	

Section Details

4.1 Personnel Door Condition/Operation:
n/a

4.2 Bay Door Condition/Operation:
n/a

4.3 Opener Condition/Operation:
n/a

4.4 Slab/Interior Walls:
n/a

5.0 Home Interior

The Inspector does not evaluate cosmetic conditions and will not comment on floorcoverings, wall coverings, window treatments, interior trim or partition walls unless observed conditions are deemed, by benefit of experience, to be symptomatic of deeper structural problems.

Section Details

5.1 Ceilings:
Satisfactory.

5.2 Walls:
Satisfactory.

5.3 Floors:
Satisfactory.

5.4 Interior Doors:
Satisfactory.

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5.5 Stairs:
Satisfactory.

5.6 Windows:
-Windows were stuck from paint or non-use in following areas: all 2nd level windows.
-Active moisture penetration and minor wood decay present in 2nd level service wing bathroom window sash.

RECOMMENDATION: Free stuck windows in bedrooms. All designated sleeping rooms should have openable windows or doors to allow quick exit in the event of a fire or other emergency. Repair/replace decayed wood as necessary.

5.7 Stairs:
Satisfactory.

5.9 Comments/Other Components:
n/a

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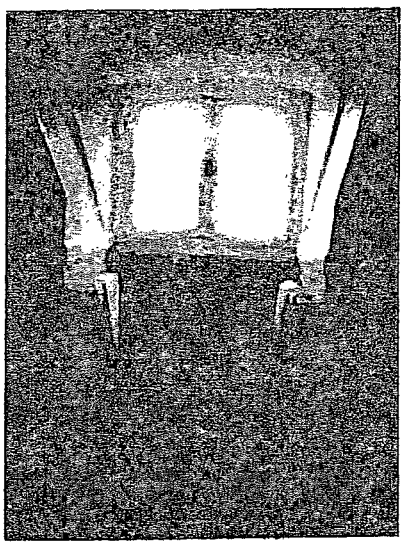


Figure 23-Area overview: service wing upstairs bath

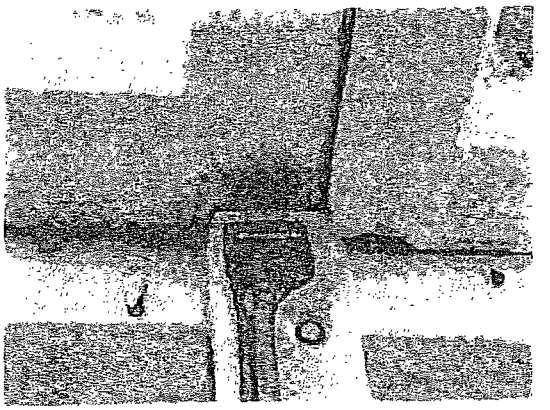


Figure 24-Closeup of previous figure: active moisture penetration/minor wood decay

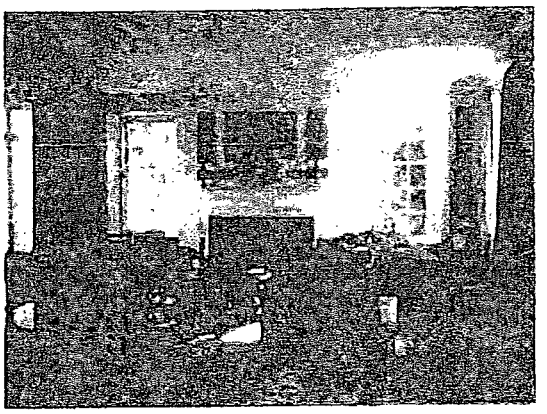


Figure 25-Formal living room

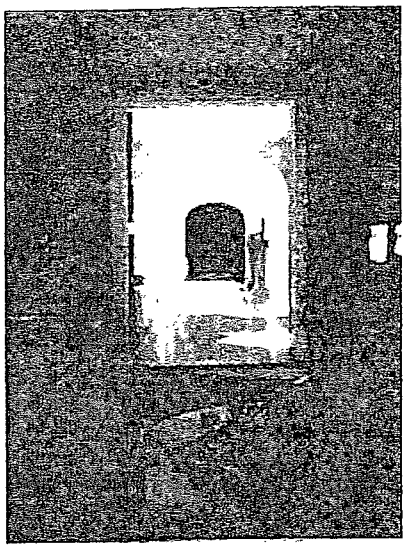


Figure 26-Main hallway, as seen from formal living room

6.0 Kitchen / Appliances

[Plumbing and Electrical Components, such as sinks, fixtures, waste lines, GFI receptacles and circuits, are covered in those respective sections. Built-in appliances are included here. Appliances not built-in or attached are considered personal items and are not evaluated.]

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A prep kitchen and serving kitchen are present. Both have dishwashers; there is only one range.

Description and Overview

Range/Fuel:	Natural gas	**Range Hood/Fan Type:**	Ducted; commercial style
Cooktop/Fuel:	n/a	**Built-In Microwave:**	n/a
Dishwasher:	Miele, two present	**Trash Compactor:**	n/a
Disposal:	Yes		

Section Details

6.1 Oven, Range, Range Hood:
All cooking appliances are Satisfactory in both main kitchens (prep kitchen and serving kitchen).

-The upstairs maid's kitchen (upstairs, in service wing apartment) has a small electric range, with range hood that vents into attic.

RECOMMENDATION: The range hood duct should be extended so as to terminate at an exterior point on a roof or wall, away from any potential ignition source, such as an exhaust vent for a gas appliance or furnace. While venting into attic was common practice in years past, it is now considered a fire hazard and is no longer allowed in new construction.

6.2 Dishwasher:
Satisfactory in both kitchens. Dishwashers believed to have internal high loops, as many high end models now have.

6.3 Other Appliances:
Electric plate warmer is vintage; works. A servant's call system is present; this was not tested. An incinerator is present; this was not tested.

6.4 Disposal:
Satisfactory in both sinks.

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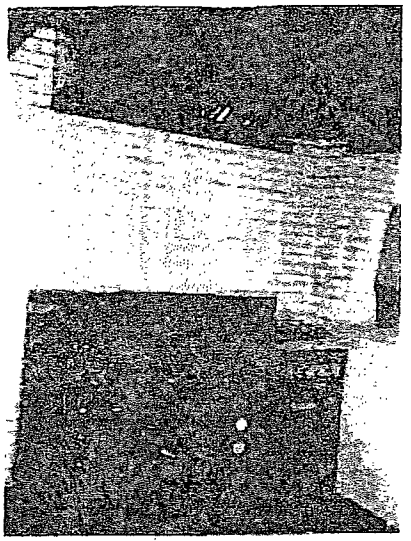


Figure 27-Caumartin gas range and commercial style hood

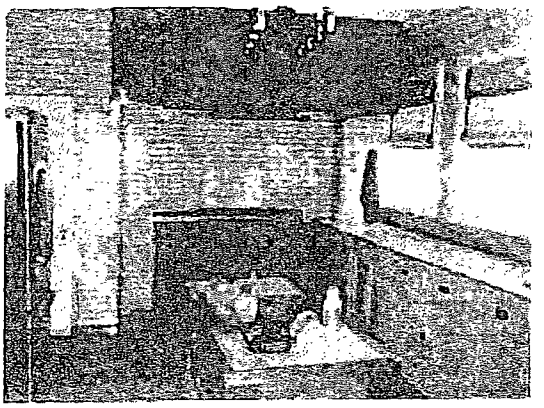


Figure 28-Main kitchen

7.0 Bathroom Components

[Bathroom items such as tubs, fixtures, piping and traps are included in Section 10, Plumbing. Lighting, Fans and GFCI receptacles are included in Section 9, Electrical. The items included in this section are unique to bathrooms only.]

The home is served by seven full baths (five on second level) and 3 ½ baths.

Section Details

7.1 Vent Fan/Ventilation:

-All full baths located on exterior walls vent via window, with exception of master, which has vent fan; I could not determine the termination point of vent.
-Office shower and 2nd level shared bath at rear are on interior walls and have a venting system of older design directly above showers. I could not determine if the vents have an active fan or are simple passive steam vents, or whether they work properly and effectively.

7.2 Caulk and Grout:

-Small voids in grout were observed in following locations: master shower seat area, and office shower near floor.
-Shared bath upstairs at rear: shower door threshold is loose; appears due to grout or caulk.
GROUT REPAIRED WHERE NEEDED

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RECOMMENDATION: All voids and open grout lines should be grouted/filled as necessary to prevent future or further damage to wood or other components of the home. GROUT REPAIRED WHERE NEEDED

7.3 Toilet/Bidet Stability:
Satisfactory.

7.4 Other Components:
n/a



Figure 29-Grout voids, master shower

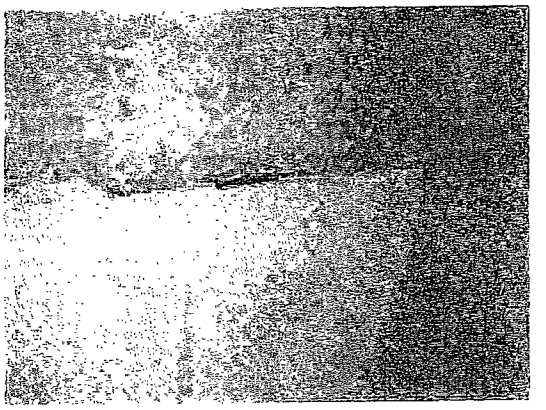


Figure 30-Grout voids, office shower

8.0 Laundry

Description and Overview

Location:	Service wing	**Dryer Fuel:**	Electricity
Hot Water Bibb:	Yes	**Dryer Vents to:**	Exterior; basement
Cold Water Bibb:	Yes	**Wastewater Discharge Port:**	yes

Section Details

8.1 Washer Hookups & Drain:
Satisfactory.

8.2 Dryer Fuel and Vent:
Fuel: Satisfactory. Two dryer hookups are present in laundry. One vents to exterior; the other vents to basement

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RECOMMENDATION: Dryer venting into basement should be rerouted so as to vent outside the structure.



Figure 31-Alternate dryer venting into basement

9.0 Electrical System

Description and Overview

Service Cables:	Underground	**Overcurrent Protection:**	Breakers
Ground Method:	Anode rod	**Panel Brand:**	Cutler Hammer
Ground Location:	At meter	**Panel Location:**	Basement
Service Size:	400 amps	**Circuit Wiring Conductor:**	Copper
Circuit Wiring Type:	Romex, others (see below)	**Smoke Detector Location(s):**	Not located
GFI Present in Wet Areas:	Other; see below		

Section Details

9.1 Service Drop:

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Underground, not visible for inspection

9.2 Meter/Mast/Conduit:
Satisfactory.

9.3 System Ground:
Satisfactory.

9.4 Distribution Panel: - CIRCUIT BREAKER REPLACED AND SIZED CORRECTLY.
Two 200 amp panels are present in basement.
-Improperly sized breakers are present as follows: The right panel has a 50 amp breaker controlling a #10 copper circuit wire, left bus, third breaker from bottom.

RECOMMENDATION: Improperly sized breakers should be replaced with correct sizes as follows, to help prevent overheating of circuit wires and fire-related hazards: a #10 circuit wire is typically controlled by a 30 amp breaker.

9.5 Visible Wiring (including Attic and Crawlspace Wiring):
Satisfactory. Visible wiring is modern romex, with some BX armored cable, and some wiring inside thin wall metal conduit.

9.6 Receptacles:
Satisfactory.

9.7 Switches, Lights, Ceiling Fans:
Satisfactory.

9.8 GFCI Receptacles and Circuits:
Exterior: exterior outlets have GFCI protection; Satisfactory.
Interior: GFCI outlets were unknown when this house was designed and originally wired. Switched outlets were installed in wet areas to help provide protection against water induced faults. Switched outlets have indicator lights that denote a hot (switched on) circuit.

9.9 Smoke Detectors:
Not evaluated.

9.10 Doorbells:
Satisfactory.

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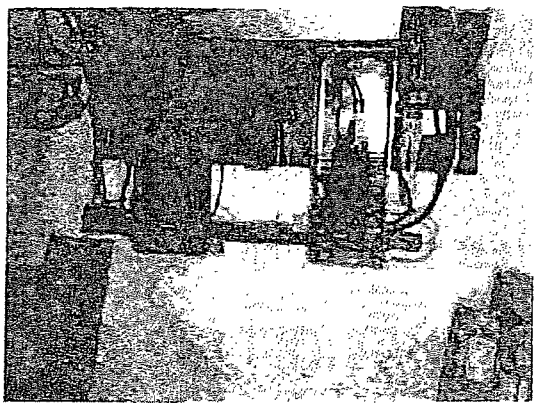


Figure 32-Electrical panels

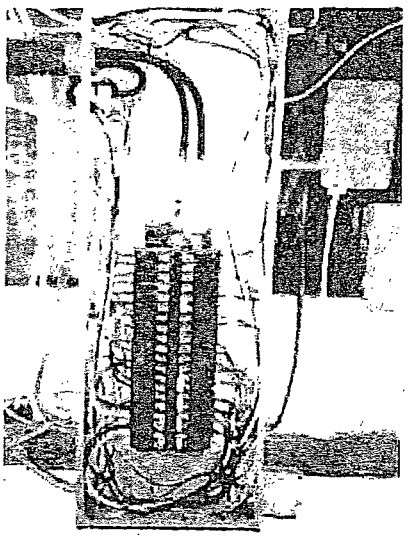


Figure 33-Left panel

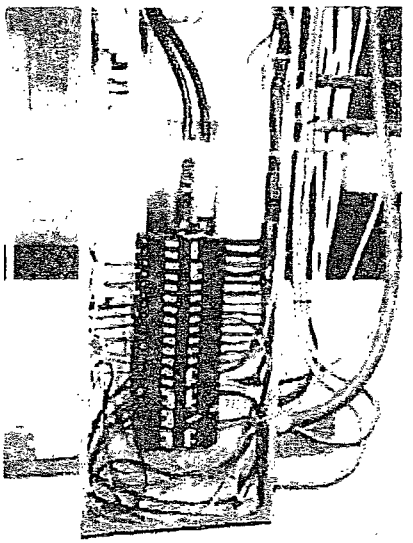


Figure 34-Right panel

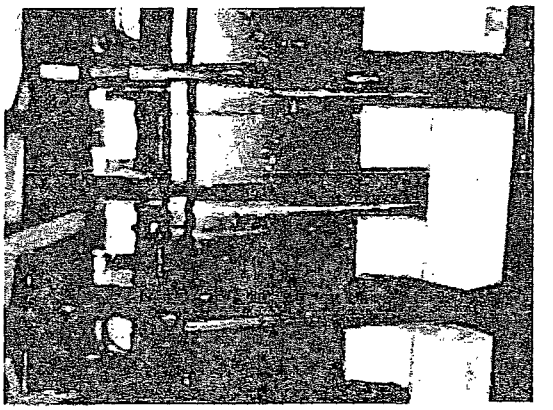


Figure 35-50 amp breaker on #10 wire

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10.0 Plumbing System

Description and Overview

Water Type:	City water	**Sanitary Waste Disposal:**	Public sewer
Meter Location:	Not located	**Visible Supply Pipes:**	Copper; PVC
Main Cutoff Location:	Meter, basement	**Visible Discharge Pipes:**	Cast iron
Water Heater Type:	Storage tank	**Water Heater Capacity:**	148 US Gal
Water Heater Fuel:	Nat Gas	**Water Heater Location:**	Basement boiler room

Section Details

10.1 Water Service, Supply & Pressure:
Satisfactory.

10.2 Pump/Meter:
Meter was not located or evaluated. Note that a private well has been installed on grounds; it is my understanding that this serves the appurtenant structures and does not serve the home, and as such was not evaluated.

10.3 Visible Supply Piping:
Satisfactory.

10.4 Visible Discharge Piping:
Satisfactory.

10.5 Water Heater:
Two A.O. Smith 74 gallon gas-fired water heaters present in boiler room; they are identical at 75,100 BTUs each. Manufactured 2007; clean and in good condition; no corrosion or leaks observed. Units cycled normally during inspection. TPR valves extended to floor; floor drain present. An insulated hot water holding tank is present; per owner, this has been bypassed for economic/efficiency reasons.

10.6 Fixtures/Faucets:
Satisfactory.

10.7 Basins, Drains, Traps:
-A leak was observed beneath lavatory stopper assembly in second level suite in rear. Owner was notified and is addressing.

LEAK REPAIRED

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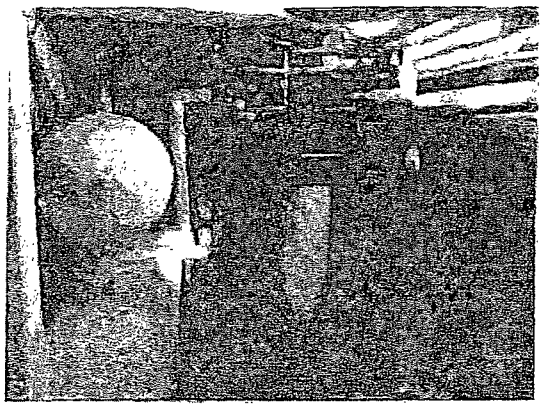


Figure 36-Boiler room

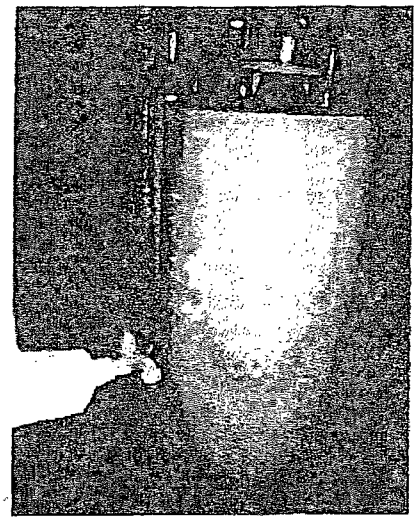


Figure 37-Water heaters

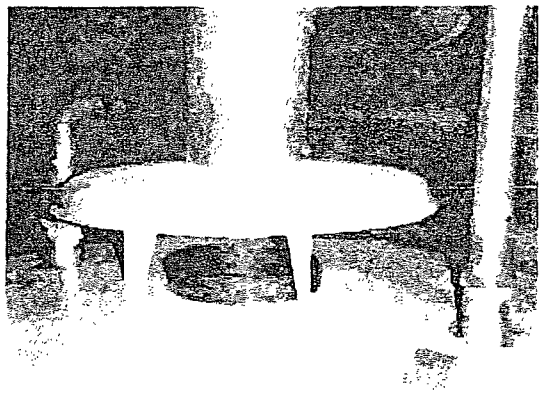


Figure 38-Water heater No. 1 connections

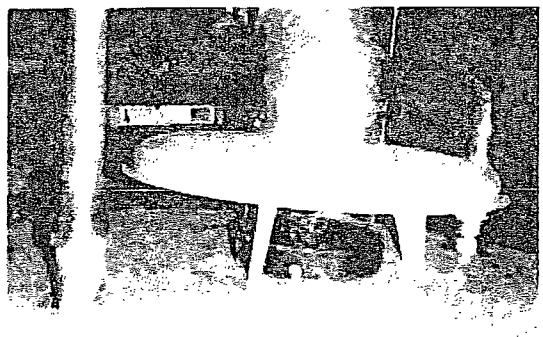


Figure 39-Water heater No. 2 connections

Figure 40-Boiler data plate

11.0 Heating/Cooling System

Description and Overview

Equipment Type:	Split Gas furnace	**Estimated Age:**	8-9 yrs
Fuel:	Nat gas	**Manufacturer:**	Trane
Filters In Use:	Yes		

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Duct Type	Rigid and flex		
Condenser Location:	East side; west side	**Supplementary Heat Type:**	See below
Furnace Location:	Attic; basement; crawlspace	**Supplementary Heat Location:**	n/a

Section Details

11.1 Equipment Operation/Condition:
The home is served by five natural gas central heating/cooling systems, with three furnaces located in attic, one in basement and one in crawlspace. All furnaces are vented to exterior as required. All equipment manufactured by Trane in 1999 or 2000; Satisfactory. Systems responded to thermostatic controls and cycled normally during inspection. No water was in drip pans at time of inspection. All units have condensate pumps and drip pans or drain into basement sump. Systems were not inspected in cooling mode due to low ambient temperatures, in accordance with S.C. guidelines for cool weather inspections.

-Note that in crawlspace furnace, the concrete floor was wet around the furnace. Air conditioning was not running at time of inspection and drip pan was bone dry; per the owner this is likely a due to a leak in the humidifier supply line. Owner was notified and is addressing. REPAIRED BY BRAGG HEATING

NOTE that a steam heat system is present with natural gas-fired boiler. All steam piping and radiators are present throughout the home. This system was not tested and current owner reports he has not attempted to use it.

11.2 Ducts/Register Condition:
Satisfactory.

11.3 Air Distribution:
Satisfactory.

11.4 Filters:
Satisfactory.

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BRAGG HEATING CO., INC.
1926 Park Avenue East
AIKEN, SC 29801-4780

(803) 648-0387

STATEMENT

DATE 12-24-09

836 Whiskey Road
~~Aiken, SC 29801~~

TERMS **WE ACCEPT VISA AND MASTER CARD PAYMENTS.**

$ _____ AMOUNT PAID

PLEASE DETACH, FOLD AND ENCLOSE WITH YOUR PAYMENT. KEEP BOTTOM PORTION FOR YOUR RECORDS

DATE	CHARGES AND CREDITS		BALANCE
	BALANCE FORWARD ▶		
12-14-09	Labor and materials to check furnace (water under furnace). Replaced coupling on flue.		
	coupling	$16.50	
	labor	90.00	
	Total		$106.50

PAY LAST AMOUNT IN THIS COLUMN

BRAGG HEATING CO., INC.

Thank You

This is Repair For Water By One The Units in Basement
Picture Page 27

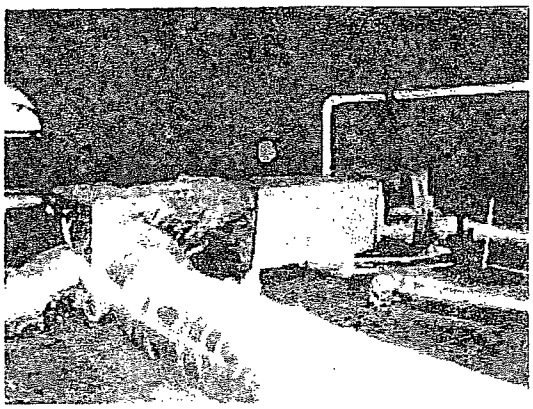


Figure 41-Attic furnace: front of home

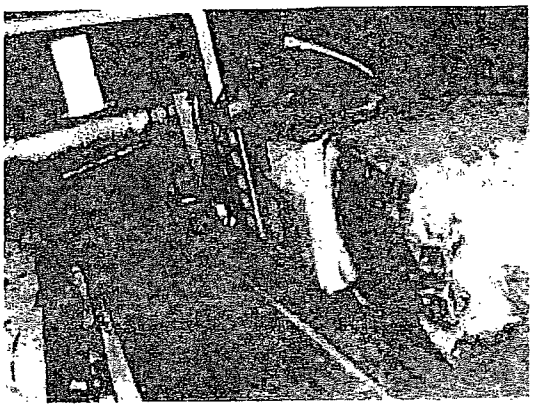


Figure 42-Attic furnace: above service wing

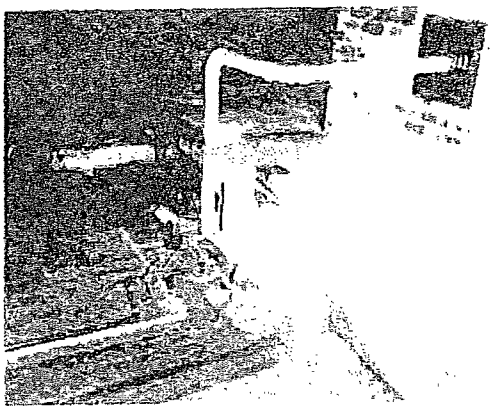


Figure 43-Attic furnace, central part of home



Figure 44:Basement furnace

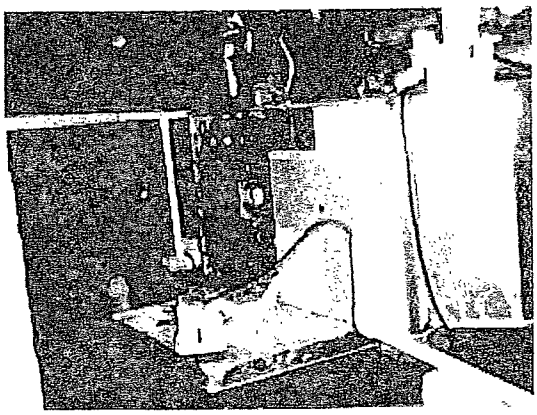


Figure 45-Crawlspace furnace

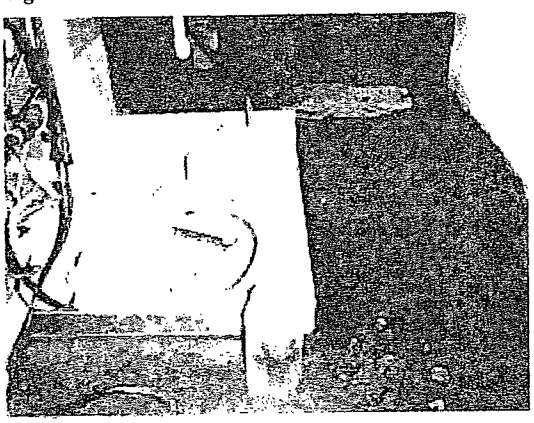


Figure 46-Closeup of previous figure: water on crawlspace floor

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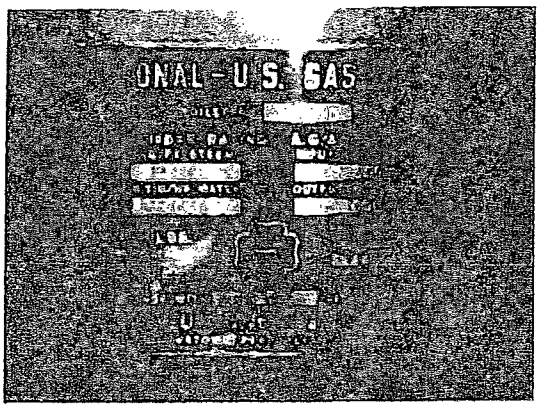


Figure 47-Boiler data plate

12.0 Foundation, Crawlspace, Basement

Description and Overview

Foundation Type:	Basement; crawlspace	**Inspection Method:**	Crawled; walked
Entrance Location:	Forward stairs; exterior of service wing	**Vapor Barrier Coverage:**	See below
Foundation Materials:	Brick	**Insulation Type & R-Value**	None
Supporting Structure Material:	Standard wood; steel I-beams		

Section Details

12.1 Access Type, Location & Condition:
Satisfactory. Exterior basement entrance was locked and not inspected.

12.2 Foundation Walls:
Satisfactory.

12.3 Slab Condition:
Satisfactory.

12.4 Pier Condition:
Satisfactory.

12.5 Beams, Sills, Joists:
Satisfactory.

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12.6 Insulation:
n/a

12.7 Vapor Barrier:
None present; the crawlspace is entirely concreted.

12.8 Underfloor Ventilation:
Satisfactory.

12.9 Water Intrusion or Unusually Damp Areas:
As described in 11.1.

12.10 Wood Decay From Leaks:
None observed.

12.11 Active Leaks or Evidence of Leaks:
None observed.

12.12 Evidence of Infestation:
Old termite damage was present in crawlspace, generally in the corner area beneath where formal living room meets hallway. One of two areas appear to have been probed by termite inspector. In my opinion, the damage is old and not structurally significant. The areas look the same as three years ago.

RECOMMENDATION: Termite inspector should comment on these areas.

NOTE that comments regarding infestation (including pest and fungal infestation) are informational only, and are not intended as a substitute for an infestation report or CL 100 letter, which must be issued by a licensed pest control operator.

12.13 Inaccessible Areas:
None present.

12.14 Floored Basement Areas:
Satisfactory.

12.15 Sump & Pump:
Present in basement; pump not tested as it was beyond my reach.

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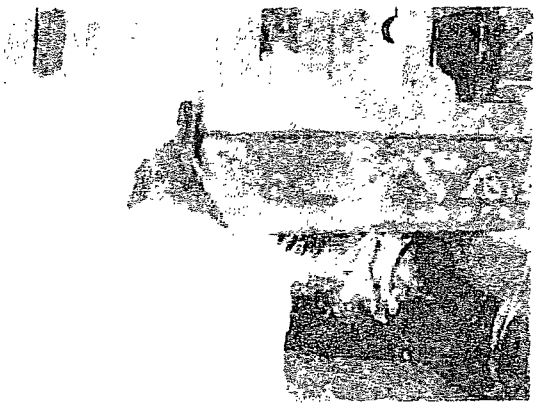


Figure 48-Support structure is partially steel I-Beams



Figure 49-Beam has been probed for structural pest damage

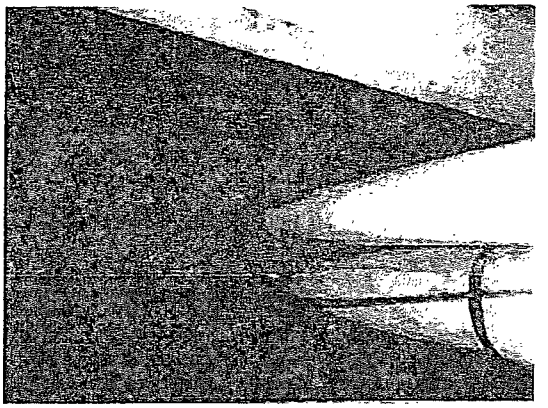


Figure 50-Old termite scarring, close to previous figure, beneath formal living room/hallway corner

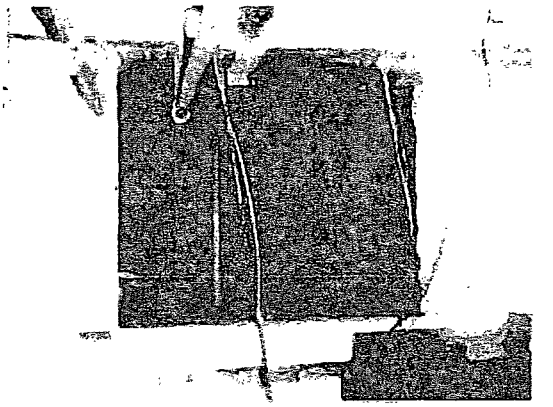


Figure 51-Entrance from basement into rear crawlspace

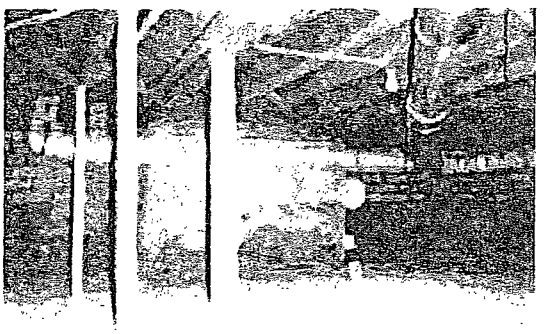


Figure 52-Crawlspace view

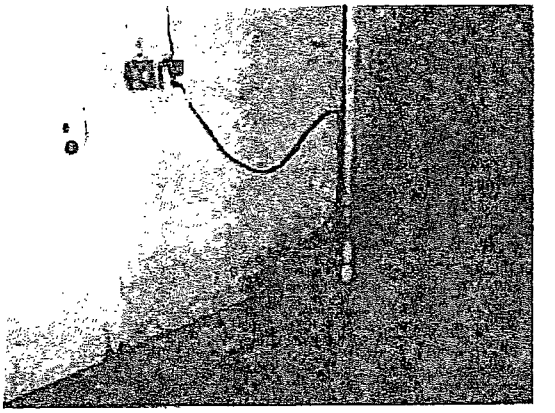


Figure 53-Basement sump

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Figure 84-Crawlspace view

13.0 Appurtenant Structures

Other structures on property include stable and cottage. Perfunctory inspections of these structures were as follows. Systems not discussed were not inspected.

STABLE: Wood frame structure with architectural shingle roof covering, which has been replaced since inspection 3 years ago. Roof was viewed from ground. Stable plumbing includes gas-fired water heater, which cycled normally during inspection and is in good visual condition.

COTTAGE: Structure looks to be part stucco on frame and part stucco on masonry. Suitable for rental and is currently occupied. Architectural shingle roof was viewed from ground; fully floored attic walked inside; no roof leaks evident. Heating is via gas furnace in basement, which has been replaced since inspection 3 years ago, and central air conditioning has been installed. Heat cycled normally during inspection; cooling system was not evaluated due to low ambient temperatures and S.C. guidelines for cool weather inspections. Gas range works and looks to be reasonably new. Older model gas-fired water heater in basement cycled normally during inspection. TPR valve is not extended. Cottage has two bathrooms; both functioning normally at time of inspection. Electrical panel is 200 amps; evaluated externally. Romex wiring visible in good condition.

RECOMMENDATION: TPR valve should be extended to the exterior or to within 6 inches of basement floor.

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Figure 55-Stable

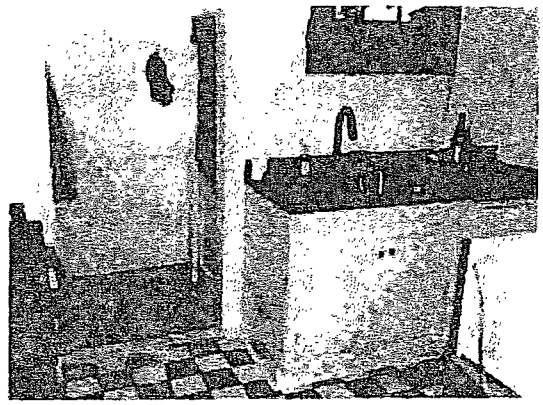


Figure 56-Cottage kitchen

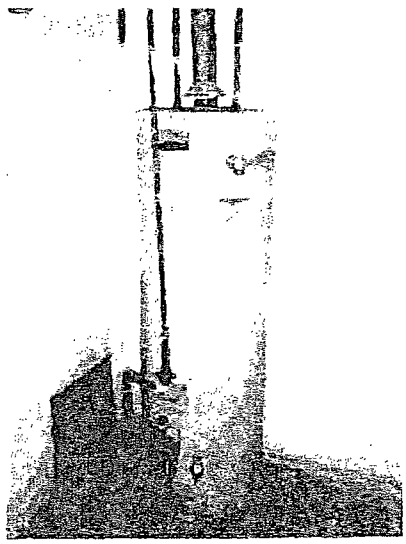


Figure 57-Cottage water heater



Figure 58-Cottage furnace

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The Following Resources Are Suggested For Further Information:

HOME MAINTENANCE

- Blackburn, Graham. *Year Round House Care: A Seasonal Checklist for Basic Home Maintenance.* Mt. Vernon, New York: Consumer Reports Books, 1991.

The title says it all. Contains a particularly good section on "Structural Checkups."

- Carey, James and Carey, Morris. *Home Maintenance for Dummies.* New York, New York: Wiley Publishing, 2000.

A basic but clear and informative guide to maintaining all areas of your home. Recommended for the less handy, or the "home improvement challenged."

REMODELING AND RENOVATION

- Berges, Steve. *101 Cost-Effective Ways to Increase the Value of Your Home.* Chicago, Illinois: Dearborn Trade Publishing, 2004.

The subtitle is "Featuring Projects That Will Add $1,000 To $100,000 To The Value Of Your Property." Takes you step-by-step through the home improvement process, beginning with plans and permits.

- Adler, Bill, Jr. *Outwitting Contractors.* Guilford, Connecticut: The Lyons Press, 2001.

Enough said.

HOME AND COMPONENT REPAIR

- Beckstrom, Robert J., et al. *Ortho's Home Repair Problem Solver.* San Ramon, CA: Ortho books, 1995.

An excellent guide to assessing and fixing many of the most common problems around the home, with sections on plumbing, electrical, mechanical, doors and windows, and indoor and exterior structural issues.

- Better Homes and Gardens. *The Big Book of Home How To.* Des Moines, IA: Meredith Books, 2003.

A nice reference, with sections on how to work with problems in the following areas: Wiring, Plumbing, Doors and Windows, Roofing, Siding, Heating and Cooling, and others.

- Better Homes and Gardens. *New Complete Guide to Home Repair and Improvement.* Des Moines, IA: Meredith Books, 1997.

Sections on Inside Your Home, Outside, Your Home's Systems, and basics you should know. Shares lots of information with its newer cousin, listed above. Better Homes and Gardens has several versions of similar books in print; all are good.

- Becker, Norman, P.E. *Popular Mechanics 500 Simple Home Repair Solutions.* New York, New York: Hearst Books, 2004.

An excellent guide to maintaining your home and its components, similar to Popular Mechanics' regular monthly magazine features.

- Schultz, Mort. *Fix It Yourself For Less.* Yonkers, New York: Consumer Reports Books, 1993.

A basic guide to repairing large and small appliances and outdoor power equipment.

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- Carrell, Al. *Super Handyman Al Carrell's 1000 Questions About Home Repair and Maintenance.* Arlington, TX: Summit Publishing Group, 1997.

A guide to fixing most anything around the home, in question and answer format.

- Warde, John. *The Healthy Home Handbook.* New York, NY: Times Books, 1996.

(Continued on next page)

The subtitle of this book is "All You Need to Know to Rid Your Home of Health and Safety Hazards," but the book is much more than this. Warde provides thorough discussions on the dangers and potential dangers from lead, asbestos, radon, fire hazards and volatile organic compounds, but also devotes space to electrical systems, combustion products and appliances, and ventilation systems. He explains in plain terms the workings of many of these kinds of systems, and describes simple tests and projects most anyone can perform to reduce hazards. Notably absent is a discussion of mold, a concern that has arisen largely since this work was published. If you are concerned about the presence of mold, you may wish to visit the Environmental Protection Agency's web site listed below.

WEBSITES:

- http://www.popularmechanics.com/home_improvement

A good web site that will help explain the mechanics of most anything around the home. Lots of education available, and how to's. Like the magazine features, describes a lot of the latest equipment and gadgetry available, while providing answers and fixes to many common questions and issues.

- http://www.bhg.com/

Better Homes and Gardens web site. Click on "Home Improvement." A good, but in my opinion, more rudimentary guide than Popular Mechanics. Can wear you down with pop-ups and other advertisements.

- http://www.naturalhandyman.com

Maybe the most comprehensive site there is.

- http://www.factsfacts.com/MyHomeRepair/

My personal favorite. A ton of information, with personality.

- http://www.epa.gov/iaq/molds/moldguide.html

U.S. Environmental Protection Agency web site, subtitled "A Brief Guide to Mold, Moisture, and Your Home".

- http://www.scdhec.gov/eqc/baq/html/indoorair.html

S.C. Department of Health and Environmental Control web site for indoor air quality. Here you can access valuable information about many indoor pollutants, and also access SCDHEC's "Mold in Homes" brochure. To go directly to "Mold in Homes", enter http://www.scdhec.gov/eqc/baq/pubs/moldinhomes.pdf.

Stevens Home Inspection Service does not endorse these or any references, and is not responsible for their content. While the inspector has found them useful, all information is subject to change and revision. Care should be taken when undertaking projects and repairs. Use proper procedures and safety equipment. When in doubt, consult or hire a professional from within the field.

©2009 Stevens Home & Commercial Inspection Services, LLC

Aiken Swimming Pool Co.
2085 Whiskey Rd.
Aiken, S.C. 29803
Ph.803-649-7413
Fax 803-641-1397

Subject: Swimming Pool Inspection Request.

Requested By: _____ Ph.# _____

Address of Pools location: 836 Whiskey Rd Aiken SC 29803

Inspection bill to address:

Aiken Swimming Pool Company has been servicing the area for over thirty years. During this period we have built or repaired a large portion of the pools in Aiken. Due to the length of time in business, a knowledgeable team of office personnel and service technicians of well over 100 years combined experience have been established to better service your needs.

On any pool inspection request, the service technician which has the most experience with the pool in question will be sent out to perform the inspection and answer the questions listed below. The results will consist of the condition of the pool and its surroundings as of the date listed above.

1) Once in the backyard, how does the pool and surrounding area appear? Very Clean

2) Pools size & shape? 15 X 40 Rect 3) Vinyl or Gunite Const.? Gunite
4) Is the pool covered or not? Open 5) Water clarity? Clear
6) Liner condition? _____

If Gunite, condition of plaster? Black Rebbletex
Condition of tile? New - Good

Note: The only way of determining if a pool is loosing water is to mark the water level, Then return 24 hours later to see results. This will require an additional charge.

7) Appearance and condition of deck surface? N/A
8) Are the handrails & ladder present & in good condition? N/A
9) Does the pool have a light in it? Yes Does the light work? Yes
10) Is there an automatic cleaning device for the pool? Yes What brand? Caretaker
What is its condition? New - Good

11) At the filter system, What's the overall condition? New -- Good

Are there any plumbing leaks? NO. If so, where? _____

Do the pumps run? yes If so, are they noisy? Normal Noise

Was the system running when we arrived? yes

Estimated age? About 2 yrs

12) Does the filter control valve move freely or hard to turn? Freely

13) Does the waste discharge cause any problems where it currently dumps? NO

Is water leaking out backwash line while system is running? NO

14) Is the pool maintenance equipment present and in good condition? yes If not, what needs to be replaced? _____

Additional Comment: Pool in overall great Condition.

Recommended Repairs if any. _____

Note: A swimming pool and filter systems life is shortened considerably by improper Chemical balance, neglect and by the surrounding elements. The estimated life Of a vinyl liner in which has been covered during the winter is approximately 10 to 12 years, where uncovered being 6 to 8 years.

NOTE: Aiken Swimming Pool Co. Cannot Predict the Future nor be held responsible for Equipment failure, which may occur after the inspection has been performed. However, we guarantee that you will receive the most experienced thorough report we can offer at the time of inspection.

Inspection performed by [signature] Dated 11-24-09

AIKEN PEST CONTROL, INC.
P.O. Drawer U
Aiken, SC 29802

AIKEN PEST CONTROL

AIKEN: (803) 649-9803
AUGUSTA: (706) 722-7220
LEXINGTON: (803) 951-9190

TERMITE INSPECTION REPORT

THIS INSPECTION REPORT CANNOT BE USED FOR REAL ESTATE SALES, CLOSINGS, TRANSFERS, REFINANCING, ETC.

OWNER/AGENT _____ PHONE _____ DATE 9/10/09

STREET 336 Whiskey Rd LOCATION Same

CITY, STATE, ZIP Aiken SC 29803 CITY, STATE, ZIP _____

YOUR WARRANTY COVERS:

All products, labor and services needed to control any active infestation of Subterranean Termites.
Periodic Inspection.
Free consultation and advice concerning other pests that may invade your home.
Additional inspection anytime during warranty if you suspect a termite problem.
This warranty does not include replacement of damaged wood unless prior written agreement has been entered into.
This company will not be responsible for inspection and treatment unless warranty is renewed.

If there is evidence of previous or active infestation of termites and/or other wood-destroying insects or fungi, it must be assumed that there is some damage to the building caused by this infestation. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer or expert in the building trade to provide their opinion as to whether there is structural damage to this property.

SEE NOTES BELOW FOR EXPLANATION OF ANY ITEM CHECKED YES.

	Yes	No
1. There is visible evidence of active Subterranean Termites		✓
2. Was treatment performed? Product Used None		✓
3. There is visible evidence of a previous Subterranean Termite infestation and/or Subterranean Termite damage	✓	

Notes: Found previous termite infestation in crawl area of Trailer

Thank

OE By mail

Owner/Agent

Aiken Pest Control, Inc.

Owner/Agent _____

Account # 173710 Time In: 9:05 Time Out: _____

☒ Pre-Paid ☐ Payment Received Amount $ 125.00

☐ Charge ☒ Visa ☐ M.C. ☐ Discover Check # _____

_____ Aiken Pest Control, Inc.

Exp. Date

Date 9/10/09

APC-32127 (6/08)

AIKEN PEST CONTROL, INC.
P.O. Drawer U
Aiken, SC 29802

AIKEN PEST CONTROL

AIKEN: (803) 649-9803
AUGUSTA: (706) 722-7220
LEXINGTON: (803) 951-9190

TERMITE INSPECTION REPORT

THIS INSPECTION REPORT CANNOT BE USED FOR REAL ESTATE SALES, CLOSINGS, TRANSFERS, REFINANCING, ETC.

OWNER/AGENT _____ PHONE _____ DATE 8/25/03

STREET 336 Whiskey Rd LOCATION Corner

CITY, STATE, ZIP Aiken SC 29803 CITY, STATE, ZIP _____

YOUR WARRANTY COVERS:

All products, labor and services needed to control any active infestation of Subterranean Termites.
Periodic Inspection.
Free consultation and advice concerning other pests that may invade your home.
Additional inspection anytime during warranty if you suspect a termite problem.
This warranty does not include replacement of damaged wood unless prior written agreement has been entered into.
This company will not be responsible for inspection and treatment unless warranty is renewed.

If there is evidence of previous or active infestation of termites and/or other wood-destroying insects or fungi, it must be assumed that there is some damage to the building caused by this infestation. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer or expert in the building trade to provide their opinion as to whether there is structural damage to this property.

SEE NOTES BELOW FOR EXPLANATION OF ANY ITEM CHECKED YES.

	Yes	No
1. There is visible evidence of active Subterranean Termites		✓
2. Was treatment performed? Product Used _____		✓
3. There is visible evidence of a previous Subterranean Termite infestation and/or Subterranean Termite damage	✓	

Notes: Found previous termite activity and water damage. Owner to keep all of wood due to dirt and no plumbing leaks.

Owner/Agent

Aiken Pest Control, Inc.

Owner/Agent _____

Account # 123393 Time In: 9:05 Time Out: _____

☑ Pre-Paid ☐ Payment Received Amount $ 95.00

☐ Charge ☑ Visa ☐ M.C. ☐ Discover Check # _____

Exp. Date

Aiken Pest Control, Inc.

Date 8/25/03

APC-02127-(4/06)

AIKEN PEST CONTROL, INC.
P.O. Drawer U
Aiken, SC 29802

AIKEN PEST CONTROL

AIKEN: (803) 649-9803
AUGUSTA: (706) 722-7220
LEXINGTON: (803) 951-9190

TERMITE INSPECTION REPORT

THIS INSPECTION REPORT CANNOT BE USED FOR REAL ESTATE SALES, CLOSINGS, TRANSFERS, REFINANCING, ETC.

OWNER/AGENT _____ PHONE _____ DATE 5/20/09

STREET 336 Whiskey Rd LOCATION _____

CITY, STATE, ZIP Aiken SC 29803 CITY, STATE, ZIP _____

YOUR WARRANTY COVERS:

All products, labor and services needed to control any active infestation of Subterranean Termites.
Periodic Inspection.
Free consultation and advice concerning other pests that may invade your home.
Additional inspection anytime during warranty if you suspect a termite problem.
This warranty does not include replacement of damaged wood unless prior written agreement has been entered into.
This company will not be responsible for inspection and treatment unless warranty is renewed.

If there is evidence of previous or active infestation of termites and/or other wood-destroying insects or fungi, it must be assumed that there is some damage to the building caused by this infestation. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer or expert in the building trade to provide their opinion as to whether there is structural damage to this property.

SEE NOTES BELOW FOR EXPLANATION OF ANY ITEM CHECKED YES.

	Yes	No
1. There is visible evidence of active Subterranean Termites.....	____	✓
2. Was treatment performed?..... Product Used: Merit	____	✓
3. There is visible evidence of a previous Subterranean Termite infestation and/or Subterranean Termite damage.....	✓	____

Notes: Found previous termite material [illegible] to side of house up back patio - left side of substructure

Owner/Agent

Aiken Pest Control, Inc.

Owner/Agent _____

Account # 173522 Time In: 9:05 Time Out: _____

☑ Pre-Paid ☐ Payment Received Amount $ 30.00

☐ Charge ☐ Visa ☐ M.C. ☐ Discover Check # _____

Aiken Pest Control, Inc.

Exp. Date

Date 5/20/09

APC-S2127 (6/08)

OFFICIAL SOUTH CAROLINA WOOD INFESTATION REPORT

THIS REPORT VALID FOR 45 DAYS ONLY. THIS REPORT MAY **NOT** BE USED IN A REAL ESTATE CLOSING AFTER 45 DAYS. THIS REPORT IS **NOT** TO BE CONSTRUED AS A GUARANTEE OR WARRANTY AGAINST FUTURE INFESTATION OR DAMAGE. IT IS RECOMMENDED BY THE DEPARTMENT OF PESTICIDE REGULATION, REGULATORY AND PUBLIC SERVICE PROGRAMS, AND THE SOUTH CAROLINA PEST CONTROL ASSOCIATION THAT THE **PURCHASER** OF THE STRUCTURE, RATHER THAN THE SELLER, OBTAIN THIS WOOD INFESTATION REPORT.

Date 01/11/2010 File No. 108284

This is to report that a qualified inspector employed by the below named firm has carefully inspected readily accessible areas, including attics and crawl spaces which permit entry, of the property located at the below address for termites, other wood-destroying insects, and fungi. The inspection for fungi and fungi damage commonly called water damaged wood, rot or decay is limited to the area below the first main floor of the structure as defined by DPRPN-198. This report specifically excludes hidden areas and areas not readily accessible, and the undersigned pest control operator disclaims that he has made any inspection of such hidden areas or of such areas not readily accessible.

The inspection described has been made **on the basis of visible evidence, and especial attention was given to those accessible areas which experience has shown to be particularly susceptible to attack by wood-destroying insects. Probing and/or sounding those areas and other visible and accessible wood members showing evidence of infestation was performed. This report is submitted without warranty, guarantee, or representation as to concealed evidence of infestation or damage or as to future infestation.**

If there is evidence of active infestation or past infestation of termites and/or other wood-destroying insects or fungi, it must be assumed that there is some damage to the building caused by this infestation; however any visible damage to a wood member in accessible areas has been reported. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer or expert in the building trade to provide their opinion as to whether there is structural damage to this property.

LOCATION AND DESCRIPTION OF PROPERTY INSPECTED: 836 WHISKEY ROAD, AIKEN, SC. 29801, STABLES

TYPE OF TRANSACTION: FHA _____ VA _____ CONVENTIONAL _____ LOAN ASSUMPTION _____ CASH SALE _____

IF ANY OF THE FOLLOWING ITEMS ARE MARKED YES, DESCRIBE ON REVERSE:	Check Only Appropriate Items YES	NO
WERE ANY AREAS OF THE PROPERTY OBSTRUCTED OR INACCESSIBLE?	[X]	[ ]
INFESTATION:		
1. There is visible evidence of active: (A) subterranean termites	[ ]	[X]
(B) other wood-destroying insects	[ ]	[X]
2. There is visible evidence of a previous infestation of: (A) subterranean termites	[X]	[ ]
(B) other wood-destroying insects	[ ]	[X]
3. There is visible evidence of prior subterranean termite treatment	[X]	[ ]
4. There is evidence below the first main floor of the presence of: (A) active wood-destroying fungi (wood moisture content 28% or above)	[ ]	[X]
(B) wood-destroying fungi is present but not active (less than 28% wood moisture content)	[X]	[ ]
5. There is evidence of the presence of excessive moisture conditions below the first main floor (20% or above wood moisture content, standing water, etc.)	[ ]	[X]

DAMAGE: Termite, other wood-destroying insects and fungi (Note: reporting of fungi damage to wood, commonly called water damage, decay or rot, is limited to the area below the first main floor of the structure as defined by DPRPN-198.)

	Check Appropriate Block Below
At the time of our inspection, there were visibly damage wooden members (e.g. insect damage to columns, sills, joists, plates, door jambs, headers, exterior stairs, porches, or fungi damage below the first main floor) If the answer is "YES," specify causes and location(s) on back.	[X] [ ]
DAMAGE OBSERVED (IF ANY)	
A. Will be or has been corrected by this company	[ ]
B. Will be or has been corrected by another company (see attached contract.)	[ ]
C. Will not be corrected by this company; recommend that structure be thoroughly and completely evaluated by a qualified building expert licensed or registered with the S.C. Department of Labor, Licensing, and Regulations, Residential Builder's Commission and that needed repairs be made.	[X]
D. In our opinion there is insufficient visible damage to recommend repair. (Explanation on the reverse side why repair was not recommended.)	[ ]
TREATMENT	Check Appropriate Block Below
1. The property described was treated by us for the prevention or control of _____ (date of treatment)	[ ]
A waiver has been issued and is attached to this form	[ ]
The present treatment warranty will expire on _____ and may be renewed initially at $_____ by the owner.	
2. The property described has not been treated by us and is not now under contract with our firm	[X]

SEE OTHER SIDE OF THIS REPORT FOR ADDITIONAL CONDITIONS GOVERNING THIS REPORT.

CL-100 Approved by the South Carolina Pest Control Association, Inc., and the Division of Regulatory and Public Service Programs of Clemson University. Revised 3/99 Supercedes earlier versions.

(OVER)

CONDITIONS GOVERNING THIS REPORT

Please read carefully.

This report is based on the observations of our inspector. It must be noted that all buildings have some wood members which are not visible or accessible for inspection. It is not always possible to determine the presence of infestation without extensive probing and in some cases actual dismantling of parts of the structure being inspected.

All inspections and reports will be made on the basis of what is visible, and we will not render opinions covering areas that are enclosed or not readily accessible, areas of finished rooms, areas concealed by wall coverings, floor coverings, insulation, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate tearing out or marring finished work. We do not move furniture, appliances, equipment, etc. Plumbing leaks may not be apparent at the time of inspection. If evidence of such leaks is disclosed, liability for the correction of such leaks is specifically denied. No opinion can be rendered as to infestation or damage on that portion of sheathing, siding or other susceptible material which continues below soil grade.

The areas of the substructure and attic that are accessible and open for inspection have been inspected. The substructure is defined as that portion of the building below the first main floor living space.

Detached garages, sheds, lean-tos, fences, or other buildings on the property are not included in this inspection report unless specifically noted.

The company, upon specific request and agreement as to additional charge, will open any inaccessible, concealed, or enclosed area and inspect same and make a report thereon.

REMARKS

THIS SPACE IS TO BE USED TO DETAIL ANY "YES" ANSWERS FROM THE FRONT OF THIS FORM. INCLUDE ITEM NUMBER WITH EACH EXPLANATION. CLARIFICATION AND EXPLANATION OF OTHER ITEMS MAY ALSO BE INCLUDED.

Unable to inspect all of attic due to inaccessible areas.

Unable to inspect crawl space areas due to duct work and plumbing making these areas inaccessible.

Unable to inspect all of living areas due to furniture, stored items and floor coverings.

Infestation 2A: Found visible evidence of a previous termite infestation to wall in basement behind steps.

Damage C: Recommend that a licensed contractor evaluate structure and make repairs as needed.

Note: Aiken Pest Control, Inc. is a professional extermination company only and not structural engineers. If the buyer has doubts as to soundness of the structure he/she should engage a licensed structural weakness engineer from the building trade to make any evaluations and recommendations needed to give an accurate opinion as to stability of any structure.

Note: This property was not inspected for the presence of absence of health related molds or fungi. The inspection was conducted solely for visible evidence of wood destroying organisms and their damage and was limited to the visible and accessible areas of the structure(s) only. Inspection for wood destroying fungi was limited to the level below the first main floor. We are not qualified to and do not render an opinion concerning mold related air quality or any health issues relating to this structure. Questions concerning the presence or absence of health related mold and fungi or other health related issues which may be associated with this property, should be addressed by a properly trained Industrial Hygienist, Physician or the Public Health Official.

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in this property. I do further state that neither I nor the company for which I am acting is associated in any way with any party to this transaction.

LICENSE NUMBER OF PERSON SIGNING THIS REPORT

C0009801

(MUST BE CERTIFIED IN CATEGORY 7A)

Business License Number #B0001084 SC

Firm: AIKEN PEST CONTROL, INC.

BY: CRAIG S. HEATH

ADDRESS: P.O. DRAWER U

OF FIRM: AIKEN, SC. 29802-0696

ACKNOWLEDGEMENT:

PURCHASER ACKNOWLEDGES THAT A COPY OF THIS REPORT HAS BEEN REVIEWED AND RECEIVED.

DATE ACKNOWLEDGED

PURCHASER'S SIGNATURE

OFFICIAL SOUTH CAROLINA WOOD INFESTATION REPORT

THIS REPORT VALID FOR 45 DAYS ONLY. THIS REPORT MAY NOT BE USED IN A REAL ESTATE CLOSING AFTER 45 DAYS. THIS REPORT IS NOT TO BE CONSTRUED AS A GUARANTEE OR WARRANTY AGAINST FUTURE INFESTATION OR DAMAGE. IT IS RECOMMENDED BY THE DEPARTMENT OF PESTICIDE REGULATION, REGULATORY AND PUBLIC SERVICE PROGRAMS, AND THE SOUTH CAROLINA PEST CONTROL ASSOCIATION THAT THE **PURCHASER** OF THE STRUCTURE, RATHER THAN THE SELLER, OBTAIN THIS WOOD INFESTATION REPORT.

Date 01/11/2010 File No. 108284

This is to report that a qualified inspector employed by the below named firm has carefully inspected readily accessible areas, including attics and crawl spaces which permit entry, of the property located at the below address for termites, other wood-destroying insects, and fungi. The inspection for fungi and fungi damage commonly called water damaged wood, rot or decay is limited to the area below the first main floor of the structure as defined by DPRPN-198. This report specifically excludes hidden areas and areas not readily accessible, and the undersigned pest control operator disclaims that he has made any inspection of such hidden areas or of such areas not readily accessible.

The inspection described has been made **on the basis of visible evidence, and special attention was given to those accessible areas which experience has shown to be particularly susceptible to attack by wood-destroying insects. Probing and/or sounding those areas and other visible and accessible wood members showing evidence of infestation was performed. This report is submitted without warranty, guarantee, or representation as to concealed evidence of infestation or damage or as to future infestation.**

If there is evidence of active infestation or past infestation of termites and/or other wood-destroying insects or fungi, it must be assumed that there is some damage to the building caused by this infestation; however any visible damage to a wood member in accessible areas has been reported. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer or expert in the building trade to provide their opinion as to whether there is structural damage to this property.

LOCATION AND DESCRIPTION OF PROPERTY INSPECTED: 836 WHISKEY ROAD, AIKEN, SC, 29801, STABLES

TYPE OF TRANSACTION: FHA _____ VA _____ CONVENTIONAL _____ LOAN ASSUMPTION _____ CASH SALE _____

IF ANY OF THE FOLLOWING ITEMS ARE MARKED YES, DESCRIBE ON REVERSE:	Check Only Appropriate Items YES	NO
WERE ANY AREAS OF THE PROPERTY OBSTRUCTED OR INACCESSIBLE?	[X]	[ ]
INFESTATION:		
1. There is visible evidence of active: (A) subterranean termites	[ ]	[X]
(B) other wood-destroying insects	[ ]	[X]
2. There is visible evidence of a previous infestation of: (A) subterranean termites	[X]	[ ]
(B) other wood-destroying insects	[ ]	[X]
3. There is visible evidence of prior subterranean termite treatment	[X]	[ ]
4. There is evidence below the first main floor of the presence of: (A) active wood-destroying fungi (wood moisture content 28% or above)	[ ]	[X]
(B) wood-destroying fungi is present but not active (less than 28% wood moisture content)	[X]	[ ]
5. There is evidence of the presence of excessive moisture conditions below the first main floor (20% or above wood moisture content, standing water, etc.)	[ ]	[X]

DAMAGE: Termite, other wood-destroying insects and fungi **(Note: reporting of fungi damage to wood, commonly called water damage, decay or rot, is limited to the area below the first main floor of the structure as defined by DPRPN-198.)**

At the time of our inspection, there were visibly damage wooden members (e.g. insect damage to columns, sills, joists, plates, door jambs, headers, exterior stairs, porches, or fungi damage below the first main floor) If the answer is "YES," specify causes and location(s) on back.	[X]	[ ]

DAMAGE OBSERVED (IF ANY)	Check Appropriate Block Below
A. Will be or has been corrected by this company	[ ]
B. Will be or has been corrected by another company (see attached contract.)	[ ]
C. Will not be corrected by this company; recommend that structure be thoroughly and completely evaluated by a qualified building expert licensed or registered with the S.C. Department of Labor, Licensing, and Regulations, Residential Builder's Commission and that needed repairs be made.	[X]
D. In our opinion there is insufficient visible damage to recommend repair. (Explanation on the reverse side why repair was not recommended.)	[ ]

TREATMENT	Check Appropriate Block Below
1. The property described was treated by us for the prevention or control of _____ (date of treatment)	[ ]
A waiver has been issued and is attached to this form.	[ ]
The present treatment warranty will expire on _____ and may be renewed initially at $_____ by the owner.	
2. The property described has not been treated by us and is not now under contract with our firm	[X]

SEE OTHER SIDE OF THIS REPORT FOR ADDITIONAL CONDITIONS GOVERNING THIS REPORT.

CL-100 Approved by the South Carolina Pest Control Association, Inc., and the Division of Regulatory and Public Service Programs of Clemson University. Revised 3/99 Supercedes earlier versions.

(OVER)

CONDITIONS GOVERNING THIS REPORT

Please read carefully.

This report is based on the observations of our inspector. It must be noted that all buildings have some wood members which are not visible or accessible for inspection. It is not always possible to determine the presence of infestation without extensive probing and in some cases actual dismantling of parts of the structure being inspected.

All inspections and reports will be made on the basis of what is visible, and we will not render opinions covering areas that are enclosed or not readily accessible, areas of finished rooms, areas concealed by wall coverings, floor coverings, insulation, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate tearing out or marring finished work. We do not move furniture, appliances, equipment, etc. Plumbing leaks may not be apparent at the time of inspection. If evidence of such leaks is disclosed, liability for the correction of such leaks is specifically denied. No opinion can be rendered as to infestation or damage on that portion of sheathing, siding or other susceptible material which continues below soil grade.

The areas of the substructure and attic that are accessible and open for inspection have been inspected. The substructure is defined as that portion of the building below the first main floor living space.

Detached garages, sheds, lean-tos, fences, or other buildings on the property are not included in this inspection report unless specifically noted.

The company, upon specific request and agreement as to additional charge, will open any inaccessible, concealed, or enclosed area and inspect same and make a report thereon.

REMARKS

THIS SPACE IS TO BE USED TO DETAIL ANY "YES" ANSWERS FROM THE FRONT OF THIS FORM. INCLUDE ITEM NUMBER WITH EACH EXPLANATION. CLARIFICATION AND EXPLANATION OF OTHER ITEMS MAY ALSO BE INCLUDED.

Unable to inspect all of attic due to inaccessible areas.

Unable to inspect crawl space areas due to duct work and plumbing making these areas inaccessible.

Unable to inspect all of living areas due to furniture, stored items and floor coverings.

Infestation 2A: Found visible evidence of a previous termite infestation to wall in basement behind steps.

Damage C: Recommend that a licensed contractor evaluate structure and make repairs as needed.

Note: Aiken Pest Control, Inc. is a professional extermination company only and not structural engineers. If the buyer has doubts as to soundness of the structure he/she should engage a licensed structural weakness engineer from the building trade to make any evaluations and recommendations needed to give an accurate opinion as to stability of any structure.

Note: This property was not inspected for the presence of absence of health related molds or fungi. The inspection was conducted solely for visible evidence of wood destroying organisms and their damage and was limited to the visible and accessible areas of the structure(s) only. Inspection for wood destroying fungi was limited to the level below the first main floor. We are not qualified to and do not render an opinion concerning mold related air quality or any health issues relating to this structure. Questions concerning the presence or absence of health related mold and fungi or other health related issues which may be associated with this property, should be addressed by a properly trained Industrial Hygienist, Physician or the Public Health Official.

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in this property. I do further state that neither I nor the company for which I am acting is associated in any way with any party to this transaction.

LICENSE NUMBER OF PERSON SIGNING THIS REPORT

C0009801

(MUST BE CERTIFIED IN CATEGORY 7A)

Business License Number #B0001084 SC

Firm: AIKEN PEST CONTROL, INC.

BY: CRAIG S. HEATH

ADDRESS: P.O. DRAWER U

OF FIRM: AIKEN, SC, 29802-0696

ACKNOWLEDGEMENT:

PURCHASER ACKNOWLEDGES THAT A COPY OF THIS REPORT HAS BEEN REVIEWED AND RECEIVED.

DATE ACKNOWLEDGED

PURCHASER'S SIGNATURE

SOUTH CAROLINA DIVISION OF REGULATORY & PUBLIC SERVICE PROGRAMS

OFFICIAL WAIVER OF STANDARDS FOR THE CONTROL OF SUBTERRANEAN TERMITES IN STRUCTURES

AIKEN PEST CONTROL

Phone 649 - 9803

P. O. Box 2042
Aiken, South Carolina 29801

Aiken Pest Control, INC. — COMPANY NAME
Cliff Maxwell — NAME OF PEST CONTROL OPERATOR
P. O. Box 2042 — STREET OR P. O. BOX
CONTRACT DATE
Aiken, S.C. 29802 — CITY AND STATE, ZIP

Location of Property Whiskey Rd. Aiken, SC.

Type of Construction: Basement ☐ Crawl Space ☐ Slab ☐ Combination ☒

Type of Treatment: Existing Structure ☒ Pretreatment ☐

Standards for the treatment of existing structures for prevention or control of subterranean termites. Extracted from Rules and Regulations of the South Carolina Pesticide Control Act (Sec. 46-13-30 of 1976 code, as amended, 27-1085).

This form is to be used when a standard(s) for prevention or control of subterranean termites is not performed. A check in one of the boxes below indicates which standard treatment procedure will not be performed.

☒ 1. Cellulose debris removed from crawl space. G(2)(a)

☐ 2. Form Boards within 6 inches of crawl space soil removed. G(2)(a)

☐ 3. Wood in direct contact with soil placed on concrete base, treated or removed. G(2)(b)

☐ 4. All visible and accessible termite shelter tubes scraped off. G(2)(c)

☐ 5. Foundation walls, piers, pillars, supports, and pipes rodded or trenched and treated. G(2)(d) and H(1)

☐ 6. Cavities in hollow pillars, tile, brick, block, chimneys or other construction features likely to be penetrated by termites, treated. G(2)(e)

☐ 7. Soil beneath attached slabs (porches, patios, carports, garages, walkways, etc.) which are less than 18 inches below sill treated. G(2)(f)

☐ 8. Adequate ventilation provided. G(2)(g)

☐ 9. Crawl space soil removed to provide at least 8 inches' clearance. G(2)(h)

☐ 10. Soil beneath concrete slab foundation treated. G(2)(i) and H(2)

Reason for not performing standard treatment procedures: (explain why standards checked above are being waived) Owner waives the removal of all cellulose debris.

It is my understanding that this structure will be treated according to the standards of the South Carolina Division of Regulatory and Public Service Programs except for those items checked above, and I authorize the above-named company to proceed with treatment on that basis.

Property Owner or Authorized Agent — SIGNATURE: Courtney W. Cooper, Agent — DATE: 1/6/94

STREET OR P. O. BOX: 3750 Marine Midland Center

CITY & STATE: Buffalo, N.Y.

OFFICIAL SOUTH CAROLINA WOOD INFESTATION REPORT

THIS REPORT VALID FOR 45 DAYS ONLY. THIS REPORT MAY **NOT** BE USED IN A REAL ESTATE CLOSING AFTER 45 DAYS. THIS REPORT IS **NOT** TO BE CONSTRUED AS A GUARANTEE OR WARRANTY AGAINST FUTURE INFESTATION OR DAMAGE. IT IS RECOMMENDED BY THE DEPARTMENT OF PESTICIDE REGULATION, REGULATORY AND PUBLIC SERVICE PROGRAMS, AND THE SOUTH CAROLINA PEST CONTROL ASSOCIATION THAT THE **PURCHASER** OF THE STRUCTURE, RATHER THAN THE SELLER, OBTAIN THIS WOOD INFESTATION REPORT.

Date 01/11/2010 File No. 108284

This is to report that a qualified inspector employed by the below named firm has carefully inspected readily accessible areas, including attics and crawl spaces which permit entry, of the property located at the below address for termites, other wood-destroying insects, and fungi. The inspection for fungi and fungi damage commonly called water damaged wood, rot or decay is limited to the area below the first main floor of the structure as defined by DPRPN-198. This report specifically excludes hidden areas and areas not readily accessible, and the undersigned pest control operator disclaims that he has made any inspection of such hidden areas or of such areas not readily accessible.

The inspection described has been made **on the basis of visible evidence, and special attention was given to those accessible areas which experience has shown to be particularly susceptible to attack by wood-destroying insects. Probing and/or sounding those areas and other visible and accessible wood members showing evidence of infestation was performed. This report is submitted without warranty, guarantee, or representation as to concealed evidence of infestation or damage or as to future infestation.**

If there is evidence of active infestation or past infestation of termites and/or other wood-destroying insects or fungi, it must be assumed that there is some damage to the building caused by this infestation; however any visible damage to a wood member in accessible areas has been reported. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer or expert in the building trade to provide their opinion as to whether there is structural damage to this property.

LOCATION AND DESCRIPTION OF PROPERTY INSPECTED: 836 WHISKEY ROAD, AIKEN, SC, 29801, MAIN RESIDENCE

TYPE OF TRANSACTION: FHA _____ VA _____ CONVENTIONAL _____ LOAN ASSUMPTION _____ CASH SALE _____

IF ANY OF THE FOLLOWING ITEMS ARE MARKED YES, DESCRIBE ON REVERSE:	Check Only Appropriate Items YES	NO
WERE ANY AREAS OF THE PROPERTY OBSTRUCTED OR INACCESSIBLE?	[X]	[ ]
INFESTATION:		
1 There is visible evidence of active: (A) subterranean termites	[ ]	[X]
(B) other wood-destroying insects.	[ ]	[X]
2. There is visible evidence of a previous infestation of: (A) subterranean termites	[X]	[ ]
(B) other wood-destroying insects	[ ]	[X]
	[X]	[ ]
3. There is visible evidence of prior subterranean termite treatment	[ ]	[X]
4. There is evidence below the first main floor of the presence of: (A) active wood-destroying fungi (wood moisture content 28% or above)	[X]	[ ]
(B) wood-destroying fungi is present but not active (less than 28% wood moisture content)		
5. There is evidence of the presence of excessive moisture conditions below the first main floor (20% or above wood moisture content, standing water, etc.)	[ ]	[X]
DAMAGE: Termite, other wood-destroying insects and fungi (Note: reporting of fungi damage to wood, commonly called water damage, decay or rot, is limited to the area below the first main floor of the structure as defined by DPRPN-198.) At the time of our inspection, there were visibly damage wooden members (e.g. insect damage to columns, sills, joists, plates, door jambs, headers, exterior stairs, porches, or fungi damage below the first main floor) If the answer is "YES," specify causes and location(s) on back.	[X]	[ ]
	Check Appropriate Block Below	
DAMAGE OBSERVED (IF ANY)		
A. Will be or has been corrected by this company	[ ]	
B. Will be or has been corrected by another company (see attached contract.)	[ ]	
C. Will not be corrected by this company; recommend that structure be thoroughly and completely evaluated by a qualified building expert licensed or registered with the S.C. Department of Labor, Licensing, and Regulations, Residential Builder's Commission and that needed repairs be made	[X]	
D. In our opinion there is insufficient visible damage to recommend repair. (Explanation on the reverse side why repair was not recommended.)	[ ]	
	Check Appropriate Block Below	
TREATMENT		
1. The property described was treated by us for the prevention or control of	[X]	
SUBTERRANEAN TERMITES 08/12/1994 (date of treatment)		
A waiver has been issued and is attached to this form.	[X]	
The present treatment warranty will expire on 08/12/2010		
and may be renewed initially at $ 325.00 by the owner.		
2 The property described has not been treated by us and is not now under contract with our firm	[ ]	

SEE OTHER SIDE OF THIS REPORT FOR ADDITIONAL CONDITIONS GOVERNING THIS REPORT.

CL-100 Approved by the South Carolina Pest Control Association, Inc., and the Division of Regulatory and Public Service Programs of Clemson University. Revised 3/99 Supercedes earlier versions.

(OVER)

CONDITIONS GOVERNING THIS REPORT

Please read carefully.

This report is based on the observations of our inspector. It must be noted that all buildings have some wood members which are not visible or accessible for inspection. It is not always possible to determine the presence of infestation without extensive probing and in some cases actual dismantling of parts of the structure being inspected.

All inspections and reports will be made on the basis of what is visible, and we will not render opinions covering areas that are enclosed or not readily accessible, areas of finished rooms, areas concealed by wall coverings, floor coverings, insulation, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate tearing out or marring finished work. We do not move furniture, appliances, equipment, etc. Plumbing leaks may not be apparent at the time of inspection. If evidence of such leaks is disclosed, liability for the correction of such leaks is specifically denied. No opinion can be rendered as to infestation or damage on that portion of sheathing, siding or other susceptible material which continues below soil grade.

The areas of the substructure and attic that are accessible and open for inspection have been inspected. The substructure is defined as that portion of the building below the first main floor living space.

Detached garages, sheds, lean-tos, fences, or other buildings on the property are not included in this inspection report unless specifically noted.

The company, upon specific request and agreement as to additional charge, will open any inaccessible, concealed, or enclosed area and inspect same and make a report thereon.

REMARKS

THIS SPACE IS TO BE USED TO DETAIL ANY "YES" ANSWERS FROM THE FRONT OF THIS FORM. INCLUDE ITEM NUMBER WITH EACH EXPLANATION. CLARIFICATION AND EXPLANATION OF OTHER ITEMS MAY ALSO BE INCLUDED.

Unable to inspect all of attic due to inaccessible areas.

Unable to inspect all of living areas due to stored items, furniture and floor coverings.

Infestation 2A: Found visible evidence of a previous termite infestation to sills, joists and subfloor in main crawl at left center, left front, rear right and right center.

Infestation 3: Drill holes in foundation walls indicate a previous termite treatment.

Infestation 4B: Found visible inactive fungi to bottom of door frames in basement due to water seeping through foundation walls.

Damage C: Visible termite and fungi damage noted above in our opinion should be evaluated by a licensed contractor and repairs be made as needed.

Note: The wood moisture content readings obtained in the substructure were 9%.

Note: Aiken Pest Control, Inc. is a professional extermination company only and not structural engineers. If the buyer has doubts as to soundness of the structure he/she should engage a licensed structural weakness engineer from the building trade to make any evaluations and recommendations needed to give an accurate opinion as to stability of any structure.

Note: This property was not inspected for the presence of absence of health related molds or fungi. The inspection was conducted solely for visible evidence of wood destroying organisms and their damage and was limited to the visible and accessible areas of the structure(s) only. Inspection for wood destroying fungi was limited to the level below the first main floor. We are not qualified to and do not render an opinion concerning mold related air quality or any health issues relating to this structure. Questions concerning the presence or absence of health related mold and fungi or other health related issues which may be associated with this property, should be addressed by a properly trained Industrial Hygienist, Physician or the Public Health Official.

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in this property. I do further state that neither I nor the company for which I am acting is associated in any way with any party to this transaction.

LICENSE NUMBER OF PERSON SIGNING THIS REPORT

C0009801

(MUST BE CERTIFIED IN CATEGORY 7A)

Business License Number #80001084 SC

Firm: AIKEN PEST CONTROL, INC.

BY: CRAIG S. HEATH

ADDRESS: P.O. DRAWER U

OF FIRM: AIKEN, SC 29802-0696

ACKNOWLEDGEMENT:

PURCHASER ACKNOWLEDGES THAT A COPY OF THIS REPORT HAS BEEN REVIEWED AND RECEIVED.

DATE ACKNOWLEDGED

PURCHASER'S SIGNATURE

SOUTH CAROLINA DIVISION OF REGULATORY & PUBLIC SERVICE PROGRAMS

OFFICIAL WAIVER OF STANDARDS FOR THE CONTROL OF SUBTERRANEAN TERMITES IN STRUCTURES

Phone 649 - 9803

AIKEN PEST CONTROL

P. O. Box 2042
Aiken, South Carolina 29801

Aiken Pest Control, Inc.
COMPANY NAME

Cliff Maxwell
NAME OF PEST CONTROL OPERATOR

P.O. Box 2042
STREET OR P O BOX

CONTRACT DATE

Aiken, SC. 29802
CITY AND STATE ZIP

Location of Property Whiskey Rd. Aiken, SC.

Type of Construction: Basement ☐ Crawl Space ☐ Slab ☐ Combination ☒

Type of Treatment: Existing Structure ☒ Pretreatment ☐

Standards for the treatment of existing structures for prevention or control of subterranean termites. Extracted from Rules and Regulations of the South Carolina Pesticide Control Act (Sec. 46-13-30 of 1976 code, as amended, 27-1085).

This form is to be used when a standard(s) for prevention or control of subterranean termites is not performed. A check in one of the boxes below indicates which standard treatment procedure will not be performed.

☒ 1. Cellulose debris removed from crawl space. G(2)(a)

☐ 2. Form Boards within 8 inches of crawl space soil removed. G(2)(e)

☐ 3. Wood in direct contact with soil placed on concrete base, treated or removed. G(2)(b)

☐ 4. All visible and accessible termite shelter tubes scraped off. G(2)(c)

☐ 5. Foundation walls, piers, pillars, supports, and pipes rodded or trenched and treated. G(2)(d) and H(1)

☐ 6. Cavities in hollow pillars, tile, brick, block, chimneys or other construction features likely to be penetrated by termites, treated. G(2)(e)

☐ 7. Soil beneath attached slabs (porches, patios, carports, garages, walkways, etc.) which are less than 18 inches below sill treated. G(2)(f)

☒ 8. Adequate ventilation provided. G(2)(g)

☐ 9. Crawl space soil removed to provide at least 8 inches' clearance. G(2)(h)

☐ 10. Soil beneath concrete slab foundation treated. G(2)(i) and H(2)

Reason for not performing standard treatment procedures: (explain why standards checked above are being waived) 1. owner waives the removal of all cellulose debris. 8. Owner waives additional ventilation

It is my understanding that this structure will be treated according to the standards of the South Carolina Division of Regulatory and Public Service Programs except for those items checked above, and I authorize the above-named company to proceed with treatment on that basis.

Property Owner or Authorized Agent

Courtney W. Conger, agent 1/6/94
SIGNATURE DATE

3750 Monroe Midland Center
STREET OR P. O. BOX

Buffalo, N.Y.
CITY & STATE

OFFICIAL SOUTH CAROLINA WOOD INFESTATION REPORT

THIS REPORT VALID FOR 45 DAYS ONLY. THIS REPORT MAY **NOT** BE USED IN A REAL ESTATE CLOSING AFTER 45 DAYS. THIS REPORT IS **NOT** TO BE CONSTRUED AS A GUARANTEE OR WARRANTY AGAINST FUTURE INFESTATION OR DAMAGE. IT IS RECOMMENDED BY THE DEPARTMENT OF PESTICIDE REGULATION, REGULATORY AND PUBLIC SERVICE PROGRAMS, AND THE SOUTH CAROLINA PEST CONTROL ASSOCIATION THAT THE **PURCHASER** OF THE STRUCTURE, RATHER THAN THE SELLER, OBTAIN THIS WOOD INFESTATION REPORT.

Date 01/11/2010 File No. 108284

This is to report that a qualified inspector employed by the below named firm has carefully inspected readily accessible areas, including attics and crawl spaces which permit entry, of the property located at the below address for termites, other wood-destroying insects, and fungi. The inspection for fungi and fungi damage commonly called water damaged wood, rot or decay is limited to the area below the first main floor of the structure as defined by DPRPN-198. This report specifically excludes hidden areas and areas not readily accessible, and the undersigned pest control operator disclaims that he has made any inspection of such hidden areas or of such areas not readily accessible.

The inspection described has been made **on the basis of visible evidence, and special attention was given to those accessible areas which experience has shown to be particularly susceptible to attack by wood-destroying insects. Probing and/or sounding those areas and other visible and accessible wood members showing evidence of infestation was performed. This report is submitted without warranty, guarantee, or representation as to concealed evidence of infestation or damage or as to future infestation.**

If there is evidence of active infestation or past infestation of termites and/or other wood-destroying insects or fungi, it must be assumed that there is some damage to the building caused by this infestation; however any visible damage to a wood member in accessible areas has been reported. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer or expert in the building trade to provide their opinion as to whether there is structural damage to this property.

LOCATION AND DESCRIPTION OF PROPERTY INSPECTED: 836 WHISKEY ROAD, AIKEN, SC, 29801, MAIN RESIDENCE

TYPE OF TRANSACTION: FHA _____ VA _____ CONVENTIONAL _____ LOAN ASSUMPTION _____ CASH SALE _____

IF ANY OF THE FOLLOWING ITEMS ARE MARKED YES, DESCRIBE ON REVERSE:

	Check Only Appropriate Items YES	NO
WERE ANY AREAS OF THE PROPERTY OBSTRUCTED OR INACCESSIBLE?	[X]	[ ]
INFESTATION:		
1. There is visible evidence of active: (A) subterranean termites	[ ]	[X]
(B) other wood-destroying insects	[ ]	[X]
2. There is visible evidence of a previous infestation of: (A) subterranean termites	[X]	[ ]
(B) other wood-destroying insects	[ ]	[X]
3. There is visible evidence of prior subterranean termite treatment	[X]	[ ]
4. There is evidence below the first main floor of the presence of: (A) active wood-destroying fungi (wood moisture content 28% or above)	[ ]	[X]
(B) wood-destroying fungi is present but not active (less than 28% wood moisture content)	[x]	[ ]
5. There is evidence of the presence of excessive moisture conditions below the first main floor (20% or above wood moisture content, standing water, etc.)	[ ]	[X]

DAMAGE: Termite, other wood-destroying insects and fungi (Note: reporting of fungi damage to wood, commonly called water damage, decay or rot, is limited to the area below the first main floor of the structure as defined by DPRPN-198.)

	Check Appropriate Block Below
At the time of our inspection, there were visibly damage wooden members (e.g. insect damage to columns, sills, joists, plates, door jambs, headers, exterior stairs, porches, or fungi damage below the first main floor) If the answer is "YES," specify causes and location(s) on back.	[X] [ ]
DAMAGE OBSERVED (IF ANY)	
A. Will be or has been corrected by this company	[ ]
B. Will be or has been corrected by another company (see attached contract.)	[ ]
C. Will not be corrected by this company; recommend that structure be thoroughly and completely evaluated by a qualified building expert licensed or registered with the S.C. Department of Labor, Licensing, and Regulations, Residential Builder's Commission and that needed repairs be made.	[X]
D. In our opinion there is insufficient visible damage to recommend repair. (Explanation on the reverse side why repair was not recommended.)	[ ]

TREATMENT

	Check Appropriate Block Below
1. The property described was treated by us for the prevention or control of	[X]
SUBTERRANEAN TERMITES 08/12/1994 (date of treatment)	
A waiver has been issued and is attached to this form.	[X]
The present treatment warranty will expire on 08/12/2010	
and may be renewed initially at $ 325.00 by the owner.	
2. The property described has not been treated by us and is not now under contract with our firm.	[ ]

SEE OTHER SIDE OF THIS REPORT FOR ADDITIONAL CONDITIONS GOVERNING THIS REPORT.

CL-100 Approved by the South Carolina Pest Control Association, Inc., and the Division of Regulatory and Public Service Programs of Clemson University. Revised 3/99 Supercedes earlier versions.

(OVER)

CONDITIONS GOVERNING THIS REPORT

Please read carefully.

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All inspections and reports will be made on the basis of what is visible, and we will not render opinions covering areas that are enclosed or notreadily accessible, areas of finished rooms, areas concealed by wall coverings, floor coverings, insulation, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate tearing out or marring finished work. We do not move furniture, appliances, equipment, etc. Plumbing leaks may not be apparent at the time of inspection. If evidence of such leaks is disclosed, liability for the correction of such leaks is specifically denied. No opinion can be rendered as to infestation or damage on that portion of sheathing, siding or other susceptible material which continues below soil grade.

The areas of the substructure and attic that are accessible and open for inspection have been inspected. The substructure is defined as that portion of the building below the first main floor living space.

Detached garages, sheds, lean-tos, fences, or other buildings on the property are not included in this inspection report unless specifically noted.

The company, upon specific request and agreement as to additional charge, will open any inaccessible, concealed, or enclosed area and inspect same and make a report thereon.

REMARKS

THIS SPACE IS TO BE USED TO DETAIL ANY "YES" ANSWERS FROM THE FRONT OF THIS FORM. INCLUDE ITEM NUMBER WITH EACH EXPLANATION. CLARIFICATION AND EXPLANATION OF OTHER ITEMS MAY ALSO BE INCLUDED.

Unable to inspect all of attic due to inaccessible areas.

Unable to inspect all of living areas due to stored items, furniture and floor coverings.

Infestation 2A: Found visible evidence of a previous termite infestation to sills, joists and subfloor in main crawl at left center, left front, rear right and right center.

Infestation 3: Drill holes in foundation walls indicate a previous termite treatment.

Infestation 4B: Found visible inactive fungi to bottom of door frames in basement due to water seeping through foundation walls.

Damage C: Visible termite and fungi damage noted above in our opinion should be evaluated by a licensed contractor and repairs be made as needed.

Note: The wood moisture content readings obtained in the substructure were 9%.

Note: Aiken Pest Control, Inc. is a professional extermination company only and not structural engineers. If the buyer has doubts as to soundness of the structure he/she should engage a licensed structural weakness engineer from the building trade to make any evaluations and recommendations needed to give an accurate opinion as to stability of any structure.

Note: This property was not inspected for the presence of absence of health related molds or fungi. The inspection was conducted solely for visible evidence of wood destroying organisms and their damage and was limited to the visible and accessible areas of the structure(s) only. Inspection for wood destroying fungi was limited to the level below the first main floor. We are not qualified to and do not render an opinion concerning mold related air quality or any health issues relating to this structure. Questions concerning the presence or absence of health related mold and fungi or other health related issues which may be associated with this property, should be addressed by a properly trained industrial Hygienist, Physician or the Public Health Official.

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in this property. I do further state that neither I nor the company for which I am acting is associated in any way with any party to this transaction.

LICENSE NUMBER OF PERSON SIGNING THIS REPORT

C0009801

(MUST BE CERTIFIED IN CATEGORY 7A)

Business License Number #B0001084 SC

Firm: AIKEN PEST CONTROL, INC.

BY: CRAIG S. HEATH

ADDRESS: P.O. DRAWER U

OF FIRM: AIKEN, SC 29802-0696

ACKNOWLEDGEMENT:

PURCHASER ACKNOWLEDGES THAT A COPY OF THIS REPORT HAS BEEN REVIEWED AND RECEIVED.

DATE ACKNOWLEDGED

PURCHASER'S SIGNATURE

SOUTH CAROLINA DIVISION OF REGULATORY & PUBLIC SERVICE PROGRAMS

OFFICIAL WAIVER OF STANDARDS FOR THE CONTROL OF SUBTERRANEAN TERMITES IN STRUCTURES

Phone 649 - 9803

AIKEN PEST CONTROL

P. O. Box 2042
Aiken, South Carolina 29801

Aiken Pest Control, Inc.
COMPANY NAME

Cliff Howard
NAME OF PEST CONTROL OPERATOR

P.O. Box 2642
STREET OR P. O. BOX

CONTRACT DATE

Aiken, SC 29802
CITY AND STATE ZIP

Location of Property Whiskey Rd. Aiken, SC.

Type of Construction: Basement ☐ Crawl Space ☐ Slab ☐ Combination ☒

Type of Treatment: Existing Structure ☒ Pretreatment ☐

Standards for the treatment of existing structures for prevention or control of subterranean termites. Extracted from Rules and Regulations of the South Carolina Pesticide Control Act (Sec. 46-13-30 of 1976 code, as amended, 27-1085).

This form is to be used when a standard(s) for prevention or control of subterranean termites is not performed. A check in one of the boxes below indicates which standard treatment procedure will not be performed.

☒ 1. Cellulose debris removed from crawl space. G(2)(a)

☐ 2. Form Boards within 8 inches of crawl space soil removed. G(2)(e)

☐ 3. Wood in direct contact with soil placed on concrete base, treated or removed. G(2)(b)

☐ 4. All visible and accessible termite shelter tubes scraped off. G(2)(c)

☐ 5. Foundation walls, piers, pillars, supports, and pipes rodded or trenched and treated. G(2)(d) and H(1)

☐ 6. Cavities in hollow pillars, tile, brick, block, chimneys or other construction features likely to be penetrated by termites, treated. G(2)(e)

☐ 7. Soil beneath attached slabs (porches, patios, carports, garages, walkways, etc.) which are less than 18 inches below sill treated. G(2)(f)

☒ 8. Adequate ventilation provided. G(2)(g)

☐ 9. Crawl space soil removed to provide at least 8 inches' clearance. G(2)(h)

☐ 10. Soil beneath concrete slab foundation treated. G(2)(i) and H(2)

Reason for not performing standard treatment procedures: (explain why standards checked above are being waived) 1. owner waives the removal of all cellulose debris, 8. owner waives additional ventilation

It is my understanding that this structure will be treated according to the standards of the South Carolina Division of Regulatory and Public Service Programs except for those items checked above, and I authorize the above-named company to proceed with treatment on that basis.

Property Owner or Authorized Agent — Courtney W. Conger, agent — DATE 1/6/94
SIGNATURE

3750 Marine Midland Center
STREET OR P. O. BOX

Buffalo, N.Y.
CITY & STATE

OFFICIAL SOUTH CAROLINA WOOD INFESTATION REPORT

THIS REPORT VALID FOR 45 DAYS ONLY. THIS REPORT MAY NOT BE USED IN A REAL ESTATE CLOSING AFTER 45 DAYS. THIS REPORT IS NOT TO BE CONSTRUED AS A GUARANTEE OR WARRANTY AGAINST FUTURE INFESTATION OR DAMAGE. IT IS RECOMMENDED BY THE DEPARTMENT OF PESTICIDE REGULATION, REGULATORY AND PUBLIC SERVICE PROGRAMS, AND THE SOUTH CAROLINA PEST CONTROL ASSOCIATION THAT THE PURCHASER OF THE STRUCTURE, RATHER THAN THE SELLER, OBTAIN THIS WOOD INFESTATION REPORT.

Date 01/11/2010 File No. 108284

This is to report that a qualified inspector employed by the below named firm has carefully inspected readily accessible areas, including attics and crawl spaces which permit entry, of the property located at the below address for termites, other wood-destroying insects, and fungi. The inspection for fungi and fungi damage commonly called water damaged wood, rot or decay is limited to the area below the first main floor of the structure as defined by DPRPN-198. This report specifically excludes hidden areas and areas not readily accessible, and the undersigned pest control operator disclaims that he has made any inspection of such hidden areas or of such areas not readily accessible.

The inspection described has been made **on the basis of visible evidence, and special attention was given to those accessible areas which experience has shown to be particularly susceptible to attack by wood-destroying insects. Probing and/or sounding those areas and other visible and accessible wood members showing evidence of infestation was performed. This report is submitted without warranty, guarantee, or representation as to concealed evidence of infestation or damage or as to future infestation.**

If there is evidence of active infestation or past infestation of termites and/or other wood-destroying insects or fungi, it must be assumed that there is some damage to the building caused by this infestation; however any visible damage to a wood member in accessible areas has been reported. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer or expert in the building trade to provide their opinion as to whether there is structural damage to this property.

LOCATION AND DESCRIPTION OF PROPERTY INSPECTED: 838 WHISKEY ROAD, AIKEN, SC, 29801, COTTAGE

TYPE OF TRANSACTION: FHA _____ VA _____ CONVENTIONAL _____ LOAN ASSUMPTION _____ CASH SALE _____

IF ANY OF THE FOLLOWING ITEMS ARE MARKED YES, DESCRIBE ON REVERSE:	Check Only Appropriate Items YES	NO
WERE ANY AREAS OF THE PROPERTY OBSTRUCTED OR INACCESSIBLE?	[X]	[ ]
INFESTATION:		
1. There is visible evidence of active: (A) subterranean termites	[ ]	[X]
(B) other wood-destroying insects	[ ]	[X]
2. There is visible evidence of a previous infestation of: (A) subterranean termites	[X]	[ ]
(B) other wood-destroying insects	[ ]	[X]
3. There is visible evidence of prior subterranean termite treatment	[ ]	[X]
4. There is evidence below the first main floor of the presence of: (A) active wood-destroying fungi (wood moisture content 28% or above)	[ ]	[X]
(B) wood-destroying fungi is present but not active (less than 28% wood moisture content)	[X]	[ ]
5. There is evidence of the presence of excessive moisture conditions below the first main floor (20% or above wood moisture content, standing water, etc.)	[ ]	[X]
DAMAGE: Termite, other wood-destroying insects and fungi **(Note: reporting of fungi damage to wood, commonly called water damage, decay or rot, is limited to the area below the first main floor of the structure as defined by DPRPN-198.)** At the time of our inspection, there were visibly damage wooden members (e.g. insect damage to columns, sills, joists, plates, door jambs, headers, exterior stairs, porches, or fungi damage below the first main floor) If the answer is "YES," specify causes and location(s) on back.	[X]	[ ]
	Check Appropriate Block Below	
DAMAGE OBSERVED (IF ANY)		
A. Will be or has been corrected by this company	[ ]	
B. Will be or has been corrected by another company (see attached contract)	[ ]	
C. Will not be corrected by this company; recommend that structure be thoroughly and completely evaluated by a qualified building expert licensed or registered with the S.C. Department of Labor, Licensing, and Regulations, Residential Builder's Commission and that needed repairs be made	[X]	
D. In our opinion there is insufficient visible damage to recommend repair. (Explanation on the reverse side why repair was not recommended.)	[ ]	
TREATMENT	Check Appropriate Block Below	
1. The property described was treated by us for the prevention or control of	[X]	
SUBTERRANEAN TERMITES — 08/12/1994 (date of treatment)		
A waiver has been issued and is attached to this form	[X]	
The present treatment warranty will expire on 08/12/2010		
and may be renewed initially at $ 150.00 by the owner.		
2. The property described has not been treated by us and is not now under contract with our firm	[ ]	

SEE OTHER SIDE OF THIS REPORT FOR ADDITIONAL CONDITIONS GOVERNING THIS REPORT.

CL-100 Approved by the South Carolina Pest Control Association, Inc., and the Division of Regulatory and Public Service Programs of Clemson University. Revised 3/99 Supercedes earlier versions.

(OVER)

CONDITIONS GOVERNING THIS REPORT

Please read carefully.

This report is based on the observations of our inspector. It must be noted that all buildings have some wood members which are not visible or accessible for inspection. It is not always possible to determine the presence of infestation without extensive probing and in some cases actual dismantling of parts of the structure being inspected.

All inspections and reports will be made on the basis of what is visible, and we will not render opinions covering areas that are enclosed or not readily accessible, areas of finished rooms, areas concealed by wall coverings, floor coverings, insulation, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate tearing out or marring finished work. We do not move furniture, appliances, equipment, etc. Plumbing leaks may not be apparent at the time of inspection. If evidence of such leaks is disclosed, liability for the correction of such leaks is specifically denied. No opinion can be rendered as to infestation or damage on that portion of sheathing, siding or other susceptible material which continues below soil grade.

The areas of the substructure and attic that are accessible and open for inspection have been inspected. The substructure is defined as that portion of the building below the first main floor living space.

Detached garages, sheds, lean-tos, fences, or other buildings on the property are not included in this inspection report unless specifically noted.

The company, upon specific request and agreement as to additional charge, will open any inaccessible, concealed, or enclosed area and inspect same and make a report thereon.

REMARKS

THIS SPACE IS TO BE USED TO DETAIL ANY "YES" ANSWERS FROM THE FRONT OF THIS FORM. INCLUDE ITEM NUMBER WITH EACH EXPLANATION. CLARIFICATION AND EXPLANATION OF OTHER ITEMS MAY ALSO BE INCLUDED.

Unable to inspect all of attic due to inaccessible areas.

Unable to inspect crawl area due to no access.

Unable to inspect slab office and slab room due to furniture and stored items.

Unable to inspect several stalls due to stored items.

Infestation 2A: Found visible evidence of a previous termite infestation to several areas of stables.

Infestation 3: Drill holes around stables indicate a previous termite treatment.

Infestation 4B: Found visible inactive fungi rot to several areas of stables due to rain splashback.

Damage C: Recommend a licensed contractor evaluate entire structure and make repairs as needed.

Note: Aiken Pest Control, Inc. is a professional extermination company only and not structural engineers. If the buyer has doubts as to soundness of the structure he/she should engage a licensed structural weakness engineer from the building trade to make any evaluations and recommendations needed to give an accurate opinion as to stability of any structure.

Note: This property was not inspected for the presence of absence of health related molds or fungi. The inspection was conducted solely for visible evidence of wood destroying organisms and their damage and was limited to the visible and accessible areas of the structure(s) only. Inspection for wood destroying fungi was limited to the level below the first main floor. We are not qualified to and do not render an opinion concerning mold related air quality or any health issues relating to this structure. Questions concerning the presence or absence of health related mold and fungi or other health related issues which may be associated with this property, should be addressed by a properly trained Industrial Hygienist, Physician or the Public Health Official.

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in this property. I do further state that neither I nor the company for which I am acting is associated in any way with any party to this transaction.

LICENSE NUMBER OF PERSON SIGNING THIS REPORT

C0009801

(MUST BE CERTIFIED IN CATEGORY 7A)

Business License Number #80001084 SC

ACKNOWLEDGEMENT:

Firm: AIKEN PEST CONTROL, INC.

BY: CRAIG S. HEATH

ADDRESS: P.O. DRAWER U

OF FIRM: AIKEN, SC, 29802-0686

PURCHASER ACKNOWLEDGES THAT A COPY OF THIS REPORT HAS BEEN REVIEWED AND RECEIVED.

DATE ACKNOWLEDGED

PURCHASER'S SIGNATURE

SOUTH CAROLINA DIVISION OF REGULATORY & PUBLIC SERVICE PROGRAMS

OFFICIAL WAIVER OF STANDARDS FOR THE CONTROL OF SUBTERRANEAN TERMITES IN STRUCTURES

Phone 649 - 9803

AIKEN PEST CONTROL

P. O. Box 2042
Aiken, South Carolina 29801

Aiken Pest Control, Inc. — COMPANY NAME
Cliff Maxwell — NAME OF PEST CONTROL OPERATOR
P. O. Box 2042 — STREET OR P O BOX
CONTRACT DATE
Aiken, S.C. 29802 — CITY AND STATE ZIP

Location of Property Whiskey Rd. Aiken, S.C.

Type of Construction: Basement ☐ Crawl Space ☐ Slab ☐ Combination ☒

Type of Treatment: Existing Structure ☒ Pretreatment ☐

Standards for the treatment of existing structures for prevention or control of subterranean termites. Extracted from Rules and Regulations of the South Carolina Pesticide Control Act (Sec. 46-13-30 of 1976 code, as amended, 27-1086).

This form is to be used when a standard(s) for prevention or control of subterranean termites is not performed. A check in one of the boxes below indicates which standard treatment procedure will not be performed.

- ☒ 1. Cellulose debris removed from crawl space. G(2)(a)
- ☐ 2. Form Boards within 8 inches of crawl space soil removed. G(2)(a)
- ☐ 3. Wood in direct contact with soil placed on concrete base, treated or removed. G(2)(b)
- ☐ 4. All visible and accessible termite shelter tubes scraped off. G(2)(c)
- ☐ 5. Foundation walls, piers, pillars, supports, and pipes rodded or trenched and treated. G(2)(d) and H(1)
- ☐ 6. Cavities in hollow pillars, tile, brick, block, chimneys or other construction features likely to be penetrated by termites, treated. G(2)(e)
- ☐ 7. Soil beneath attached slabs (porches, patios, carports, garages, walkways, etc.) which are less than 18 inches below sill treated. G(2)(f)
- ☐ 8. Adequate ventilation provided. G(2)(g)
- ☐ 9. Crawl space soil removed to provide at least 8 inches' clearance. G(2)(h)
- ☐ 10. Soil beneath concrete slab foundation treated. G(2)(i) and H(2)

Reason for not performing standard treatment procedures: (explain why standards checked above are being waived) Owner waives the removal of all cellulose debris.

It is my understanding that this structure will be treated according to the standards of the South Carolina Division of Regulatory and Public Service Programs except for those items checked above, and I authorize the above-named company to proceed with treatment on that basis.

Property Owner or Authorized Agent — SIGNATURE: Courtney W. Conger, Agent — DATE: 1/6/94

STREET OR P. O. BOX: 3750 Marine Midland Center

CITY & STATE: Buffalo, N.Y.

OFFICIAL SOUTH CAROLINA WOOD INFESTATION REPORT

THIS REPORT VALID FOR 45 DAYS ONLY. THIS REPORT MAY **NOT** BE USED IN A REAL ESTATE CLOSING AFTER 45 DAYS. THIS REPORT IS **NOT** TO BE CONSTRUED AS A GUARANTEE OR WARRANTY AGAINST FUTURE INFESTATION OR DAMAGE. IT IS RECOMMENDED BY THE DEPARTMENT OF PESTICIDE REGULATION, REGULATORY AND PUBLIC SERVICE PROGRAMS, AND THE SOUTH CAROLINA PEST CONTROL ASSOCIATION THAT THE **PURCHASER** OF THE STRUCTURE, RATHER THAN THE SELLER, OBTAIN THIS WOOD INFESTATION REPORT.

Date 01/11/2010 File No. 108284

This is to report that a qualified inspector employed by the below named firm has carefully inspected readily accessible areas, including attics and crawl spaces which permit entry, of the property located at the below address for termites, other wood-destroying insects, and fungi. The inspection for fungi and fungi damage commonly called water damaged wood, rot or decay is limited to the area below the first main floor of the structure as defined by DPRPN-198. This report specifically excludes hidden areas and areas not readily accessible, and the undersigned pest control operator disclaims that he has made any inspection of such hidden areas or of such areas not readily accessible.

The inspection described has been made **on the basis of visible evidence, and special attention was given to those accessible areas which experience has shown to be particularly susceptible to attack by wood-destroying insects. Probing and/or sounding those areas and other visible and accessible wood members showing evidence of infestation was performed. This report is submitted without warranty, guarantee, or representation as to concealed evidence of infestation or damage or as to future infestation.**

If there is evidence of active infestation or past infestation of termites and/or other wood-destroying insects or fungi, it must be assumed that there is some damage to the building caused by this infestation; however any visible damage to a wood member in accessible areas has been reported. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer or expert in the building trade to provide their opinion as to whether there is structural damage to this property.

LOCATION AND DESCRIPTION OF PROPERTY INSPECTED: 536 WHISKEY ROAD, AIKEN, SC, 29801, COTTAGE

TYPE OF TRANSACTION: FHA _____ VA _____ CONVENTIONAL _____ LOAN ASSUMPTION _____ CASH SALE _____

IF ANY OF THE FOLLOWING ITEMS ARE MARKED YES, DESCRIBE ON REVERSE:	Check Only Appropriate Items YES	NO
WERE ANY AREAS OF THE PROPERTY OBSTRUCTED OR INACCESSIBLE?	[X]	[ ]
INFESTATION:		
1. There is visible evidence of active: (A) subterranean termites	[ ]	[X]
(B) other wood-destroying insects	[ ]	[X]
2. There is visible evidence of a previous infestation of: (A) subterranean termites	[X]	[ ]
(B) other wood-destroying insects	[ ]	[X]
3. There is visible evidence of prior subterranean termite treatment	[ ]	[X]
4. There is evidence below the first main floor of the presence of: (A) active wood-destroying fungi (wood moisture content 28% or above).	[ ]	[X]
(B) wood-destroying fungi is present but not active (less than 28% wood moisture content)	[X]	[ ]
5. There is evidence of the presence of excessive moisture conditions below the first main floor (20% or above wood moisture content, standing water, etc.).	[ ]	[X]

DAMAGE: Termite, other wood-destroying insects and fungi **(Note: reporting of fungi damage to wood, commonly called water damage, decay or rot, is limited to the area below the first main floor of the structure as defined by DPRPN-198.)**

At the time of our inspection, there were visibly damage wooden members (e.g. insect damage to columns, sills, joists, plates, door jambs, headers, exterior stairs, porches, or fungi damage below the first main floor)	[X]	[ ]
If the answer is "YES," specify causes and location(s) on back.	Check Appropriate Block Below	

DAMAGE OBSERVED (IF ANY)

A. Will be or has been corrected by this company	[ ]
B. Will be or has been corrected by another company (see attached contract.)	[ ]
C. Will not be corrected by this company; recommend that structure be thoroughly and completely evaluated by a qualified building expert licensed or registered with the S.C. Department of Labor, Licensing, and Regulations, Residential Builder's Commission and that needed repairs be made.	[x]
D. In our opinion there is insufficient visible damage to recommend repair. (Explanation on the reverse side why repair was not recommended.)	[ ]

TREATMENT

	Check Appropriate Block Below
1. The property described was treated by us for the prevention or control of	[x]
SUBTERRANEAN TERMITES — 08/12/1994 (date of treatment)	
A waiver has been issued and is attached to this form	[x]
The present treatment warranty will expire on 08/12/2010	
and may be renewed initially at $ 150.00 by the owner.	
2. The property described has not been treated by us and is not now under contract with our firm	[ ]

SEE OTHER SIDE OF THIS REPORT FOR ADDITIONAL CONDITIONS GOVERNING THIS REPORT.

CL-100 Approved by the South Carolina Pest Control Association, Inc., and the Division of Regulatory and Public Service Programs of Clemson University. Revised 3/99 Supercedes earlier versions.

(OVER)

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Unable to inspect all of attic due to inaccessible areas.

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Unable to inspect several stalls due to stored items.

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Infestation 3: Drill holes around stables indicate a previous termite treatment.

Infestation 4B: Found visible inactive fungi rot to several areas of stables due to rain splashback.

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Note: This property was not inspected for the presence of absence of health related molds or fungi. The inspection was conducted solely for visible evidence of wood destroying organisms and their damage and was limited to the visible and accessible areas of the structure(s) only. Inspection for wood destroying fungi was limited to the level below the first main floor. We are not qualified to and do not render an opinion concerning mold related air quality or any health issues relating to this structure. Questions concerning the presence or absence of health related mold and fungi or other health related issues which may be associated with this property, should be addressed by a properly trained Industrial Hygienist, Physician or the Public Health Official.

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in this property. I do further state that neither I nor the company for which I am acting is associated in any way with any party to this transaction.

LICENSE NUMBER OF PERSON SIGNING THIS REPORT

C0009801

(MUST BE CERTIFIED IN CATEGORY 7A)

Business License Number #B0001084 SC

Firm: AIKEN PEST CONTROL, INC.

BY: CRAIG S. HEATH

ADDRESS: P.O. DRAWER U

OF FIRM: AIKEN, SC 29802-0698

ACKNOWLEDGEMENT:

PURCHASER ACKNOWLEDGES THAT A COPY OF THIS REPORT HAS BEEN REVIEWED AND RECEIVED.

DATE ACKNOWLEDGED

PURCHASER'S SIGNATURE

SCE&G
A SCANA COMPANY

836 Whiskey Rd
Account Number: 7-2100-7371-5277

Want More Details?
Check out Energy Analyzer or use our Save feature to download your history into your favorite spreadsheet program. You can even estimate your next bill with our Bill Estimator.

Update Your Phone Number



MAIN Home

Billing & Payments

Print Save

- View Billing History

View up to 24 months of billing history below. For bill images, load Adobe Reader and click on the **Bill Date.**

Bill Date	Electric Charges	Gas Charges	Other Utility Charges	Taxes	Total Utility Charges	Other Charges	Balance Forward	Total Due (at Billing)	Payments
08/13/2009	$647.29	$101.27	$0.00	$22.46	$771.02	$0.00	$0.00	$771.02	$827.10
07/15/2009	$694.80	$108.21	$0.00	$24.09	$827.10	$0.00	$0.00	$827.10	$630.08
06/12/2009	$486.39	$125.34	$0.00	$18.35	$630.08	$0.00	$0.00	$630.08	$401.53
05/12/2009	$262.01	$127.83	$0.00	$11.69	$401.53	$0.00	$0.00	$401.53	$463.93
04/14/2009	$206.78	$243.64	$0.00	$13.51	$463.93	$0.00	$0.00	$463.93	$745.29
03/13/2009	$228.28	$495.30	$0.00	$21.71	$745.29	$0.00	$0.00	$745.29	$1,090.95
02/11/2009	$269.54	$789.63	$0.00	$31.78	$1,090.95	$0.00	$0.00	$1,090.95	$778.36
01/13/2009	$245.24	$510.45	$0.00	$22.67	$778.36	$0.00	$0.00	$778.36	$955.33
12/10/2008	$288.44	$639.07	$0.00	$27.82	$955.33	$0.00	$0.00	$955.33	$476.92
11/10/2008	$227.16	$235.87	$0.00	$13.89	$476.92	$0.00	$0.00	$476.92	$443.52
10/13/2008	$316.02	$114.58	$0.00	$12.92	$443.52	$0.00	$0.00	$443.52	$690.64
09/12/2008	$552.93	$117.59	$0.00	$20.12	$690.64	$0.00	$0.00	$690.64	$614.79
08/13/2008	$506.66	$90.22	$0.00	$17.91	$614.79	$0.00	$0.00	$614.79	$839.48
07/15/2008	$633.65	$181.38	$0.00	$24.45	$839.48	$0.00	$0.00	$839.48	$700.34
06/12/2008	$486.32	$193.62	$0.00	$20.40	$700.34	$0.00	$0.00	$700.34	$431.53
05/13/2008	$209.23	$209.73	$0.00	$12.57	$431.53	$0.00	$0.00	$431.53	$559.16
04/14/2008	$190.27	$352.60	$0.00	$16.29	$559.16	$0.00	$0.00	$559.16	$953.51
03/12/2008	$218.04	$707.70	$0.00	$27.77	$953.51	$0.00	$0.00	$953.51	$1,160.25
02/12/2008	$204.06	$922.40	$0.00	$33.79	$1,160.25	$0.00	$0.00	$1,160.25	$1,140.20
01/11/2008	$246.43	$860.56	$0.00	$33.21	$1,140.20	$0.00	$0.00	$1,140.20	$825.42
12/12/2007	$196.76	$604.62	$0.00	$24.04	$825.42	$0.00	$0.00	$825.42	$423.13
11/09/2007	$181.12	$229.69	$0.00	$12.32	$423.13	$0.00	$0.00	$423.13	$475.05
10/12/2007	$310.16	$151.06	$0.00	$13.83	$475.05	$0.00	$0.00	$475.05	$829.55
09/12/2007	$660.31	$145.08	$0.00	$24.16	$829.55	$0.00	$0.00	$829.55	$773.60

SCE&G
A SCANA COMPANY

Home FAQs Contact Us Site Map

836 Whiskey Rd
Account Number: 7-2100-7371-5239

Want More Details?
Check out Energy Analyzer or use our Save feature to download your history into your favorite spreadsheet program. You can even estimate your next bill with our Bill Estimator.

Update Your Phone Number



account management
billing & payments
pay your bill
manage options
credit/debit payments
update bank information
enroll in epay/edraft
view billing history
view payment history
energy analyzer
energy efficiency tools
request service
report a power outage

BARN / GUEST
PRINT ISSUE

Billing & Payments

- View Billing History

View up to 24 months of billing history below. For bill images, load Adobe Reader and click on the **Bill Date.**

Get ADOBE READER

Bill Date	Electric Charges	Gas Charges	Other Utility Charges	Taxes	Total Utility Charges	Other Charges	Balance Forward	Total Due (at Billing)	Payments
08/13/2009	$172.00	$20.68	$0.00	$5.78	$198.46	$0.00	$0.00	$198.46	$227.14
07/15/2009	$196.11	$24.42	$0.00	$6.61	$227.14	$0.00	$0.00	$227.14	$162.83
06/12/2009	$120.44	$37.65	$0.00	$4.74	$162.83	$0.00	$0.00	$162.83	$76.80
05/12/2009	$48.46	$26.11	$0.00	$2.23	$76.80	$0.00	$0.00	$76.80	$100.57
04/14/2009	$33.79	$63.85	$0.00	$2.93	$100.57	$0.00	$0.00	$100.57	$96.36
03/13/2009	$28.90	$64.65	$0.00	$2.81	$96.36	$0.00	$0.00	$96.36	$170.99
02/11/2009	$28.58	$137.43	$0.00	$4.98	$170.99	$0.00	$0.00	$170.99	$140.81
01/13/2009	$40.67	$96.04	$0.00	$4.10	$140.81	$0.00	$0.00	$140.81	$192.05
12/10/2008	$40.99	$145.47	$0.00	$5.59	$192.05	$0.00	$0.00	$192.05	$64.99
11/10/2008	$41.41	$21.69	$0.00	$1.89	$64.99	$0.00	$0.00	$64.99	$96.22
10/13/2008	$73.40	$20.02	$0.00	$2.80	$96.22	$0.00	$0.00	$96.22	$188.21
09/12/2008	$165.07	$17.66	$0.00	$5.48	$188.21	$0.00	$0.00	$188.21	$120.24
08/13/2008	$100.76	$15.98	$0.00	$3.50	$120.24	$0.00	$0.00	$120.24	$193.23
07/15/2008	$166.27	$21.33	$0.00	$5.63	$193.23	$0.00	$0.00	$193.23	$156.18
06/12/2008	$114.54	$37.09	$0.00	$4.55	$156.18	$0.00	$0.00	$156.18	$178.58
05/13/2008	$79.57	$93.81	$0.00	$5.20	$178.58	$0.00	$0.00	$178.58	$258.10
04/14/2008	$67.93	$182.65	$0.00	$7.52	$258.10	$0.00	$0.00	$258.10	$352.96
03/12/2008	$68.72	$273.96	$0.00	$10.28	$352.96	$0.00	$0.00	$352.96	$408.82
02/12/2008	$78.46	$318.46	$0.00	$11.90	$408.82	$0.00	$0.00	$408.82	$423.17
01/11/2008	$103.37	$307.48	$0.00	$12.32	$423.17	$0.00	$0.00	$423.17	$352.16
12/11/2007	$91.32	$250.58	$0.00	$10.26	$352.16	$0.00	$0.00	$352.16	$193.24
11/09/2007	$82.10	$105.51	$0.00	$5.63	$193.24	$0.00	$0.00	$193.24	$190.33
10/12/2007	$129.47	$55.32	$0.00	$5.54	$190.33	$0.00	$0.00	$190.33	$255.84
09/12/2007	$197.54	$50.84	$0.00	$7.46	$255.84	$0.00	$0.00	$255.84	$273.30

SCE&G
A SCANA COMPANY

836 Whiskey Rd
Account Number: 7-2100-7371-5065

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Get Adobe Reader

Bill Date	Electric Charges	Gas Charges	Other Utility Charges	Taxes	Total Utility Charges	Other Charges	Balance Forward	Total Due (at Billing)	Payments
08/13/2009	$115.25	$0.00	$0.00	$11.77	$127.02	$0.00	$0.00	$127.02	$142.01
07/15/2009	$128.85	$0.00	$0.00	$13.16	$142.01	$0.00	$0.00	$142.01	$119.93
06/12/2009	$108.82	$0.00	$0.00	$11.11	$119.93	$0.00	$0.00	$119.93	$78.54
05/12/2009	$71.26	$0.00	$0.00	$7.28	$78.54	$0.00	$0.00	$78.54	$21.69
04/14/2009	$19.68	$0.00	$0.00	$2.01	$21.69	$0.00	$0.00	$21.69	$20.97
03/13/2009	$19.03	$0.00	$0.00	$1.94	$20.97	$0.00	$0.00	$20.97	$22.83
02/11/2009	$20.72	$0.00	$0.00	$2.11	$22.83	$0.00	$0.00	$22.83	$19.36
01/13/2009	$17.56	$0.00	$0.00	$1.80	$19.36	$0.00	$0.00	$19.36	$30.06
12/10/2008	$27.27	$0.00	$0.00	$2.79	$30.06	$0.00	$0.00	$30.06	$29.01
11/10/2008	$26.32	$0.00	$0.00	$2.69	$29.01	$0.00	$0.00	$29.01	$68.28
10/13/2008	$61.95	$0.00	$0.00	$6.33	$68.28	$0.00	$0.00	$68.28	$58.12
09/12/2008	$52.74	$0.00	$0.00	$5.38	$58.12	$0.00	$0.00	$58.12	$90.00
08/13/2008	$81.66	$0.00	$0.00	$8.34	$90.00	$0.00	$0.00	$90.00	$111.50
07/15/2008	$101.17	$0.00	$0.00	$10.33	$111.50	$0.00	$0.00	$111.50	$98.08
06/12/2008	$88.99	$0.00	$0.00	$9.09	$98.08	$0.00	$0.00	$98.08	$56.16
05/13/2008	$50.96	$0.00	$0.00	$5.20	$56.16	$0.00	$0.00	$56.16	$30.72
04/14/2008	$27.87	$0.00	$0.00	$2.85	$30.72	$0.00	$0.00	$30.72	$24.24
03/12/2008	$21.99	$0.00	$0.00	$2.25	$24.24	$0.00	$0.00	$24.24	$19.48
02/12/2008	$17.68	$0.00	$0.00	$1.80	$19.48	$0.00	$0.00	$19.48	$22.82
01/11/2008	$20.71	$0.00	$0.00	$2.11	$22.82	$0.00	$0.00	$22.82	$82.03
12/11/2007	$74.43	$0.00	$0.00	$7.60	$82.03	$0.00	$0.00	$82.03	$78.70
11/09/2007	$71.41	$0.00	$0.00	$7.29	$78.70	$0.00	$0.00	$78.70	$73.26
10/12/2007	$66.48	$0.00	$0.00	$6.78	$73.26	$0.00	$0.00	$73.26	$130.85
09/12/2007	$118.73	$0.00	$0.00	$12.12	$130.85	$0.00	$0.00	$130.85	$97.88
Total:	$1,411.53	$0.00	$0.00	$144.13	$1,555.66	$0.00	$0.00	$1,555.66	$1,526.52

Contract

STATE OF South Carolina COUNTY OF Aiken

AUCTION REAL ESTATE SALES CONTRACT
836 Whiskey Road, Aiken, South Carolina 29801

THIS CONTRACT made this 9th day of February, 2010, by and between _____, (hereinafter referred to as the "SELLER") whose address is _____
and _____, ("Purchaser")
whose address is _____,
whose phone # is: home_____, business_____,
cell_____.

1. AGREEMENT TO PURCHASE. In consideration of the sum of $10.00, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, seller agrees to sell to purchaser by General Warranty Deed (with all mortgages and liens paid off as of closing), and purchaser agrees to purchase from seller, pursuant to the terms and conditions herein set forth, real estate as described in Exhibit "A":

2. Highest Accepted Bid of ("HIGH BID PRICE") ..... $_____

Plus Seven and a Half Percent (7 ½ %) Buyer's Premium of..... $_____

TOTAL CONTRACT PRICE $_____

(a) Less written Bid Incentive Discount $_____

(3% discount on the Written Opening bid amount of $_____)

FINAL CONTRACT PRICE $_____

(b) 10% Earnest Money Deposit, based on Final Contract Price, in amount of to be held in a non-interest bearing escrow account by Escrow Agent. $_____

(c) Balance due at closing not including Buyer's closing costs or financing costs, prepaids or prorations. To be in immediately available cash, locally drawn bank certified or cashier's check or confirmed wire transfer. $_____

☐ CASH

3. CLOSING. Closing shall only take place in the office of SMITH, MASSEY, BRODIE, GUYNN & MAYES: Attorneys at Law, ("Closing & Escrow Agent"), whose address is 210 COLONY PARKWAY, AIKEN, SOUTH CAROLINA 29803, Telephone: 803-643-4110, Fax No. 803-643-8140, on or before "MARCH 11, 2010" (the "Closing Date"). THIS CONTRACT IS NOT CONTINGENT ON PURCHASER BEING APPROVED FOR A LOAN. At closing, seller shall deliver to purchaser a General Warranty Deed that shall convey fee simple title to the real property. Possession of the property will be granted at closing. Time is of the essence in this contract.

4. TAXES. 2010 Ad Valorem property taxes and general assessments, if any, shall be adjusted and, as appropriate, apportioned through the date of closing.

5. CLOSING COSTS.
a) Seller's Costs. At closing, seller shall pay the legal fees and expenses of seller's counsel to prepare documents to transfer the property to purchaser and to release any liens or mortgages on the property to allow conveyance of the property to the purchaser in accordance with the General Warranty Deed.

Buyer's initials_____Seller's initials_____
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b) **Purchaser's Costs.** Purchaser shall pay the cost of recording the General Warranty Deed, the Deed Stamps of $3.70 per thousand of the Final Contract Price, Preliminary and Final Title Insurance, preliminary title search, updated and final title search, transfer fees, purchaser's attorney fees, the buyer's premium fee, and all fees and costs associated with purchaser's financing, if any, prepaid pro rations, credit report, appraisal fees, recording fees, escrow costs, discount points and origination fees, if applicable. Should the purchaser desire an Owner's Policy of Title Insurance and a survey it shall be at purchaser's option and expense and said Title Insurance must be obtained from Closing Agent, Smith, Massey, Brodie, Guynn & Mayes. Purchaser agrees, by execution of this contract, to obtain title insurance and close in the offices of Smith, Massey, Brodie, Guynn & Mayes. If Purchaser shall choose to close with another attorney or title agency all costs associated in this Paragraph 5 section b shall still apply to the expense of the purchaser's closing costs.

6. **TERMS.**
This is a Cash sale with **TEN PERCENT (10%) non-refundable** earnest money deposit on auction day with the balance due at closing "on or before **March 11, 2010". Time is of the essence.**

7. **EARNEST MONEY/CLOSING AGENT.** Purchaser and seller hereby acknowledge and agree that Escrow Agent shall hold and deliver the earnest money in accordance with the terms and conditions of this contract, and that Escrow Agent and Closing Agent shall be relieved of all liability and held harmless by both seller and purchaser in the event Escrow Agent or Closing Agent makes any disbursement of the earnest money in accordance with the terms and provisions of this contract. Escrow Agent and Closing Agent shall be relieved from any responsibility or liability and held harmless by both seller and purchaser in connection with the discharge of any of Escrow Agent and/or Closing Agent's duties hereunder provided that Escrow Agent and/or Closing Agent exercises ordinary and reasonable care in the discharge of said duties.

8. **DISCLAIMER OF WARRANTIES; "AS-IS" CONVEYANCE.**

(a) As a material part of the consideration for this Agreement, Seller and Buyer agree that the Property is being sold in "AS IS, WHERE IS" condition with all burdens, circumstances, defects, faults, dangers, hazards, issues, material facts, problems, and other relevant matters, whether latent or patent, whether past, present, or future, and whether or not referenced herein, or in the Terms of Auction , and Buyer knowingly, voluntarily, unconditionally, and irrevocably waives, releases, and discharges Seller, Grand Estates Auction Company and Escrow Agent from any claim that Buyer may otherwise have had with respect to the Property, the Auction, this Sale Contract, and the transaction contemplated.

(b) To the fullest extent allowed by law, Seller and Grand Estates Auction Company unconditionally disclaim any guarantee, representation, and warranty of every kind, whether expressed, implied, or statutory, whether oral or written, with respect to the Property, the surrounding area, the Auction, the Terms of Auction and all matters referenced therein (including, but not limited to, all matters referred to within this Article, plus the section on "Disclaimer and Property Inspection" included in the Terms of Auction), plus all other relevant matters, whether past, present, or future, and whether or not referenced herein, in the Terms of Auction, or elsewhere, except for limited warranties that may be given by Seller to Buyer in the deed of conveyance, or as expressly stated herein.

(c) Maps, depictions, and sketches included in the marketing material for the Auction are for illustration purposes only and Seller, Auctioneer, and Grand Estates Auction Company do not warrant or guarantee these materials or related information to be accurate or complete.

(d) Buyer acknowledges and agrees that it is Buyer's exclusive responsibility to make and independently verify such factual, legal, and other inquiries, inspections, investigations, and studies as Buyer deems appropriate, desirable, and necessary with respect to the Property, the Auction, this Sale Contract, and this sale, all of which shall be at Buyer's exclusive cost, and Seller, Auctioneer, Grand Estates Auction Company and Escrow Agent shall have no liability whatsoever on any basis or in any amount.

(e) Buyer acknowledges and agrees that, in executing this Sale Contract and purchasing the Property, Buyer is not relying upon any guarantee, representation, or warranty of any kind that Seller, Auctioneer, and Grand Estates Auction Company have disclaimed, nor is Buyer relying upon any assertion, brochure, claim, document, information, literature, map, projection, sketch, or statement of any kind with respect to the Property and any improvements thereon, including the surrounding area and all relevant circumstances, facts, issues, and matters, whether past, present , or future, whether expressed or implied, whether oral or written, whether material or immaterial, and whether given or made by, or on behalf of, Seller, Auctioneer or Grand Estates Auction Company. Instead, Buyer is relying solely upon Buyer's independent due diligence, inspection, investigation, and findings with respect to the Property, the surrounding area, the Auction, the Terms of Auction, or elsewhere.

(f) Seller, Auctioneer and Grand Estates Auction Company shall not be liable to Buyer for any relief, including, but not limited to, adjustment, allowance, damages, reformation, or rescission, based upon the failure of the Property to conform to any specific condition, expectation, standard, or any third-party documents or information.

(g) Buyer shall look only to Seller, and not Auctioneer, Grand Estates Auction Company or Escrow Agent, with respect to all matters regarding the sale of the Property and this Sale Contract.

9. **TITLE.** Purchaser(s) acknowledge(s) that they have received and reviewed the Preliminary Title Commitment provided

Buyer's initials_____ Seller's initials_____
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by seller prior to bidding. Purchaser hereby agrees to accept title to the property subject to (i) all standard exclusions and printed exceptions set forth in the owner's policy of title insurance, including all matters that would be disclosed by a current and accurate survey of the property; (ii) liens for taxes not yet due and payable; any dues, taxes and assessments will be prorated between buyer and seller at closing (iii) easements for public utilities affecting the property; (iv) all other easements, covenants, restrictions and rights-of-way affecting the property; (v) rights of parties in possession; and (vi) all title exceptions referenced in the Title Commitment and the Warranty Deed (the foregoing title matters are herein referred to as the "Permitted Title Exceptions). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by purchaser pursuant to this Paragraph 9, shall also be deemed Permitted Title Exceptions.

(a) Seller covenants that it will not voluntarily create or cause a lien or encumbrance to attach to the property between the date of this contract and closing.

10. DISCLOSURES.

(a) DISCLOSURE STATEMENT. Any disclosures made and information given by Seller, Auctioneer and/or Grand Estates Auction Company to Buyer regarding the Property and any improvements thereon, the surrounding area, and all circumstances, facts, issues, and other matters relevant to this sale are provided subject to the disclaimers stated herein. All disclosures, information, representations, and statements made or given as well as the property specific statements incorporated herein by reference, are attributable solely to Seller and not Auctioneer or Grand Estates Auction Company, and these represent Seller's belief at the time this Sale Contract was drafted, but nothing is guaranteed or warranted to be accurate, complete, or correct.

(b) LEAD WARNING STATEMENT. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. A seller of an interest in such real property is required to provide a buyer with a lead hazard information pamphlet, disclose to the buyer the presence of any known lead-based paint, or any known lead-based paint hazards, in such housing and provide the buyer with any lead hazard evaluation report available to the seller, and permit the purchaser a 10-day period, unless the parties mutually agree upon a different period of time, to conduct a risk assessment or inspection for the presence of lead-based paint hazards. Buyer agrees to execute a "Lead-Based Paint Waiver" ("Waiver") attached hereto as Exhibit "C" and to be made part of this Sale Contract, fully waiving the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the Property, and Buyer has executed this "Waiver" and it is incorporated herein by reference.

(c) MOLD DISCLOSURE AND WAIVER. Mold is a natural occurring microbe and mold should pose no health threat unless there are concentrated high levels in the living environment. If the Purchaser is concerned or desires additional information, Purchaser should consult an appropriate professional. The Seller, Broker and the Auction Company specifically make no representations, guarantees, or warranties of any kind whatsoever regarding the present condition of the property, the future condition of the property, or anything regarding mold, mildew and the remediation process. The Seller, Broker, Auction Company and the Escrow Agent fully and unconditionally disclaim any liability whatsoever for any action, arbitration, claim, cost, damage, deficiency, expense, loss, suit, or other demand of any kind related to the property, these conditions, damages, problems, the remediation process, and all related issues. Buyer agrees to execute a "Mold Disclosure and Waiver" ("Mold Waiver") attached hereto as Exhibit "F" and to be made part of this Sale Contract, and Buyer has executed this "Mold Waiver" and it is incorporated herein by reference.

(d) RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to personnel who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from the county public health unit.

(e) SEX OFFENDER INFORMATION. State law enforcement may maintain a database of known sex offenders who reside within the area. Information regarding sex offenders may be obtained by contacting local law enforcement authorities. Buyer relies exclusively upon Buyer's own due diligence and inquiry into this issue and Buyer acknowledges having done all of the research that Buyer desires to do or, in the alternative, Buyer waives the right to research this issue prior to entering into this Sale Contract. Buyer unconditionally and irrevocably acknowledges and agrees that Buyer has not relied upon Seller, Auctioneer or Grand Estates Auction Company for any information regarding this issue and Seller, Auctioneer and Grand Estates Auction Company are not required to provide any additional information regarding the proximity to the Property of registered sex offenders.

(f) PROPERTY TAX DISCLOSURE SUMMARY. PURCHASER SHOULD NOT RELY ON SELLER'S CURRENT PROPERTY TAX ON THE PROPERTY AS BEING INDICATIVE OF THE AMOUNT OF TAX THAT WILL BE OWED ON THE PROPERTY IN THE FUTURE. A CHANGE OF OWNERSHIP OR IMPROVEMENT OF THE PROPERTY MAY

Buyer's initials_____Seller's initials_____

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TRIGGER A TAX REASSESSMENT FOR THE PROPERTY AND COULD RESULT IN HIGHER TAXES BEING ASSESSED TO PURCHASER. IF YOU HAVE ANY QUESTION CONCERNING VALUATION OR TAXATION OF THE PROPERTY, YOU SHOULD IMMEDIATELY CONTACT THE COUNTY PROPERTY APPRAISERS' OFFICE FOR FURTHER INFORMATION.

(g) FLOOD ZONE. Buyer is advised to verify by Survey, with lender and the appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty. By execution of this Sale Contract the Buyer accepts the existing elevation of the buildings and zone designation of the property.

(h) COASTAL CONSTRUCTION CONTROL LINE. If any part of the Property lies seaward of the coastal construction control line, Seller shall provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the coastal construction line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the local Department of Environmental Protection, including whether there are significant erosion conditions associated with shoreline of the Property being purchased. By execution of this Contract the Buyer waives the right to receive a CCCL affidavit or survey.

(i) TAX WITHHOLDING. Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

11. **SURVEY.** A survey has been provided on the property for this sale. Seller is conveying the property in accordance with the legal description in the recorded plat. Any additional survey shall be at the purchaser's option and expense. If said additional survey shows a greater or lesser number of acres, such survey shall not affect the purchaser's obligations under this contract and no adjustments will be made to the purchase price.

12. **COMMISSIONS.**

(a) BROKERAGE. Purchaser warrants and represents that Purchaser ( ) is ( ) is not represented by a buyer's broker in this transaction. If purchaser is represented by a buyer's broker, the buyer's broker name is:_____.

The broker must have performed all requirements of the Buyer Broker Guidelines and executed a Broker Registration form provided by the auction company. Failure to properly register or comply with the provisions of the guidelines will disqualify the buyer broker from receiving any commission.

Purchaser further warrants and represents that purchaser has not contacted or communicated with any other real estate agent or broker about the possible purchase of the property other than auctioneer or the buyer's broker named above, and that to the best of purchaser's knowledge there are no brokerage fees, commissions or sums due to any other broker or real estate agent. Purchaser shall indemnify seller and auctioneer against the claims of any real estate agent or broker not properly registered with auctioneer, including any attorney's fees incurred by seller or Auction Company as a result of such claim. This provision shall survive the closing and any termination of this Contract.

(b) BROKERAGE COMMISSIONS. Upon the closing of the transaction contemplated herein, seller shall pay Grand Estates Auction Company a commission pursuant to the terms of a separate agreement. If a buyer's broker is properly registered with the auctioneer, then at closing, a real estate commission of THREE PERCENT (3%) on the WRITTEN OPENING BID PRICE (not to include the buyer's premium), plus an additional one percent (1%) on the difference between the Written Opening Bid Price and the High Bid Price, offered by the purchaser at the auction, as set forth in Paragraph 2, shall be paid to the buyer's broker, provided the buyer's broker registered on behalf of purchaser in strict compliance with the terms and conditions of the Buyer Broker Registration Form.. If for any reason whatsoever including the default of any party the closing hereunder does not occur, then no commission shall be due and payable to buyer's broker by any party.

13. **BUYER'S OPENING BID INCENTIVE PROGRAM.** A credit equal to THREE PERCENT (3%) of the Written Opening Bid amount offered by the purchaser, will be deducted from the total contract price of the property, provided purchaser is not being represented by a broker, has completed the Buyer's Opening Bid Form and submitted to Grand Estates Auction Company as required, and provided purchaser closes on the property in compliance with the terms of the Real Estate Sales Contract. If an opening bid amount is not written on the Buyer's Opening Bid Form and submitted to Grand Estates Auction Company, the day before the auction, then no credit will be given to purchaser. An approved written opening bid, subject to the stated conditions on the written opening bid form, amount [ ] was [ ] was not submitted to Grand Estates Auction Company, in the amount of $_____.

14. **BREACH OF CONTRACT BY SELLER.** In the event the purchase and sale hereunder is not closed by reason of seller's default hereunder, the parties hereto agree that the purchaser (s) shall be provided whatever remedy may be available by law. In no event shall the auctioneer or broker be liable for any damages, including special, incidental or consequential damages.

15. **BREACH OF CONTRACT BY PURCHASER.** In the event that the purchase and sale contemplated in this contract is

Buyer's initials_____ Seller's initials_____

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not consummated as a result of purchaser's default, or in the event of any other default of purchaser under this contract, then, at seller's option, seller may treat this contract as canceled, in which case purchaser's earnest money deposit shall be *forfeited, awarded to and retained by seller* and seller may recover such damages in addition thereto as may be proper, or seller may treat this contract as being in full force and effect and seller shall have the right of specific performance or damages, or both. In addition, in the event that seller is unable to collect on any check delivered by purchaser to seller, escrow agent or closing agent, then, at seller's option, without notice, this contract may be terminated immediately by seller and any earnest money held by seller, escrow agent or closing agent shall be paid to seller, and seller shall be entitled to all rights and remedies available at law and in equity.

16. **CASUALTY.** Except as herein provided, all risk of loss with respect to damage to the property shall be borne by seller until the date of closing; thereafter, all risk of loss shall be borne by purchaser. In the event that the property is, in the opinion of seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to closing, seller shall have the option to restore the property to its pre-casualty condition or to cancel this contract and purchaser's earnest money shall be returned as a complete and final settlement to purchaser of all of sellers obligations hereunder. Should seller desire to restore the property to its pre-casualty condition, seller shall so notify purchaser and thereafter have 120 days to complete such restoration, with the closing date to be postponed accordingly.

17. **NO RECORDING.** Purchaser shall not cause this contract or any memorandum, affidavit or other instrument which makes reference to this contract (other than a lis pendens) to be recorded in the real property records of Aiken County, South Carolina. If purchaser causes this contract or any memorandum, affidavit or other instrument which makes reference to this contract (other than a lis pendens) to be so recorded, purchaser shall immediately, upon demand, execute and deliver such documents as seller may request to remove any cloud on title to the subject real estate resulting from such recording, and if purchaser fails to do so, purchaser shall be in default under this contract and the provisions of Section 14 shall apply. Without limiting the survival of any other provisions of this contract, the provisions of this Section shall survive any termination of this contract.

18. **COSTS AND EXPENSES.** In the event of any arbitration or litigation relating to this contract, the arbitrator(s) or court shall award to the prevailing party all reasonable costs and expenses, including reasonable attorneys' and paralegals' fees and costs.

19. **INTENTIONALLY DELETED**

20. **US DOLLARS.** All amounts payable under this contract shall be in US dollars.

21. **NOTICES.** All notices under this contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a courier service, to the applicable addresses set forth in this contract. A copy of all notices given hereunder shall be delivered to auctioneer and closing agent.

22. **ENTIRE AGREEMENT; AMENDMENT.** This written contract and the Exhibits, Schedules and Addenda attached hereto and made a part of this contract signed by purchaser constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the property. This contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the purchaser, seller and Grand Estates Auction Company.

23. **HEADINGS.** The paragraphs or section headings herein are for convenience of reference only and shall not be deemed to vary the content or this contract or the covenants, agreements, representations and warranties herein set forth or limit the provisions or scope thereof.

24. **SEVERABILITY.** The invalidity of any provision of this contract shall not affect the validity or enforceability of any other provision set forth herein.

25. **ASSIGNMENT.** Purchaser may not assign this contract or purchaser's rights hereunder without the prior written consent of seller, which consent may be given or withheld in seller's sole and arbitrary discretion. Purchaser agrees not to resell the property to any other registered bidders for a period of one year without prior written consent of seller and Auction Company.

26. **BINDING EFFECT.** This contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and assigns.

27. **COUNTERPARTS.** The contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

28. **ACKNOWLEDGEMENT.** The undersigned ("Purchaser"), certifies that he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this contract on behalf of himself or herself. If purchaser is a for-profit entity, non-profit organization, public agency, trust or other entity, then the person(s) executing this contract on behalf of such entity and purchaser certify to seller that such person(s) has(have) the authority to execute this contract on behalf of such entity, and that such entity shall be bound by the matters contained herein.

Buyer's initials_____Seller's initials_____

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29. **EXHIBITS.** The following Exhibits are attached hereto and fully incorporated herein by reference for all purposes

Schedule "I" – Agency Disclosure
Exhibit "A" – Preliminary Title Commitment/ Legal Property Description
Exhibit "B" - Seller's Disclosure
Exhibit "C" – Warranty Deed
Exhibit "D" – Preliminary Terms and Conditions
Exhibit "E" – Bidders Statement
Exhibit "F" – Mold Disclosure

IN WITNESS WHEREOF, the parties hereto have duly executed this contract, as of the day and year first above written,

SELLERS:

_____ _____ _____
Signature Date Social Security #

_____ _____ _____
Signature Date Social Security #

PURCHASERS:

_____ _____
Signature Date

_____ _____
Print Name Social Security Number

PURCHASERS:

_____ _____
Signature Date

_____ _____
Print Name Social Security Number

REAL ESTATE BROKER:

_____ _____
Signature Date

_____ _____
Print Name: State and License #

Buyer's initials_____Seller's initials_____
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SCHEDULE "I"

AGENCY DISCLOSURE

Grand Estates Auction Company, and all other licensees represent the seller only in the sale of this property, and is to be paid a fee by the seller pursuant to a separate written agreement between the seller and the Auction Company. The Auction Company is not acting as an agent for the buyer in this transaction. Any third party broker is not a subagent of the Auction Company.

Buyer's Initials_____Seller's initials_____

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EXHIBIT "A"
PRELIMINARY TITLE COMMITMENT/LEGAL PROPERTY DESCRIPTION

Commitment Number: GRAND ESTATES
File No.: GRAND ESTATES

COMMITMENT SCHEDULE A

1. Commitment Date: December 11, 2009 at 09:00 AM
2. Policy (or Policies) to be issued:
   (a) Owner's Policy (ALTA Owner's Policy) ALTA Own. Policy (10/17/92) Policy Amount $ TBD
   Proposed Insured:
   "Owner to be determined", its successors and/or assigns as their respective interests may appear.
   (b) Loan Policy (ALTA Loan Policy) ALTA Loan Policy (10/17/92) Policy Amount $
   Proposed Insured:
   (c) Policy Amount $
   Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by: and , as Trustees of the Revocable Trust Dated May 24, 1993.
4. The land referred to in the Commitment is described as follows:

See Exhibit "A" herewith

STEWART TITLE GUARANTY 400273

By: _____
SWP TITLE AGENCY, SCOTT W. PATTERSON

STEWART TITLE
GUARANTY COMPANY

(GRAND ESTATES HIRSCHHORN.PFD/GRAND ESTATES)

Buyer's initials_____ Seller's initials_____
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Commitment Number: GRAND ESTATES
File No.: GRAND ESTATES

SCHEDULE B - SECTION I
REQUIREMENTS

The following are the requirements to be complied with:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
2. Execution by Owner/Seller/Contractor and Affidavit as to Debts and Liens and Affidavit and Indemnity.
3. Execution and Acknowledgement by Borrower/Purchaser of Form 39-30 (Mortgagor's Notice of Availability of Owner's Coverage) and Title Insurance Disclosure.
4. Evidence satisfactory to the Company that the Trust as well as the authority of the trustees to bind the trust are valid and subsisting under the laws of their respective domiciliary states, and that all necessary consents, authorizations, and trust documentation required under applicable law have been given, completed, existing and valid prior to closing. (NOTE: Copy of all trust documents must be provided to closing attorney and company prior to closing with said documentation complying with South Carolina Law).

STEWART TITLE
GUARANTY COMPANY

(GRAND ESTATES HIRSCHHORN.PFD/GRAND ESTATES

Buyer's initials_____ Seller's initials_____

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Commitment Number:GRAND ESTATES
File No.: GRAND ESTATES

SCHEDULE B - SECTION II
EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Covenants, conditions, or restrictions, if any, appearing in the Public Records; however, this policy insures against loss or damage arising from:
   (a) the violation of those covenants, conditions, or restrictions on or prior to Date of Policy;
   (b) a forfeiture or reversion of Title from a future violation of those covenants, conditions, or restrictions, including those relating to environmental protection; and
   (c) provisions in those covenants, conditions, or restrictions, including those relating to environmental protection, under which the lien of the Insured Mortgage can be extinguished, subordinated, or impaired.

   As used in paragraph 1(a), the words "covenants, conditions, or restrictions" do not refer to or include any covenant, condition, or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded or filed in the Public Records at Date of Policy and is not referenced in an addendum attached to this policy.
2. Any easements or servitudes appearing in the Public Records; however, this policy insures against loss or damage arising from (a) the encroachment, at Date of Policy, of the improvements on any easement, and (b) any interference with or damage to existing improvements, including lawns, shrubbery, and trees, resulting from the use of the easements for the purposes granted or reserved.
3. Any lease, grant, exception, or reservation of minerals or mineral rights appearing in the Public Records; however, this policy insures against loss or damage arising from (a) any effect on or impairment of the use of the Land for residential one-to-four family dwelling purposes by reason of such lease, grant, exception or reservation of minerals or mineral rights, and (b) any damage to existing improvements, including lawns, shrubbery, and trees, resulting from the future exercise of any right to use the surface of the Land for the extraction or development of the minerals or mineral rights so leased, granted, excepted or reserved. Nothing herein shall insure against loss or damage resulting from subsidence.

a. Taxes and assessments for the year(s) 2009 plus any penalties and interest which may accrue. 2009 taxes are liens now due and payable but not yet past due.

b. Deed Restrictions as set forth in Title Book 62 at Page 458, RMC for Aiken County, South Carolina.

c. Such state of facts as would be disclosed by an accurate survey and inspection of the premises.

STEWART TITLE
GUARANTY COMPANY

(GRAND ESTATES HIRSCHHORN.PFD/GRAND ESTATES.

Buyer's initials_____ Seller's initials_____

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COMMITMENT EXHIBIT A

File No.: GRAND ESTATES ; Commitment: GRAND ESTATES ;

All that certain piece parcel or lot of land, with improvements thereon, situate, lying and being in the southern section of the City of Aiken, Aiken County, South Carolina, being shown and designated as "The Balcony", containing 5.82 acres, more or less, upon that certain plat prepared for Roma Food Enterprises, Inc., by Hass & Hilderbrand, Inc., RLS, dated October 4, 1994, and recorded in Plat Book 32, at page 198, in the Office of the Register of Deeds for Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description thereof.

Being the same property conveyed unto . and , as Trustees of the and Revocable Trust Dated May 24, 1993 by deed of Louis G. Piancone dated April 13, 2007 and recorded April 13, 2007 in Record Book 4130 at Page 395, RMC for Aiken County, South Carolina.

TMS # 121-13-13-002

STEWART TITLE
GUARANTY COMPANY

(GRAND ESTATES HIRSCHHORN.PFD/GRAND ESTATES ;

Buyer's initials_____Seller's initials_____

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EXHIBIT "B"
SELLER'S DISCLOSURES

STATE OF SOUTH CAROLINA
RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

INSTRUCTIONS TO PROPERTY OWNERS

1. South Carolina Code of Laws Title 27 Chapter 50 Article I requires that beginning January 1, 2003, an owner of residential real estate (single-family homes and buildings with up to four dwelling units) shall provide to a purchaser this property condition disclosure statement which must be completed prior to signing a contract of sale. This disclosure statement must be provided in connection with the sale, exchange, option and sale under a lease with an option to purchase. This disclosure statement is not required for some transactions, including the first sale of a dwelling which has never been inhabited. A complete list of exemptions may be found in Section 27-50-30.

2. You must check one of the boxes for each of the 24 questions on pages 2 and 3 of this form.

   a. If you check "Yes" for any question, you must explain the problem or attach a descriptive report from an engineer, contractor, pest control operator or other expert or public agency. If you attach a report, you will not be liable for any inaccurate or incomplete information contained in the report as long as you were not grossly negligent in obtaining or transmitting the information.

   b. If you check "No" for any question, you are stating that you have no actual knowledge of any problem. If you check "No" and you know there is a problem, you may be liable for making an intentional misrepresentation.

   c. If you check "No Representation" for any question, you are stating that you are making no representation regarding the conditions or characteristics of the property, but you may have a duty to disclose even if you know or should have known of them. Please consult with an attorney to determine any potential liability you may have for checking this answer.

   d. If you check "Yes" or "No" for any question and subsequently something happens to the property to render your statement incorrect or inaccurate (for example, the roof begins to leak), you must promptly provide the purchaser a corrected statement or you may correct the problem.

3. If you are assisted in the sale of your property by a licensed real estate broker or salesperson, you remain solely responsible for completing and delivering this statement to the purchaser. The broker or salesperson must disclose any material facts about your property which he/she knows or reasonably should know, regardless of your responses on this statement. You are to complete this form yourself and answer all questions truthfully and as fully as possible. By signing below you acknowledge that the failure to disclose known material information about the property may result in liability.

4. You must provide the completed statement to the purchaser prior to the time you and the purchaser sign a contract to purchase your property or as otherwise agreed to in the contract. You should provide the purchaser a copy of this statement containing your signature and keep a copy signed by the purchaser for your records.

Initials: KK Seller 12/28/09 Date ___ Buyer___ Date

Rev. 1/03

Buyer's initials_____ Seller's initials_____

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AS SELLER OF THE PROPERTY HEREIN IDENTIFIED, DO YOU HAVE KNOWLEDGE OF ANY PROBLEM (MALFUNCTION OR DEFECT) WITH ANY OF THE FOLLOWING:

	Yes*	No	No Representation
1. Foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including any modifications? a. Siding: masonry ___ wood ___ composition/hardwood ___, vinyl ___ synthetic stucco ___ b. Approximate age of structure 79	☐	☒	☐
2. Roof (leakage or other problem)? a. Approximate age of roof covering _____	☐	☒	☐
3. Water seepage, leakage, dampness or standing water or water intrusion from any source in any area of the structure?	☒	☐	☐
4. Electrical system (outlets, wiring, panel, switches, fixtures, etc)?	☐	☒	☐
5. Plumbing system (pipes, fixtures, water heater, etc.)?	☐	☒	☐
6. Heating and/or air conditioning? a. Heat source: furnace ✓ heat pump ___ baseboard ___ b. Cooling source: central ✓ wall/window unit(s) ___ c. Fuel source: electricity ✓ natural gas ✓ propane ___ oil ___ d. Approximate age of heating unit 7 /cooling unit 7	☐	☒	☐
7. Water supply (including water quality, quantity and water pressure? a. water supply is: city/county ✓ community system ___ private well ___ b. water pipes are: copper ✓ galvanized ___ PVC/CPVC ✓ polybutelene ___ BRASS ✓	☐	☒	☐
8. Septic system? a. Type system: septic tank ___ community system ___ connected to city/county system ✓ city/county system available ___ b. Does the system require a pump? Yes ___ No ___ c. Has the septic system been serviced/pumped during your ownership?	☐	☒	☐ ☐ ☒
9. Appliances (range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)?	☐	☒	☐
10. Present infestation, or damage **WHICH HAS NOT BEEN REPAIRED** from past infestation of wood destroying insects or organisms? a. Is there a transferable termite bond? Yes ✓ No ___	☒	☐	☐
11. Drainage, grading or stability of soil or retaining structure?	☐	☒	☐
12. Other built-in systems and fixtures? central vacuum ___ pool ✓ hot tub ___ spa ___ attic fan ___ exhaust fan ✓ ceiling fan ___ sump pump ___ irrigation system ✓ cable tv wiring or satellite dish ✓ security system ✓ or other systems ✓ CAT 5	☐	☒	☐

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REGARDING THE PROPERTY HEREIN IDENTIFIED, INCLUDING THE LOT, OTHER IMPROVEMENTS, AND FIXTURES LOCATED THEREON, DO YOU HAVE KNOWLEDGE OF ANY:

	Yes*	No	No Representation
13. Room additions or other structural changes?	☐	☒	☐
14. Environmental hazards (substances, materials or products) including asbestos, formaldehyde, radon gas, methane gas, lead-based paint, underground storage tank, toxic mold or other hazardous or toxic material (whether buried or covered), contaminated soil or water, or other environmental contamination?	☐	☒	☐
15. Nuisances (noise, odor, smoke, etc.) affecting the property?	☐	☒	☐
16. Previous damage caused by fire?	☐	☒	☐
17. Violations or variances of building codes or zoning ordinances?	☐	☒	☐
18. Restrictions to property use? (covenants or deed)	☐	☒	☐
19. Utility or other easements, shared driveways, party walls or encroachments from or on adjacent property?	☐	☒	☐
20. Lawsuits, foreclosures, bankruptcy, tenancies, judgments, tax or other liens, proposed assessments or notice from any governmental agency that could affect title to the property?	☐	☒	☐
21. Owners' association fees or "common area" expenses or assessments?	☐	☒	☐
22. Flood hazards or that the property is in a federally-designated flood plain?	☐	☒	☐
23. Rental, rental management, vacation rental or other lease contracts in place on the property at the time of closing?	☐	☒	☐
24. Any outstanding charges owed by the tenant for gas, electric, water, sewerage, or garbage services provided to the property?	☐	☒	☐

***IF YOU ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS, PLEASE USE THE FOLLOWING SPACE FOR YOUR EXPLANATION AND ATTACH ANY RELEVANT PROFESSIONAL REPORTS.**

3- MOISTURE IN FURNACE ROOM IN BASEMENT - HAS BUILT IN SUMP PUMP - NEVER ANY PROBLEM

10- MINOR DAMAGE - PER HOME INSPECTION NO REPAIRS NEEDED

Initials: KH Seller 12/24 Date ___ Buyer ___ Date ___

Buyer's initials ___ Seller's initials ___

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"Yes" explanations continued:

Owner(s) Acknowledgement

Property Address: 836 Whisky Rd. Aiken SC 29801

The property is currently: owner-occupied X leased ____ in an estate ____ in foreclosure ____ vacant ____ (If vacant, how long?) _____

Owner's Name(s): _____

Owner(s) acknowledge having examined this statement before signing and that all information is true and correct as of the date signed.

Owner Signature: _____ Date: 12-24-08

Owner Signature: _____ Date: 12/24/08

Purchaser(s) Acknowledgement

Purchaser(s) acknowledge receipt of a copy of this disclosure statement; that he/she has examined it before signing; that he/she understands that this is not a warranty by owner or owner's agent; that it is not a substitute for any inspections he/she may wish to obtain; and that the representations are made by the owner and not the owner's agent(s) or subagent(s). Purchaser(s) are encouraged to obtain his/her own inspection by a licensed home inspector or other professional.

Purchaser Signature: _____ Date: _____

Purchaser Signature: _____ Date: _____

(This form is approved by the South Carolina Real Estate Commission.)

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The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP45-5-04)

Lead-Based Paint Disclosure (Sales)

Attachment to Contract to Buy and Sell Real Estate for the Property known as:

836 Whiskey Road, Aiken, SC 29801

Street Address City State Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY

Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to $10,000 (plus adjustment for inflation) for each violation.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure to Buyer and Real Estate Licensee(s) and Acknowledgment

(a) Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.

(b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):

☒ Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.

☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):

(c) Records and reports available to Seller (check one box below):

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

☐ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Buyer's Acknowledgment

(d) Buyer has read the Lead Warning Statement above and understands its contents.

(e) Buyer has received copies of all information, including any records and reports listed by Seller above.

(f) Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".

(g) Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

(h) Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):

☐ Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of Section 10 of the Contract to Buy and Sell Real Estate; or

☐ Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Buyer's initials _____ Seller's initials _____

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Real Estate Licensee's Acknowledgment
Each real estate licensee signing below acknowledges receipt of the above Seller's Disclosure, has informed Seller of Seller's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

Date: 12/24/05 Date: 12/24/05

Seller Seller

Date: Date:

Buyer Buyer

Date: Date:

Real Estate Licensee (Listing) Real Estate Licensee (Selling)

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EXHIBIT "C"

WARRANTY DEED

Return To:
Scott W. Patterson
Smith, Massey, Brodie, Guynn & Mayes PA
PO Box 519
Aiken, SC 29802

Recording Information Above

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

TITLE TO REAL ESTATE
(General Warranty Deed)

KNOW ALL MEN BY THESE PRESENTS, That We, _____ AND _____, **AS TRUSTEES OF THE** _____ **AND** _____ **REVOCABLE TRUST DATED MAY 24, 1993,** (hereinafter called "Grantor"), in the State aforesaid, for and in consideration of the sum of To be determined and 00/100 ($,000.00) Dollars, actual consideration, in hand paid at and before the sealing of these presents, by **OWNER TO BE DETERMINED** (hereinafter called "Grantees") in the State aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, unto the said Grantees their heirs and assigns, the following described real estate, to-wit:

All that certain piece parcel or lot of land, with improvements thereon, situate, lying and being in the southern section of the City of Aiken, Aiken County, South Carolina, being shown and designated as **"The Balcony", containing 5.82 acres, more or less,** upon that certain plat prepared for Roma Food Enterprises, Inc., by Hass & Hilderbrand, Inc., RLS, dated October 4, 1994, and recorded in Plat Book 32, at page 198, in the Office of the Register of Deeds for Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description thereof.

Being the same property conveyed unto _____ and _____, as Trustees of the _____ and _____ Revocable Trust Dated May 24, 1993 by deed of Louis G. Piancone dated April 13, 2007 and recorded April 13, 2007 in Record Book 4130 at Page 395, RMC for Aiken County, South Carolina.

TMS # 121-13-13-002

Property Address: 836 Whiskey Road
Aiken, SC 29801

Buyer's initials_____ Seller's initials_____

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This conveyance is subject to all existing reservations, zoning ordinances, restrictions, covenants, rights of way, easements, conditions, public or private roads or driveways, items shown on plats or other instruments of public record and/or on the premises affecting said property or items which would be revealed by a current survey and plat of the property.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the said Grantees their heirs and assigns forever. And Grantor does hereby bind Grantor and Grantor's heirs, assigns, executors and administrators to warrant and forever defend, all and singular, the said premises unto the said Grantees and the Grantees heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Any reference to this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS my Hand and Seal this _____ day of _____, 2010.

SIGNED, SEALED AND DELIVERED.
IN THE PRESENCE OF

_____ _____

WITNESS SIGNS HERE

TRUSTEE

_____ _____

NOTARY PUBLIC SIGNS HERE

TRUSTEE

[Acknowledgement on Next Page]

Buyer's initials_____ Seller's initials_____

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STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF AIKEN)

I, the undersigned Notary Public, do certify that
AND AS TRUSTEES OF THE
AND REVOCABLE TRUST DATED MAY
24, 1993 personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal the _____ day of _____, 2010.

_____
Notary Public for South Carolina
My commission expires: _____

(SEAL)

Buyer's initials_____Seller's initials_____
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EXHIBIT "D"

PRELIMINARY TERMS AND CONDITIONS OF SALE

Aiken, South Carolina

GRAND ESTATES AUCTION COMPANY has a contract with THE SELLER, to offer to sell at auction to the highest bidder, 836 Whiskey Road, Aiken, South Carolina 29801.

A. PROPERTY

1) Seller will convey this property by General Warranty Deed free and clear of all liens and encumbrances except as specified in the Title Commitment and Warranty Deed. Any mortgages and/or liens will be paid off at closing.

2) This Property is selling subject to, and any CONTRACT IS NOT CONTINGENT upon, any state of facts an accurate survey or personal inspection of the Property may reveal, any existing rights-of-way, easements, encroachments, rights or claims of parties in possession, restrictive and protective covenants, flood zones, zoning or subdivision regulations, building ordinances, governmental agencies regulations, environmental conditions, hazardous materials, leases or tenancies, any mineral rights, and subject also to all title exceptions as set forth in the Title Commitments that is available for inspection.

3) PERSONAL ON-SITE INSPECTION OF THE PROPERTY IS RECOMMENDED AND BIDDERS ARE ADVISED TO INDEPENDENTLY VERIFY ALL INFORMATION THEY DEEM IMPORTANT. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE SALES CONTRACT, THIS PROPERTY IS BEING SOLD "AS IS, WHERE IS" AND "WITH ALL FAULTS" AND THE SELLER AND AUCTIONEER HAVE NOT MADE, DO NOT MAKE AND WILL NOT MAKE, AND HEREBY DISCLAIM, ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED OR STATUTORY, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO ITS VALUE, CONDITION, SQUARE FOOTAGE, SUITABILITY, MERCHANTABILITY, OPERABILITY, ZONING OR SUBDIVISION REGULATIONS, MINERAL RIGHTS, ENVIRONMENTAL CONDITION OR FITNESS FOR A PARTICULAR USE OR PURPOSE. NO GUARANTEES ARE GIVEN AS TO THE AVAILABILITY OF UTILITIES OR ACCESSES, OR ALLOWABLE OR PERMITTED USES ON THE PROPERTY.

B. PROPERTY INSPECTION

1) All information contained in the auction brochure and all promotional materials, including, but not limited to, photographs, directions, acreage, square footage, dimensions, zoning, maps in the brochure and other maps used for promotion, environmental conditions, taxes, etc., was provided by or on behalf of the Seller and the tax assessor's office, and is believed to be correct; however, neither the Seller nor the Auction Company makes any promise, representation, guarantee, or warranty as to the accuracy or completeness of such information. There is no obligation on the part of Seller or Auctioneer to update any information. Purchaser and Purchaser's broker shall be responsible for verifying all acreage and square footage amounts.

2) The Property has been surveyed for this auction. Seller will convey the Property in accordance with the legal description contained in the Seller's Deed. Purchaser should have their

Buyer's initials_____Seller's initials_____

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own surveyor verify the survey. Should purchaser desire a survey, it shall be at Purchaser's option and expense. Should the final survey show a greater or lesser number of acres than recited on the survey sales map, it will not affect the purchase and no adjustment will be made to the purchase price.

C. PROPERTY DISCLOSURES

See Exhibit B

D. BUYER'S PREMIUM

There will be a seven and a half percent (7.5%) Buyer's Premium charge added to the winning bid or bids to determine the total contract selling price for the Property.

E. BUYER'S OPENING BID INCENTIVE PROGRAM

A credit equal to THREE percent (3%) of the written opening bid amount offered by the purchaser, will be deducted from the total contract price of the property, provided purchaser has completed the Buyer's Opening Bid Incentive form and submitted to Grand Estates Auction Company as required and is not being represented by a broker.

F. BIDDER REGISTRATION AND TERMS OF SALE

1) Bidders must register and have received a Property Purchase Package and a bidder's number in order to bid on the Property. This number must be presented when a bidder is declared the high bidder. To register to bid, the bidder must present a certified check (made payable to the bidder), personal check with a bank letter of guarantee (made payable to Richard M. Koch, Attorney Trust Account, in the amount of **$50,000** at registration ("Bid Deposit").

2) Upon being declared the final successful confirmed bidder a minimum of TEN PERCENT (10%) of the Total Contract Price as your earnest money deposit is due on auction day. However, if you are a phone bidder, the balance of the 10% deposit must be wired by 12:00 pm, EST, Wednesday, February 10, 2010. The certified check, personal check with a bank letter of guarantee, or credit card authorization (with prior approval) will be required to be paid over to the escrow agent and the balance between the bid deposit and the ten percent (10%) earnest money deposit may be paid by personal or company check. The balance of the Purchase Price is due at closing. Closing will take place on or before **March 11, 2010.**

3) The bid/offer made by the bidder or bidders on auction day shall be binding.

4) The confirmed Bidder or Bidders for the Property must immediately execute and deliver a completed Auction Real Estate Sales Contract, together with all related Exhibits and these Terms and Conditions for such Property at the Auction. The fully executed Sales Contract (together will all related Addenda thereto) shall control all terms and conditions of the sale and constitute the entire agreement between Buyer and Seller. In the event of any conflict between the Terms and Conditions of Sale and the sales contract, the sales contract shall prevail. NO CHANGES BY PURCHASER TO THE TERMS OF THE SALES CONTRACT WILL BE PERMITTED. PURCHASER WILL BE REQUIRED TO ENTER INTO THE SALES CONTRACT "AS IS" ON AUCTION DATE. Any person bidding on behalf of another person or

Buyer's Initials_____Seller's initials_____

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entity must have a valid, legally enforceable, unexpired, recordable Power of Attorney approved by Seller prior to the auction.

5) If for any reason the Buyer fails or refuses to deposit the required funds or to execute the Sales Contract immediately after being confirmed as the High bidder, the Seller reserves the right to declare the bidder's rights forfeited and may resell the property and retain the bid deposit as liquidated damages.

6) No purchase is contingent on the Buyer obtaining financing. This is a cash sale.

G. CLOSING COSTS

2010 Ad Valorem taxes shall be prorated at closing. The Property may be subject to county and fire district taxes, which shall be prorated at closing. The Seller will pay the fee for the preparation of the cost of preparing legal documents to transfer the Property and to release any liens or encumbrances on the Property to allow conveyance to the Purchaser in accordance with the sales contract. Purchaser shall pay for recording the Warranty Deed, the transfer taxes and/or deed stamps, Preliminary and Final Title Insurance and Preliminary title search. All other sale, closing or financing costs will be paid by the Purchaser. If Purchaser desires an Owner's Policy of Title Insurance or a survey, it shall be at Purchaser's option and expense and said Title Insurance must be obtained from Closing Agent, Smith, Massey, Brodie, Guynn & Mayes.

H. CLOSING

All closings will be scheduled on or before **March 11, 2010,** and all deposits and down payments shall be held in a non-interest bearing escrow account by the Escrow/Closing Agent pending completion of necessary closing procedures, after which the Buyer shall be granted possession of the property subject to any matters contained in the Title Commitment or Auction Real Estate Sales Contract.

I. ESCROW/CLOSING AGENCY

1) Closing will be at the offices of Smith, Massey, Brodie, Guynn & Mayes.

2) The proceeds due from the Buyer at closing shall be in U.S. cash, locally drawn bank certified or cashier's check, or confirmed wire transfer.

3) The "Closing Agent" who is Smith, Massey, Brodie, Guynn & Mayes, whose address is 210 Colony Parkway, Aiken, South Carolina 29803, Telephone: (803) 643-4110, Fax: (803) 643-8140.

4) The "Registration Escrow Agent" who is Richard M. Koch, whose address is 3220 Prosperity Church Road, Suite #201, Charlotte, NC 28269, Telephone: (704) 503-5700, Fax: (704) 503-5707.

J. LICENSED BUYER BROKER PARTICIPATION

A **THREE percent (3%)** commission based on the Written Opening Bid price not to

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include buyer's premium for the Property will be paid to the qualified, licensed real estate Buyer's Broker whose prospect pays for and closes on the property in compliance with the Buyer's Broker Guidelines. An additional one percent (1%) commission will be paid on the difference between the Written Opening Bid Amount on the Buyer/Broker Registration Form and the final High Bid Price as stated in the Buyer's Broker Guidelines. The Broker must perform all requirements of the Buyer Broker Guidelines, as stated in the Buyer/Broker registration Form. The Broker and the prospective bidder must execute a Broker Registration Form provided by Auction Company under the appropriate Buyer Broker Guidelines no later than **4:00 pm (EST)** on **Monday, February 8, 2010**, which form will become part of the Auction Real Estate Sales Contract. Failure to properly register or comply with the provisions of the Guidelines will disqualify the Broker from receiving any commissions.

K. DEFAULT

In the event the Purchaser fails to close and pay his/her balance when due, Seller reserves all rights allowed by law and the sales contract, including retaining the earnest money deposit as liquidated damages.

L. DISCLAIMER

1) Neither the Seller, its Attorneys, any Broker, nor the Auction Company shall be liable for any relief including damages, rescission, reformation, allowance or adjustments based on the failure of the property, including, but not limited to, amount of acreage, square footage, zoning, and environmental condition to conform to any specific standard or expectation, or any third party documents or information.

2) DISCLAIMER AS TO AUCTION COMPANY: Buyer shall look only to Seller as to all matters regarding this Contract and the Property, and GRAND ESTATES AUCTION COMPANY shall not be responsible or liable in any way if Seller fails or refuses to or cannot close title hereunder, or if the Property is affected in any way or is in any other way unsatisfactory to Buyer as Buyer may determine before or after closing.

M. AUCTIONEERS AGENCY DISCLOSURE

THE AUCTIONEER IS ACTING EXCLUSIVELY AS THE AGENT FOR SELLER IN THIS TRANSACTION AND IS TO BE PAID A FEE BY SELLER PURSUANT TO A SEPARATE WRITTEN AGREEMENT BETWEEN SELLER AND THE AUCTIONEER. THE AUCTIONEER IS NOT ACTING AS AGENT IN THIS TRANSACTION FOR THE BUYER. ANY THIRD PARTY BROKER IS NOT A SUBAGENT OF AUCTION COMPANY AND IS TO BE PAID BY THE SELLER.

N. MISCELLANEOUS

1) All decisions of the Auctioneer are final as to the methods of bidding, disputes among bidders, increments of bidding, and any other matters that may arise before, during, or after the auction.

1A) If in the case of a discrepancy between the printed terms and conditions of sale and the auction sales contract the auction sales contract shall prevail. Announcements made by the

Buyer's initials_____Seller's initials_____

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auctioneer prior to auction regarding either shall prevail over both terms and conditions or sales contract.

2) Seller reserves the right to deny any person admittance to the Auction or expel anyone from the Auction who attempts to disrupt the Auction.

3) All announcements made Auction Day supersede any prior oral or printed statements. The Seller reserves the right to announce additional Terms and Conditions of the sale prior to or during the course of the auction.

4) The Seller reserves the right to withdraw the Property prior to the auction.

GRAND ESTATES AUCTION COMPANY IS SELLING AGENT ONLY AND MAKES NO REPRESENTATIONS CONCERNING THIS PROPERTY WHATSOEVER.

_____ _____

Bidder's Signature Date

_____

Print Name

Buyer's initials_____ Seller's initials_____

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EXHIBIT "E"
BIDDER'S STATEMENT

Re:836 Whiskey Rd	Aiken, SC	February 9, 2010	Aiken, SC
the "Property"	Name of Auction	Date of Auction	Auction Location

The undersigned represents and warrants that the undersigned is of legal age and has full legal capacity and authority to understand, execute and deliver this Bidder's Statement on behalf of the undersigned or the entity, if any, designated immediately below the signature line at the bottom of this Statement. As a condition of being permitted to bid at the Auction, the undersigned acknowledges and/or agrees as follows:

1. The undersigned has received and carefully reviewed and understood, prior to the execution hereof copies of each of the following items: (a) Final Terms and Conditions of Sale for Purchasing the Property at Auction; (b) Brochure describing the Auction; and (c) Property Purchase Package ("Bid Package") for Property, which includes, among other items, a copy of the real estate sale contract and its exhibits ("Agreement") for the Property.

2. The undersigned has the financial resources necessary to complete the timely acquisition of the Property, as and when required, pursuant to the Agreement, at the bid price offered by the undersigned, plus the required Buyer's Premium, if any.

3. The undersigned has independently inspected and reviewed the following conditions of the Property, including but *not* limited to: (a) the title of Seller; (b) the condition and state of repair and/or lack of repair of all improvements thereon and has had the opportunity to obtain testing and reports; (c) the existence and condition of any and/or all personal property at the Property; and (d) the nature, provisions and effect of all heath, fire, environmental, building, zoning, subdivision and all other use and occupancy laws, ordinances and regulations applicable thereto.

4. The undersigned understands and agrees: (a) THAT, EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE SALES CONTRACT, THE PROPERTY WILL BE SOLD "WHERE IS" IN AN "AS IS" CONDITION WITH NO WARRANTY, EXPRESS OR IMPLIED, ABOUT SUCH CONDITION (SELLER AND BROKER EXPRESSLY DISCLAIMING ANY WARRANTIES OF HABITABILITY, FITNESS FOR INTENDED USE OR OTHER IMPLIED WARRANTIES) AND WITH THE UNDERSIGNED ACCEPTING ALL DEFECTS, BOTH APPARENT AND LATENT, AT THE UNDERSIGNED'S OWN, ABSOLUTE AND EXCLUSIVE RISK; (b) that neither Seller nor Auctioneer will have any liability or obligation whatsoever, for the physical condition of the Property or for any inaccuracy in or omission from any of the written information and materials about the Property, including but not limited to, inaccuracies made in reports drafted by third parties, such as title reports, surveys and environmental reports or *any* changes concerning the Property between the date of the reports, surveys, written information and materials and the date hereof; (c) the Auctioneer or its agents, employees and affiliates are not permitted to bid at the Auction; (d) because of the pace of the Auction bidding, the Auctioneer is not able and therefore not obligated to recognize nor record each of the bidders at any bid level during open outcry except the high bidder; (e) the Auctioneer will use its reasonable efforts to register all of the bidders for the Auction but cannot represent or warrant that all Auction bidders will have been properly registered; and (f) the undersigned waives and releases Auctioneer from all claims, causes of action and any other proceedings alleging that Auctioneer failed to perform any of the matters described in Sections (d) and (e) above. The undersigned also understands and agrees that this auction will be video taped for legal purposes only.

5. In the event the undersigned is the high bidder at the Auction of the Property, and such bid is accepted by Auctioneer, the undersigned will: (a) tender the required earnest money to Auctioneer; and (b) execute the Agreement immediately after the appropriate round of bidding at the Auction in exactly the same form as such Agreement was in the Bid Package, or as may be modified only by any announcements made at the Auction by the Auctioneer from the podium prior to the commencement of bidding for the Property, and with the blanks filled in accordance with the terms of the transaction.

6. Non-refundable earnest money: If the contract fails to close as a result of Purchaser's default, Seller shall have the right to have Purchaser's Earnest Money Deposit forfeited and awarded to Seller as liquidated damages.

IN WITNESS WHEREOF, the undersigned has caused this Bidder's Statement to be executed this _____ day of _____ 2010.

Buyer's initials_____ Seller's initials_____

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EXHIBIT "F"

MOLD INFORMATIONAL STATEMENT

What Homeowners Should Know About Mold

Mold. Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your Unit. Most homeowners are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile.

In order to grow, mold requires a food source. This might be supplied by items found in the Unit, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40°F and 100°F. Finally, mold growth requires moisture. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the Unit can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

What the Homeowner Can Do. The homeowner can take positive steps to reduce or eliminate the occurrence of mold growth in the Unit, and thereby minimize any possible adverse effects that may be caused by mold. These steps include the following:

1. Before bringing items into the Unit, check for signs of mold. Potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold growth.

2. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.

3. Keep the humidity in the Unit low. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.

4. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your Unit. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.

5. Inspect for leaks on a regular basis. Look for discolorations or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors, and any visible signs of mold.

6. Should mold develop, thoroughly clean the affected area with a mild solution of bleach. First, test to see if the affected material or surface is color safe. Should the mold growth be severe, call on the services of a qualified professional cleaner.

THIS MOLD INFORMATION STATEMENT WAS PREPARED FOR EDUCATIONAL AND INFORMATIONAL USE ONLY AND DOES NOT CONSTITUTE A REPRESENTATION OR WARRANTY OF ANY KIND BY SELLER.

Buyer's initials_____Seller's initials_____

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Auction Registration
Forms

PHONE BIDDING PROCEDURES
836 Whiskey Road
Aiken, South Carolina 29801
Tuesday, February 9, 2010

STEP 1: Certified check in the amount of **$50,000** to bid on **836 Whiskey Road,** must be received no later than **2:00 p.m. (EST) Monday, February 8, 2010.** If sending a certified check, make it payable to **Richard M. Koch, Attorney Trust Account,** and send to:

Grand Estates Auction Company
Attn: Client Relations
9115-F Old Statesville Road
Charlotte, NC 28269

Funds may be wired directly into the **Richard M. Koch,** Attorney Trust Account. **If you are wiring your funds, you must do so before 12:00 p.m. (EST), the day before the auction.** This is a non-interest bearing account.

WIRING INSTRUCTIONS:

For Money Coming To Bank of Commerce

Bank to send to: Bank of Commerce

Receiving FI {3400} Nexity ABA# 062006330

Beneficiary FI {4100}: For Credit to Bank of Commerce Account Number 2000001459

(Put this information under the Other Information section on the Fed Wire Screen. It is necessary that this information is shown in order for the wire to be properly credited.)**

For further credit to Beneficiary {4200}: Richard M. Koch
Attorney Trust Account
3220 Prosperity Church Road, Suite #201
Charlotte, North Carolina 28269
Bank of Commerce
ABA #062006330
Account # 339004418

It is necessary that all information and account #'s shown above be on the Fed Wire Screen. Please contact Dean Melton if you have questions (704) 503-5700.

Reference: 836 Whiskey Road

STEP II: The following are required along with the receipt of funds in order to phone bid:

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1. Bidders Statement completed & received by Grand Estates Auction Company®.
2. Preliminary Terms & Conditions signed by the bidder & received by Grand Estates Auction Company®.
3. Registration Fee of $50,000 received by us or our Escrow Attorney, Richard M. Koch.
4. Phone Bidding Procedure form completely filled out.

This must be received no later than 2:00 p.m. (EST) Monday, February 8, 2010. Please mail and fax to:

ADDRESS: Grand Estates Auction Company
Attn: Client Relations
9115- F Old Statesville Road
Charlotte, NC 28269
(704) 529-0026 (phone)
(704) 598-7911 (fax)

STEP III: Your bidder number will be assigned upon receipt of the signed documents and certified funds.

STEP IV: On **Tuesday, February 9, 2010 no later than 1:30 p.m. (EST),** Grand Estates Auction Company will call the number specified by you to confirm satisfactory connection and ask for an opening bid. A callback time for the auction will be established. Your bids will be taken at that time.

The successful high bidder must have initiated the balance of the deposit wired into the escrow account (see attached instructions) no later than **12:00 p.m. (EST), Wednesday, February 10, 2010.**

STEP V: In the event the bid is successfully executed on the Bidder's behalf, the Auctioneer is authorized by the Bidder to insert Sales Price into the Real Estate Purchase and Sales Agreement which the Bidder has executed and is attached hereto. Auctioneer is also authorized to remit Bidder's certified funds as earnest money to the Escrow Agent. (While you are on the phone you will be asked to confirm your winning bid with at least 3 different people who will each initial the bid price that we fill in on your contract and only after you have confirmed.)

STEP VI: In the event you are not the successful high bidder, your certified funds will be returned to you via registered mail or wire transfer.

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Please complete all the information requested below and forward via facsimile number (704) 598-7911 to Grand Estates Auction Company®, Attn.: Client Relations

PLEASE PRINT:

NAME OF BIDDER_____

ADDRESS_____

PHONE #_____

FAX #_____

BIDDING #_____
(BIDDING NUMBER TO BE ASSIGNED BY GRAND ESTATES AUCTION COMPANY®)

IN THE EVENT YOU ARE NOT THE SUCCESSFUL HIGH BIDDER, PLEASE CONTACT CLIENT RELATIONS AT GRAND ESTATES AUCTION COMPANY® TO MAKE ARRANGEMENTS TO RECEIVE PREVIOUSLY SUBMITTED FUNDS.

IF YOU HAVE WIRED YOUR FUNDS AND ARE NOT THE SUCCESSFUL HIGH BIDDER, FUNDS WILL BE RETURNED BACK TO YOU VIA WIRE TRANSFER. IN ORDER TO EXPEDITE THIS PROCESS, YOU MUST COMPLETELY PROVIDE THE INFORMATION REQUESTED BELOW, ***FAILURE TO FURNISH THIS INFORMATION MAY DELAY THE RETURN OF FUNDS TO YOUR ACCOUNT.***

BANK NAME:_____

BANK ADDRESS:_____

ABA#_____

CONTACT NAME:_____

CONTACT PHONE #:_____

BENEFICIARY NAME:_____

ADDRESS:_____

ACCOUNT #_____

TELEPHONE#:_____

SIGNATURE/DATE:_____

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SAMPLE LETTER OF BANK GUARANTEE

(Must be written on Bank Stationery)

Date

Grand Estates Auction Company
9115-F Old Statesville Road
Charlotte, NC 28269
(704) 529-0026 Fax (704) 598-7911

Attn: Client Relations

RE: 836 WHISKEY ROAD, AIKEN, SOUTH CAROLINA 29801
FEBRUARY 9, 2010

Please be advised that _____(NAME OF BANK) will guarantee payment of checks issued by _____ (Bidder's Name and Company name), if applicable, on _____ (Account #) up to the amount of $50,000 (Bank Guarantee Limit) for purchases to be made at the above referenced auction.

This Guarantee is null and void after MARCH 11, 2010.

Should you have any questions, please contact _____ (Bank Official) at _____ (Bank Telephone Number).

Sincerely,

(MUST HAVE SIGNATURE)
Name of Bank Officer
Title

Fax back to (704) 598-7911

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SPECIFIC POWER OF ATTORNEY

KNOW ALL THESE MEN BY THESE PRESENTS, that (name) _____ _____, (social security number) _____, whose address is _____, has made, constituted, and appointed and by these presents does hereby make, constitute, and appoint

_____
Name

_____
Social Security Number

_____
Address

_____
City State Zip

the true and lawful attorney for her/him and in her/him name, place and stead, on her/him behalf as pertains to:

Purchasing and/or bidding on certain real property located at _____

_____

and offered for sale and/or auction by Grand Estates Auction Company®.

GIVING AND GRANTING unto said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and with the same force and effect, and to all intents and purposes, as I, might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that the said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20___.

_____
PURCHASER'S NAME

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged and executed before me this _____ day of _____, 20____, by **PURCHASER'S NAME** _____

_____(SEAL)
Notary's Name

_____
Commission Expires

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BUYER BROKER REGISTRATION FORM
BUYER BROKER GUIDELINES

Broker Information

Broker_____

License No._____Tax Id / SS No_____

Company_____

Address_____

City _____, State _____ Zip _____

Telephone_____Fax_____

Client Information

Client_____

Print Name_____

Address_____

City _____, State _____ Zip _____

OPENING BID AMOUNT
Please refer to the Broker Participation Guidelines below for clarification and instruction.

$_____ 836 Whiskey Road
(not including the 7 ½ % Buyer's Premium)

1. All prospects must be registered with Grand Estates Auction Company® with the Buyer Broker Registration Form provided. This form must be received by GRAND ESTATES AUCTION COMPANY® no later than by 4 p.m., Monday, February 8, 2010. FORMS SENT DIRECTLY TO THE SELLER WILL NOT BE HONORED.
2. For a Broker to properly represent a client they must:
   A. Be a Licensed Real Estate Buyer's Broker in the state in which the property is located who will abide by the National Association of Realtors® Code of Ethics whose registered prospect pays for and settles in full according to the Buyer Broker guidelines set forth, for the above property to be sold at the auction on Tuesday, February 9, 2010 in Aiken, South Carolina.
   B. Submit this form including the opening bid amount filled in 24 hours prior to the auction. The commission that is paid to the agent is on a sliding scale. For the agent that represents the winning bidder, a commission of three percent (3%) of the written opening bid price not to include the buyer's premium is paid. If their client attends the auction and continues to bid the agent is also compensated an additional one percent (1%) for the difference between the initial written opening bid and the final winning bid.
   C. If no opening bid is written on the Broker Participation Form then one percent (1 %) of the high bid price of the property purchased by that broker's client will be paid to that broker as a commission/referral.
   D. The broker commission/referral will not exceed three percent (3%) of the high bid price of the property purchased by that broker's client.
3. In order to be entitled to any commission/referral, the broker must:
   A. Broker or Agent must sign in and inspect the property with the Client during a scheduled Open House or by private appointment with a Grand Estates Auction Company® representative.
   B. Broker must also attend and register with the client at the auction and encourage bidding.
4. Commission will be paid only upon final closing and when the property has been settled in full.
5. No commission will be paid on any non-arms length transaction to any Broker or Agent participating in the purchase of the property or by any member of the Agent's immediate family. An Affidavit may be required that the Broker is

Bidder Initials_____Broker Initials_____
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serving only as a Broker and not as a Principal or member or shareholder or any other form of participation or related to the buyer.

6. No Broker will be recognized for a Client who has had previous contact with the Seller, their representatives, Auctioneer or Grand Estates Auction Company®.
7. Buyer and Broker must complete the following documentation IN FULL:
   A) Buyer Broker Registration Form

THIS FORM MUST BE RECEIVED NO LATER THAT 4:00 P.M., Monday, February 8, 2010.

Send to the following address: Grand Estates Auction Company
Attn: Client Relations
9115-F Old Statesville Road
Charlotte, NC 28269

Or fax to: (704) 598-7911

8. In the event that you are not the successful high bidder, your certified funds will be returned to you.
9. A complete registration file on all buyer broker registrations will be maintained. For further information or questions, feel free to call Grand Estates Auction Company® Information Office at (704) 529-0026 or (800) 552-8120.

A) The Broker and the Principal Bidder, by placing their signatures below, certify that they have inspected the premises of the subject property during a scheduled open house or by appointment.

B) The Broker and the Principal Bidder hereby attest that the Broker is serving only as an Agent for the Buyer and not as a Principal involved in the purchase of the property.

C) The Bidder hereby acknowledges that GRAND ESTATES AUCTION COMPANY® represents the Seller in this transaction.

D) Commission shall be paid to Broker representing Principal Bidder only if he/she has met all of these requirements. No referral fee will be paid to a referring broker, even if the referring broker's client purchases a property.

E) Broker agrees to abide by the Buyer's Broker Guidelines outlined herein to qualify for registration.

F) CLIENT ACKNOWLEDGES THAT BROKER IS WORKING ON BEHALF OF CLIENT AS A BUYER'S BROKER.

G) BROKER ACKNOWLEDGES THAT HE/SHE IS NOT A SUBAGENT OF GRAND ESTATES AUCTION COMPANY® AND REPRESENTS THE CLIENT AS A BUYER'S BROKER.

10. Client/Bidder must fully and properly register for the auction in order for this bid and/or broker registration to be valid.
11. This bid is only valid once the auction commences and the auctioneer accepts the bid.

Purchaser acknowledges that he/she agrees to abide by the terms and conditions of sale and agrees to open the bidding at the commencement of the auction for the property or parcel, by gavel at the amount stated above. I authorize the bid assistant to enter this bid during the auction at the request of the auctioneer.

The undersigned hereby certifies and agrees to the herein terms and conditions of registration.

_____ _____
Client/Bidder's Signature Date

_____ _____
Broker's Signature Date

Bidder Initials_____ Broker Initials_____

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BUYER OPENING BID REGISTRATION FORM

Bidder's Name:_____ Bid #:_____

Address:_____

City:_____ State:_____ Zip:_____

Daytime phone #:_____ Evening phone #:_____

Fax #:_____

GUIDELINES FOR PARTICIPATION

1. Three Percent (3%) of the opening bid amount written in the blank provided below will be deducted from the total contract price, should you be the successful purchaser of the property for which you have provided an opening bid.
2. If you specify no opening bid amount, you will not receive any credit.
3. In order to participate, this form must be received by Grand Estates Auction Company® no later than 4:00 p.m., Monday, February 8, 2010.
4. All opening bids must be submitted in U.S. funds in total dollar amounts. The property will be bid by the dollar.
5. Bidder is required to bring a copy of the executed form with him/her on sale day.
6. Bidder must fully and properly register for the auction.
7. This bid is only valid once the auction commences and the auctioneer accepts the bid.
8. **Bidder may increase their bid during auction, but the Three Percent (3%) credit will only be issued on the written opening bid amount on this form.**

OPENING BID AMOUNT

$_____ 836 Whiskey Road
(not including the 7 1/2 % Buyer's Premium)

Purchaser acknowledges that he/she agrees to abide by the terms and conditions of sale and agrees to open the bidding at the commencement of the auction for the property or parcel, by gavel at the amount stated above. I authorize the bid assistant to enter this bid during the auction at the request of the auctioneer.

Please submit form to Grand Estates Auction Company®, 9115-F Old Statesville Rd, Charlotte, NC 28269, or fax to (704) 598-7911. For further information or assistance, please call (800) 552-8120.

_____ _____
Bidder's Signature Date

Please note: This form does not allow for Broker Participation. If you have a Broker this form will be void, no credits or commissions shall be provided to winning bidder.

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Aiken?

A I went to work in Augusta at -- it was South Trust Bank, and then we changed to R-G Crown Bank.

Q Okay. And are you working now?

A Yes. We're business owners.

Q Okay. How long did you work for the bank in Augusta?

A From 2004 -- the end of 2004 until -- it was various banks; when you're a banker, you move around -- to 2006 when I got pregnant with our twins.

Q Okay. And you didn't go back to work for any bank after 2006?

A No. We became business owners.

Q Okay. And what's the nature of the -- of your businesses?

A We own Monkey Joe's, which is an indoor, inflatable playground. We had five stores; we've recently closed two, so we have three Monkey Joe locations. And I own a paint-your-own-pottery studio in Aiken. And we own a real estate company and a trucking company.

Q What's the name of the real estate company?

A MLO Real Estate, LLC.

Q And what does MLO Real Estate do?

A We just have rental houses.
Q How many rental houses?
A Ten or --
Q Approximately.
A Ten or eleven.
Q Okay. Are they all in Aiken?
A We have one in Atlanta.
Q And the last business you -- you told me, what was that?
A The trucking company?
Q Trucking company.
A We just have one truck that employs my father.
Q Okay. And what's the name of that company?
A Jen-Jac, LLC. J-e-n-J-a-c, LLC.
Q And that's here in Aiken, too?
A Yes.
Q Do y'all own the Monkey Joe's on Highway 378 in Lexington?
A No. The --
Q Y'all don't?
A -- Ballengers own that one. No.
Q Oh, okay. That one's very close to my house; that's why I asked.
And MLO, that is strictly a house-renting business?

A That's -- yeah. That's my initials.
Q Residential?
A It's just house -- yeah. Houses, yes.
Q Okay. Do you have any other experience in real estate?
A Just doing mortgages and loans like that at the bank for --
Q Okay.
A -- various years.
Q And -- and what -- what -- what part of mortgages and loans did you do for the bank?
A After it would go to underwriting, in that stage, I would do the approval process for the customers to get them approved for the home and do all the due diligence and get all the paperwork together for the underwriters and then -- so I just would facilitate, you know, closing the loan and things like that.
Q And -- and how -- how many years did you do that?
A Through the various banking years. I'd probably say, out of the ten banking years, probably four -- four years of loan experience.
Q Have you ever had any experience buying and selling properties?
A Just as far as what the paperwork entails, like

A In 2005. Yes.
Q Okay. And the Farmstead Drive residence, y'all -- y'all built that house?
A Yes.
Q How much did you pay for that house?
A To have it built? Just over two million.
Q Okay. And is that property deeded in your name and your husband's name, or is that in some other entity?
A I'm pretty sure it's deeded in our names.
Q Okay. And who built that house?
A Don Cerra.
Q And how did you select Don Cerra to build the home?
A His wife was a realtor of ours showing us homes, and she told us about her husband's building experience. And we thought we'd give him a shot.
Q And what's Don Cerra's wife's name?
A Nancy.
Q Nancy Cerra? Was she the agent who represented you and your husband for the auction of The Balcony?
A She was a realtor that we knew, so we asked her to -- to come with us.
Q Okay.
A Or meet us there.
Q I gotcha. And is the -- is the house at Farmstead

Drive paid for?
A Yes.
Q Or do you have any mortgages on the property now?
A No.
Q Okay. When did you and your husband first become interested in that we're calling "The Balcony"?
A After church on Sunday, we were driving by and saw the auction sign that said "Grand Estates Auction" and said the preview date and said, "Let's check that out. That'd be awesome investment property."
Q And y'all -- and that was just weeks before the auction?
A Uh-huh.
Q Days before?
A Days before. That was -- it was a Sunday after church. We went home, dropped our kids off, and came back to the preview.
Q Okay.
A So the same day that we saw the sign, the same day we went and looked at the house.
Q Was that the Sunday two days before the actual auction or was that --
A Uh-huh. I think we had seen the sign, you know, previous days before, but that day it reminded us we -- we should go check it out.

Q When y'all had gone back into the room, Stacy's telling you what's going on. What else did she say?

A That was basically it. I mean, it was -- it was kind of short and sweet. We -- you know, so we -- I was probably in -- not probably. I was asking my husband. I'm like, "Well, how do we know, you know, what his bid was?" You know, I was trying to make us, you know, still be the victors here.

And they were saying, "Well, that person's opening bid was two million; it was -- it outbid yours. They're going to buy the house. They're going to purchase the house." That's why we needed to sign that little waiver thing so he could go ahead and purchase the house for his bid because we weren't planning to go to anything higher than that.

Q Okay. So what you're telling me is -- is that you were told that the person who didn't bid had a bid of $2 million?

A His -- yes.

Q Okay. And were you given the opportunity to outbid that number?

A No.

Q Okay.

A Because the auction had already concluded.
Q All right. Were -- did Stacy say anything else that you haven't already shared with me?
A Not to my knowledge. Maybe small talk of just clarifying my questions, which I ramble a lot. I don't know.
Q All right. And do you recall any of the questions that you asked her?
A Just clarification as to how -- how this person bid -- outbid us -- how they beat us. And she was saying that, "His opening bid was higher than your opening bid." So saying he was going to go to that point, assuring us that he wanted the house for that amount. And that -- she explained that his paperwork was in order and he had it in on time and it was their mistake that they didn't let him bid.
Q It was whose mistake?
A The auction company -- or Grand Estates should have let him bid, that his paperwork was in on time.
Q So your understanding, then, was that Grand Estates had made a mistake?
A Yes.
Q Okay. And you were not given a chance to outbid his --
A No.

Q -- $2 million bid?
A No.
Q Okay. Who else was there when this conversation was going on?
A It was all of us in the room. It was my husband, Stacy, Bill Higgins -- I don't know her name; there was a -- a girl that was, I think, the assistant to Stacy, and there was a guy there. I don't know his name. But it was that guy that was there the day before -- the preview, but --
Q I got you.
A -- I don't think I ever knew his name.
Q Was a gentleman named Frankie Thomas there?
A If so, I don't even know that name.
Q Okay. The only people that you know by name that were there were you, your husband, Stacy, Bill Higgins, and Nancy Cerra?
A Yes. And Nancy as well. Yes.
Q Okay. Anybody else that you can think of?
A Not that was in that room that I know or remember.
Q Was it a closed door?
A No. The door was open where you could walk in; it was a smaller parlor room with a -- you know, a desk set up in there. But the door was open where people could freely come and go. And there was

commotion behind me because of where I was sitting.
Q Was there any attempt by anyone to keep the conversation private?
A Not to my knowledge. Nobody said, "Shut the door," or "Let's -- let's" -- I mean, I think for the most part everybody that was involved was in that room. I don't think random people were just walking in.
Q And so far you've told me what Stacy said and that you asked questions. Do you recall your husband saying anything during that conference?
A "They outbid us; we lost. Then, just give it to them," you know.
Q Okay.
A I think he was a little perturbed at this point.
Q Anything else that you can recall him saying?
A I think I said to him, "Maybe it just wasn't meant to be. This wasn't our plan. We owned a house for a minute and now we don't, so we'll move on."
Q Okay. Did Bill Higgins say anything during the conversation?
A I think he looked just upset. He looked distressed because, I think, either Nancy was talking to him -- maybe Jim talked to him about what had happened, and he was like, "I" -- you know, just -- I mean, if he said anything relevant, I don't remember --

that was from Charleston.
Q Okay. And you don't recall any other conversations?
A That's it.
Q Okay. And you didn't have a conversation with Jane Page Thompson after that?
A No.
Q Okay.
A Never about this.
Q All right. And when was the next time anything regarding The Balcony came up to -- for you?
A The newspaper called me and asked me for my comments on what happened.
Q When did the newspaper call you?
A I don't know the exact date. A few days after -- the next day after, maybe.
Q And what did the newspaper say to you?
A He just wanted to know what had happened. He, pretty much, already had his side of the story. I just tried to set him straight because there was rumor and speculation about what had happened.
Q What did you say to him?
A I think everything I said -- minus a few things and mistakes -- they had put in the paper was pretty much accurate.

Q Did you tell him that you were expecting an opportunity to bid -- to outbid the -- the person who had supposedly been forced out of the auction?
A I think that might have come when we found out that somebody other than this mysterious bidder didn't purchase the property.
Q Okay. When did you find out that -- that -- the -- the person who was forced out of the auction did not purchase the property?
A When I read it online. I don't know if it was a day later or a week later -- a couple weeks later. I'm not sure the exact day. Just reading online about Stacy Kirk and the Davises became fast friends at a fox hunt, and they were purchasing The Balcony. I think that was just under, like, a Google search when I was looking up information on it.
Q And had you ever met the Davises?
A No.
Q Have you -- so you never had a conversation with them before?
A I've never met them, no.
Q Okay. Do you recall anything else that you said to the Aiken newspaper?
A I pretty much just told him what had happened that

day. I just -- he had the whole story; I just made sure our names were clear about what happened.

Q How do you mean you made sure your names were clear?

A He was saying that it was rumored that we didn't have the money to make the purchase, that's what made the auction void. Because nobody really knew unless they were there, and everybody was kind of tight-lipped about what had happened. And that was not the case at all, so I, you know, made that known that that was not the case.

Q Okay. Anything else that you can recall telling the Aiken newspaper?

A Not that was different from anything we've discussed.

Q And -- and I've been saying -- excuse me -- "Aiken Newspaper," but --

A Aiken Standard.

Q Aiken Standard?

A Uh-huh.

Q Is that the only publication that you spoke with?

A Correct.

Q Okay. After the auction, did you ever have any -- after the auction day, did you have any other conversations with Stacy Kirk?

A Myself, I've never spoke to her again.
Q When -- when you found out that -- that the bidder who had been -- had not been allowed to bid did not purchase the property, did you call Grand Estates Auction Company?
A No.
Q Did your husband call Grand Estates Auction Company?
A I can't speak for him, but I don't know if he tried.
Q Okay. Did you expect them to call you?
A I would've expected for them to say -- for them to call everybody in that auction room and say, "Hey. This is another opportunity. Have your finances changed? Or what do you want to do?" I mean, "They didn't buy it. Would you still like it at the 1.875?" I think that should've -- would've been fair.
Q Did you call them back and -- and -- or are you aware --
A It had already --
Q -- of anyone --
A I didn't know this till the Davises had already bought the house.
Q Okay.

until 10:56 a.m.)

THE EXAMINATION BY MR. TAYLOR CONTINUES.

Q Before we went off the record, I was asking you what you know about Desiree Watson. Is there anything else that you know about her from your own personal knowledge?

A I wasn't sure that was her last name.

Q Okay.

A So. I did see an e-mail, I want to say, she wrote to Stacy/Valerie -- I don't know everybody's names. I -- I'm sorry.

Q Okay.

A -- just saying that she left the company and, you know -- I don't know how elaborate you want. I saw the e-mail that she wrote. So everything that's in that e-mail I've seen, but I haven't discussed that or I don't know Valerie. I've never talked to her or met her.

Q And you've never talked to -- to Ms. Watson -- Desiree Watson?

A No.

Q After the auction day, did you ever have any conversations by someone named Bill Higgins?

A I've never spoken to him after that day.

Q Okay. Do you know anyone by the name of Barbara

Q What are those?
A Because it's a perfect location to downtown. We've talked about, you know, having our kids right downtown at that school and where downtown shopping and eating is perfect to -- to live in. It's a great house.
Q Okay. Are there any other damages that you're aware of?
A No.
Q Okay. I think you told me a moment ago that you've never spoken with Val Devine; is that --
A Correct.
Q -- accurate?
Do you know who she is?
A Yes.
Q Who is she?
A I believe she is the owner of Grand Estates and the 4 -- or the property -- the -- the 3 Ks or 4 Ks, one D; she's the head honcho.
Q Okay.
A She's the mother.
Q And -- and she's the mother of who?
A The Kirks, Stacy.
Q Okay. And you named her individually in -- in this lawsuit. Do you know why she was named

We, ~~James~~ Melissa Oremus hereby agree to release seller from all obligations of selling us property located at 836 Whiskey Road, Aiken, SC that sold to us at Absolute Auction on February 9th, 2010. We forfeit all right & claim to the property. We also hereby release Grand Estates Auction Co. from all claim rights for any actions performed.

Melissa Lackey Oremus 2/9/2010

James Oremus 2.9.2010

William G. Higgins 2/9/10

DEFENDANT'S EXHIBIT
ORE MUS 2
8-8-13 KT

DEFENDANT'S EXHIBIT
LACKEY-OREMUS 1
8-8-13 KT

Oremus v. 4K&D Corp., et al
Grand Estates Defendants_002033

I/We, James + Melissa Oremus release Grand Estates Auction, The Auctioneer + The real estate broker for any claim for damages monetary or otherwise ~~for the release~~ regarding the auction sale of 836 Whiskey Road, Aiken, SC.

James Oremus 2-9-10

Melissa Lackey Oremus 2/9/10

Witness Nancy Cessa

Witness William A. Higgins

Lennon Dunne [illegible]

DEFENDANT'S EXHIBIT
OREMUS 1
8-8-13 KT
PENGAD 800-631-6989

DEFENDANT'S EXHIBIT
[illegible]
8-8-13 KT
PENGAD 800-631-6989

Oremus v. 4K&D Corp., et al
Grand Estates Defendants_002035

A But she remembers stuff better than I do.
Q Okay. And who was the auctioneer?
A His name was Bill Higgins.
Q Do you know Bill Higgins?
A No. Just that he was the auctioneer.
Q And you'd never met him --
A No.
Q -- prior to the auction? Okay.

And do you -- do you remember how the auction started?

A How it started?
Q Yes.
A I remember them saying that there was -- there was some commotion going on. If you could picture this room being sort of like this room here, and the entrance was -- would've been to my right to get into this room. This would've been maybe, like, their main ballroom or dining room or something. And there was people, kind of, walking around in the entrance there, and Stacy was in and -- was in and out a few -- a few times.

And then I don't remember -- I don't want to misrepresent myself. It seems to me I remember her saying something about there being a person that they had to ask to leave. And then -- then the --

that was it. That was the end of that conversation and the auction started.

Q And she told that to you or to -- ?

A Well, to the group. To the room.

Q Okay. And did -- and had you had any conversations with her at this point?

A No. No.

Q You -- you'd never talk -- talked to Stacy?

A No. I'm not sure that we knew who Stacy was until she started to speak up a little bit more as the auction was going on. And then we were able to figure out that, you know, she must've been somebody important.

Q Okay. And, once the auction went underway, do you remember who made the first bid?

A No. I -- I -- I don't know any of the names of anybody that -- that bid. The only person, as was mentioned before, was this Jane Page Thompson. And I'm not sure, but I don't think I remember her ever bidding. So, like I said, if she didn't bid, then I don't know anybody else who bid.

Q Okay. And were you the one actually doing the bidding, or was it your wife?

A No. She -- she held the paddle.

Q Okay.

A It's a wife thing.
Q I can -- I can understand that.
And, during the auction, do you recall anyone soliciting bids other than Bill Higgins?
A Yes. Stacy did.
Q Okay. Anyone else?
A This Mark character, he came up to me, I remember, at one point, and started rubbing my shoulders like, "Come on, buddy. You can do it. You can do it," you know. Except -- you know, that's what they're there for.
Q Right.
A You know, to get -- you know, to get people --
Q Sure.
A -- you know, pumped up.
Q Okay. And -- and do you remember any bidders speaking up during the auction?
A No.
Q Okay. Do you remember your wife speaking up during the auction?
A No.
Q Okay.
A Maybe to me, in a whisper, but not speaking, you know, up louder than a whisper.
Q She didn't say anything to encourage other people

to bid?
A Oh, no. No.
Q Okay. And --
A And we didn't want anybody else to bid. We wanted to get it as cheap as we could.
Q All right. And after -- and you were the winning -- the high bid?
A Yes.
Q And what was the amount of that bid?
A 1,875,000.
Q Okay. And do you recall what happened immediately after the gavel went down?
A Right after the gavel went down, I remember standing up and chatting it up with some -- with some folks, you know, "Congratulations," this and that. And then we went outside to, sort of, high-five each other, I guess, and, you know, just to kind of -- "Can you believe that this just happened?"

And then I went to walk back inside, and standing in the doorway was -- Nancy Cerra and Stacy Kirk were talking. And I said something like -- I'm sorry. Do you --
Q I --
A -- want to say something?

Q Who else was there?
A I think, when we first walked out, Nancy was part of our three-ring circus. And then Nancy, then, walked back into the house, and then it was just Melissa and I. And, if anybody else came up to us and said, "Congratulations. Wow," anything like that, I don't recall that, honestly. It was a pretty euphoric moment, to be honest with you, so I'm not really aware of what -- anything else was going on, you know, around, besides Melissa and I.
Q Okay.
A Until what happened next.
Q All right. What happened next?
A Well, then what happened next was -- what I was starting to say was -- is: I walked back into the house, and the two women, Nancy Cerra and Stacy Kirk, were talking almost right in the threshold of the doorway. And I think I almost remember saying something like, "Okay. Let's go sign the papers, and tell me where to wire transfer the money."

And it was one of the two women said, "There's a problem."

"Really. What's the -- what's the problem?"

And "The problem is that . . ." This -- at this point, it had to have been Stacy that would've

said this. "Remember the guy in the beginning of the auction that we didn't allow in? Well, turns out, we should have, that his paperwork had been -- had been proper, and we should not have excluded him from the bid. And worst -- more worse than that is -- is that his bid," which everybody had to have an opening bid on -- you know, documented on paper. "His opening bid was $2 million. And the homeowner is furious."

I don't think Melissa remembered -- well, she actually hadn't heard this. "The homeowner is furious; the buyer is furious, and they're both threatening to sue."

And should I stop, or do you want me to just keep --

Q No.

A -- going?

Q Keep going.

A Keep going? "They're both threatening to sue."

Well, I looked at -- I looked at Stacy and -- and I felt for her. I'm not just making this up when I say that -- maybe it's a guy thing, you know, with a -- you know, with a female-type thing. You know, but I -- I mean, I -- I felt for her. I mean, you know, somebody's threatening -- not just

one person, but two people are threatening to sue and that you -- you screwed up, and you didn't let somebody in.

I can appreciate that. I've messed up things in my life, and this was -- it was like, "Okay. This person outbid us. We understand that. That's fine. Let's just let him -- let him have the house. He -- he outbid us."

Q And that's what you said to her?

A That's what I said to Stacy.

Q Okay. And then what happened?

A At that point, Melissa had come up, and this is why maybe Melissa is not as on this as I was because I had that initial conversation.

At that point, Melissa comes up. I break the news to her that, you know, in an instant, this thing went from good to bad. We went in the office and, kind of, went -- you know, ginned over this thing some more. And Stacy, having a fairly frantic look on her face, I said -- or she said -- I'm sure -- I'm sure it had to have been her, "Why don't we -- why don't we make up a release and release your -- we could release your bid."

And she got on the phone with somebody from corporate. I guess, an attorney. And they

dictated this to her. I remember her with her cell phone and writing all of this out. And we did the first one, and then we did the second one that covered for Bill -- Bill Higgins.

Q Okay.

A The release.

Q All right. And who else was there when this was going on?

A Well, Stacy stayed at the desk; Melissa and I were here; Nancy stood, like, in a corner; Bill Higgins was, like, over here, I believe. I -- seems like I remember him off to my right in back of me. And there was a -- a -- another younger lady that was off to my left, I think. But it was -- it -- this was not dictated to the -- the young lady. Stacy wrote -- this is Stacy's handwriting.

Q And you're referring to the releases?

A Correct.

Q Both releases? Okay. And -- and if I could hold those real quick.

I'm going to show you what's been marked, first, as Defendants' Exhibit 2. It has two exhibits tickets on it -- exhibit stickers on here. One was from your wife's deposition, but . . .

Is that -- is that the release that you signed

-- that the first release that you signed, excuse me?

A Yes. I would -- I would say so.

Q And is that your signature there at the bottom of that --

A It is.

Q -- document? Okay.

And I'm showing you, now, what's marked as Defendants' Exhibit 2. It's also marked 1 from your wife's deposition. If you could look at that document.

Is that the second release that you signed?

A Yeah. The real estate auction -- oh, yeah, auctioneer. Yes. Yeah. That's -- that's my --

Q And -- and what was the purpose of the second release, in your mind?

A I believe the second release was to take Bill Higgins -- release him from any action --

Q And did --

A -- legal action.

Q -- did y'all discuss those releases before you signed them?

A We did.

Q And did you read them before you signed them?

A We did.

Q And do you feel like you understood what they meant before you signed them?
A We did.
Q Okay. You told me a moment ago that, when Stacy came to you and telling -- was telling you what had transpired, that you felt sympathetic for her -- or -- or --
A Yes.
Q -- something to that effect? Okay.
What particularly did she say that -- that you relied on in executing those documents?
A I'm sorry. Say that again.
Q What -- what specifically did -- did she say that you relied on when you signed those two documents?
A That I relied on? In other words -- not putting words in your mouth, but what reasoning -- what was the biggest reason why we --
Q What --
A -- signed these?
Q What was the reason --
A What would make --
Q That's -- that's fair.
A Good. Okay. I would say the biggest -- it really is two. One, the man outbid us. And why are we going to cause Grand Estates harm and let them get

sued by multiple people for a bid that we're not going to -- we weren't going higher than 1,875,000. That's high. They have a bid of $2 million. Why are we -- why are we going to hold them up when we're not going to go any higher? I -- I don't -- I don't think that that's right.

Q Okay.

A So, sure. If we could accommodate the Kirks -- and we didn't know them from Adam, by the way. I'm going to do this for anybody -- anybody in this room. I -- well, I'm not going to cause anybody harm just -- you know, why? Because I've got some ego or whatever? No. We're -- we'll sign it. Sure.

Q Okay. So -- so I -- I'm -- I'm -- make sure I'm clear. The first reason was the other bidder?

A Correct.

Q The second reason was you -- you felt bad for --

A Yeah. I felt bad for --

Q -- Ms. Kirk?

A -- for Stacy, sure.

Q Okay. What if she had just said to you, "I totally screwed up this auction. Will you sign releases for the property?" Would you have signed it then?

A In -- in -- without being -- the threats of being

sued and things like that -- that if she --
Q Well, if she had just come to you and said these precise words: "Mr. Oremus, I really screwed up this auction, and there could be some lawsuits because of it. Will you sign these releases?"
A If there could be -- you know, you've got to be clear because --
Q No.
A -- if you --
Q That --
A -- said, "There could be" --
Q There could be.
A -- "some lawsuits," no. We wouldn't have signed.
Q Okay. But, if she had said "We really screwed up. There will be lawsuits," would you have signed them?
A I still don't think we would have signed it. The sympathy thing is -- is one thing, but it's -- there still was the fact that we were outbid. That was really -- that's the driver. We're -- you know, we're -- we were outbid.

The fact that somebody screwed up, no. I -- I don't think so. I'm not saying that we might not have signed it later under, maybe, some pressure or whatever. But not there -- not there on the spot.

So right there on the spot, did you feel like you could've said, "No. I'm not signing them. I want the contract, and I want the house"?

A Could I have?

Q Could you have?

A Yeah. Absolutely. We -- we were not forced to -- to sign these documents.

Q Well, why didn't -- why didn't you just say, "I want my property for 1.875"?

A Because I don't think we're that kind of people. I don't -- I don't consider us sharks. We came to the auction thinking -- looking for a deal. This is -- this is what I do. I -- just to clarify, I -- I -- we're 50-50 partners, but I'm probably 95 percent of the business, as far as, you know, I funded the -- funded the business. I run the business. The -- all of them, actually, except for her pottery studio. So this is what I do. I look for opportunities to find deals. And -- and we -- this looked like it was going to be -- this was going to be a great deal.

And I -- and I -- now, I've rambled. Now, I forget exactly what your question was, so I can get to the point.

Q Well -- well, I think that you said that you felt

like, at that point, you could've gotten the property for 1.875?
A Yeah. Oh --
Q But you didn't --
A Okay. That's right. And -- and so that was -- that was great. But, at the same time -- that was a great deal at 1.875 but as the -- as the ticker kept going higher and higher and higher, the deal wasn't -- remember that we had already been in post-crash -- you know, post-crash real estate, so, yes. This was still a hell of a deal, but nobody knew exactly when the market was coming back. So, you know, I felt pretty good with that bid at a million eight.
Q But you didn't feel so good about it to enforce it?
A Not when somebody's saying that they're going to get sued by multiple people.
Q But she never said you're going to get sued, did she?
A No. She didn't say we were going to get sued, but she did say she was going to get sued. And why put somebody through that? We weren't going any higher.
Q So you didn't want to put her through the lawsuit?
A Yeah. Why -- why cause her that pain that now

she's experiencing because of, you know, lying.
Q Okay. You also heard, during your wife's deposition, that she thought y'all could use this for a bed and breakfast or some kind of event destination. Had y'all talked about that during the auction?
A Well, we talked about that. That was -- that's my wife's passion -- is that kind of stuff. We've had weddings at our house and, you know, parties and things like that for -- for people outside of our family. That wasn't -- that wasn't my thinking. My -- I'm an investor. I've recently made a -- a really large transaction here right down the road from here and -- for almost a similar amount of money. And this is what -- this is what I do. I look for deals.

If we could've used it for a bed and breakfast while we were waiting for the market to -- to come back up to sell it, to live in it, and maybe we -- you know, we were just finishing up a house, you know, at the Farmstead subdivision. Maybe we could've made a profit over there for a brand new house, you know, maybe made some money there. Lived in the house -- you know, The Balcony house, made a little money there. This is -- this is just

what I -- this is just what I do. And this was the best opportunity since the deal that I made down the road over here with Mead Hall School. This -- that had been the best opportunity for a good deal in Aiken.

Q What I'm asking you, specifically, though, is -- is what you and your wife talked about using the property for.

A Her -- well, I talked about wanting to use it as an investment property to -- to eventually sell it for a profit. Her idea was the bed and breakfast thing. But, in my mind, the bed and breakfast would only have been something to maybe make -- generate a little income until the day we turn around and the market comes back and we sell it for 3 or 3 1/2 million.

Q Okay. After you signed those two releases, what -- what did you do next?

A After we signed those?

Q After you signed those.

A Shook hands and left.

Q Okay. Were -- were -- did you express any relief to Stacy Kirk or Nancy Cerra for not -- not -- not having to go forward with the sale -- or the purchase of the property?

A No. Not -- not relief. No. I -- I -- no.
Q But were -- did you appear distressed?
A Distressed, as if we had been hoodooed or -- or --
Q Right.
A No. I -- I don't think so. I mean, you know, I -- I go through life believing people, so, no. I don't think I would seem distressed at that time. It seemed like everything was above board.
Q Were you smiling?
A Oh, I don't know. I'm a happy guy. I -- I might've. I don't know.
Q Okay. And then, after you left, what was the next you heard about the -- the -- The Balcony?
A Well, first I called -- I did call -- or the next I heard about The Balcony, let me tell you. That happened at two o'clock. By five, man, the -- the chatter was all over the place. By the next day, already it -- there was the feeling that things weren't quite right. I called Stacy, and those were my exact words on her voice mail: "Stacy, Jim Oremus. I would really appreciate a phone call back. Something just doesn't seem right here. I'd appreciate a phone call back." And then that was -- that was it. She didn't return the -- the phone call.

And then things were quiet for a while, and then the next -- then there was a -- a newspaper article that came out that my wife had referenced in her deposition. I don't remember much of the -- the details. She was the one who actually spoke to the newspaper, but, at that point, I believe -- see, there was two different articles about -- about this, and I don't remember what that first article even said anymore, to be honest with you.

Q Okay.

A And then the next article was more about what -- what was happening with -- with us, you know, as far as our concerns and all. But I don't think there was really anything else until after the -- the house had been sold.

Q Okay.

A That was -- when the -- when the house -- when the house was sold and we found out that it was to somebody else other than the -- the -- this -- this person that supposedly was a $2 million bidder, that's when -- that's when we --

Q Was that the first time you had learned that -- that the -- the $2 million bidder was not actually buying the property?

A Correct.

Q Okay. And approximately when was that?
A I'm not good. A few weeks. I know it sold fairly quickly after the auction, but I -- I can't tell you exactly when -- when that was. Less than a month?
Q Okay. Was that -- was that before or after you started lawyer shopping?
A I can't tell you that.
MR. BRAITHWAITE: Object to the form.
A I -- I don't -- I don't know. Lawyer shopping.
Q That -- that might not have been the best choice of words. Looking for a lawyer. Retaining a lawyer.
Have you ever, after the auction day, had any conversations with Stacy Kirk?
A No.
Q Did you ever call her to express any interest in -- in purchasing the -- The Balcony after auction day?
A I -- no. I took her non-response from my one voice mail -- I heard her non-response loud and clear. She wasn't -- she wasn't talking and -- no. So I did not reach out to her again after that.
Q Okay. And you didn't reach out to anyone else at Grand Estates after the --
A No.
Q Okay. Have you ever spoken with someone by the

such a low amount of money.
Q That's what you think?
A That's what I think.
Q Something bad for Grand Estates?
A Something bad for Grand Estates.
Q What -- what if -- what if -- what if there was nothing bad for Grand Estates?
A I don't think you can ask me that because, in my mind, something bad is going to happen. So I can't -- I can't make up something that I don't -- you know, don't --
Q I'm not asking you --
A Yeah.
Q -- to make up. My question initially was: Why do you think they did this? And your testimony was that something bad was going to happen to --
A Yeah.
Q -- them. And I'm telling you, if we suppose that nothing bad was going to happen to them, why would they do this?
A I -- I just don't have an answer for that.
Q Okay. Is it fair to say that you are familiar with the auction process?
A Yeah, I think. Familiar enough.
Q Do you know Valeria Devine?

A I know who she is, but, no, I -- I don't know her.
Q Have you ever spoken to her?
A No.
Q Now, you are aware that you have named her individually in this lawsuit?
A Correct.
Q What's the reason for that?
A She's the owner of the company.
Q Is that the only reason?
A I -- yeah. I -- I think so. I mean, what other reason would there be?
Q Do you know Scott Kirk?
A No. I know of him, but I -- I don't know him.
Q Do you know what his role is with Grand Estates Auction Company?
A I know he's a director in the company.
Q Was he at the auction --
A I --
Q -- of The Balcony?
A I don't know.
Q You named him individually in this lawsuit. Do you know why you named him?
A Because he's a director in the company.
Q It's not because he's the son of Val Devine?
A No. I -- it could be anybody. If he's a director

I/We, James + Melissa Oremus release Grand Estates Auction, The Auctioneer + The real estate broker for any claim for damages monetary or otherwise ~~for the release~~ regarding the auction sale of 836 Whiskey Road, Aiken, SC.

James Oremus 2.9.10

Melissa Lackey Oremus 2/9/10

Witness Nancy Cessa

Witness William A. Higgins

DEFENDANT'S EXHIBIT OREMUS 1 8-8-13 KT

DEFENDANT'S EXHIBIT LACKEY-OREMUS 2. 8-8-13 KT

Oremus v. 4K&D Corp., et al
Grand Estates Defendants_002035

We, James ~~Jeboro~~ & Melissa Oremus hereby agree to release seller from all obligations of selling us property located at 836 Whiskey Road, Aiken, SC that sold to us at Absolute Auction on February 9th, 2010. We forfeit all right & claim to the property. We also hereby release Grand Estates Auction Co. from all claim rights for any actions performed.

Melissa Lackey Oremus 2/9/2010

James Oremus 2-9-2010

William A. Higgins 2/9/10

DEFENDANT'S EXHIBIT
OREMUS 2
8-8-13 KT

DEFENDANT'S EXHIBIT
LACKEY-OREMUS 1
8-8-13 KT

Oremus v. 4K&D Corp., et al
Grand Estates Defendants_002033

started after Best Rate Mortgage?
A Yes.
Q Okay. And when was that started?
A Nine -- wait a minute. Let me see. July of 1999.
Q All right. And besides yourself, were there any other owners?
A Well, it's a corporation.
Q I understand. Who owned the -- the shares to Grand Estates Auction Company?
A I hold all the voting shares.
Q Okay. Did anybody else have an ownership interest in 1999 when you started Grand Estates Auction Company?
A I don't know.
Q Okay. As far as Grand Estates Auction Company is concerned, what is the relationship of Grand Estates to 4K&D Corp.?
A Well, Grand Estates is 4K&D. It's 4K&D Corp., d/b/a --
Q -- d/b/a Grand --
A -- Grand Estates Auction Company.
Q That's what I was trying to find out yesterday. And you heard --
A She doesn't know.
Q All right. So, did it start out as 4K&D?

your 401(k).

A The individual?

Q Yes, ma'am. Is there an individual?

A No. It's a company.

Q Well, I know you told me about EverBank. Okay, but is there an individual -- individual that you work with?

A No. There's a company.

Q Okay. Who's the company? I may be mistaken about EverBank. I think you indicated that's who you had your . . .

A Wait, I'm trying to think -- ExpertPlan.

Q And where they out of?

A I don't know, sir. I mean it's on the Internet. You know, ExpertPlan.com.

Q All right. Let me ask you from the standpoint of your association with Grand Estates, how would you describe your association with them at this time?

A I'm the CEO.

Q Okay. How -- how would you describe your duties for Grand Estates?

A Well, my role is very limited today. I deal with lawyers, accountants, future business planning, benefit programs, and that's about it.

Q All right. And how about the day-to-day running of

the business of Grand Estates?
A No. I'm not involved in that at all.
Q Okay. For how long has that been the case?
A Since about 2007.
Q All right. So you weren't involved --
A 2008.
Q -- in the day-to-day running of the business in 2010?
A No, sir.
Q Okay.
A No. I was not.
Q And you weren't involved in the day-to-day running of the business with respect to anything having to do with the sale of the balcony?
A Oh, no. Not at all.
Q Not at all.
A Not at all.
Q All right. You were present for your daughter's testimony yesterday, correct?
A Yes. I was.
Q And you heard her discuss several telephone calls that you had with her before the auction took place and after the auction took place; is that correct?
A After, yes. Before, I don't know.
Q Well, let me see if I can refresh your

recollection.

Do you recall having a conversation prior to the start of the auction with your daughter or -- or with Bill Higgins about the auction?

A Bill Higgins definitely, yes.

Q Okay. Tell me about your conversation with Bill Higgins.

A Bill Higgins called me up. He wanted to know about registering a bidder as both an LLC and an individual.

Q That had been Jane Page Thompson?

A Yes.

Q Okay. About what time -- how -- how much time prior to the start of the auction did that phone call take place?

A I have no idea.

Q Okay. All right. And you made a decision in terms of whether she should be permitted to register in that dual capacity?

A No, sir. I did not make the decision.

Q You didn't?

A No, sir.

Q You didn't tell Bill Higgins what to do?

A Not at that time.

Q Did you ever tell him what to do as far as that --

that question regarding Jane Page Thompson came up?
A No. I only relayed what the seller told me to tell him.
Q Okay. And "the seller" being Mr. Karl Hirschhorn?
A That's correct.
Q All right. So you discussed this with him prior to the auction?
A Yes.
Q Okay. And would that have been the morning of the auction?
A I don't know what the time was, sir.
Q All right. So when Bill Higgins called you, you then called the seller; is that your testimony?
A Yes, sir.
Q Okay. And you asked him what to do about it?
A That's correct.
Q Okay. And what did he tell you to tell Bill Higgins?
A He wanted to know the names of the members of the LLC.
Q All right. And did that get communicated --
A What?
Q -- to the seller? The names of the members of the LLC.
A Yes.

Q Okay. So you went back to Bill Higgins, told him to find out that information, correct?
A (Nods head up and down.)
Q And he then talked with Jane Page Thompson, too; is that what he told you he did?
A I don't remember if Jane Page got on the phone and gave -- told me or if Bill Higgins relayed it to me. But the names were given to me.
Q All right. And those were communicated to Mr. Hirschhorn?
A Correct.
Q All right. And one of those names of the members of the LLC was Mr. Updyke, correct?
A I have no idea.
Q All right. You were here yesterday when I -- when we talked about Stacy's note that was put into the database. What do you call it? SLX or something like that?
A I don't deal with that. I don't know.
Q You don't know. But you heard her talking about the fact that there was a note there where the question was raised as to whether Jane Page Thompson and Courtney Conger were trying to collude to push the price of the auction.
A I don't know anything about that.

Q Okay. So you never had any decision with your daughter in that regard?
A No. Yesterday was the first I heard of that.
Q Okay. All right. But you heard your daughter testify that she instructed Bill Higgins to call you regarding that question; is that correct?
A That's correct.
Q All right. And you were the principal point of communication on the day of the auction with Mr. Hirschhorn, correct?
A That's correct.
Q All right. And how many conversations did you have with Mr. Hirschhorn on the day of the auction?
A I have no recollection without looking at the phone bill.
Q All right. Well, I have been given a portion of the phone bill. But it doesn't start on the day of the -- what you-all produced was several days after the auction. You produced two pages of a bill from Comporium and also Stacy's bill. Do you have your telephone records from that time?
A No, sir.
Q Have you requested them?
A Which phone bills?
Q Your cell phone bills that you would've been --

what phone would you have been communicating with Mr. Hirschhorn on?

A I was using both phones. My home phone and my cell phone.

Q And you were in Florida at the time?

A Yes, sir.

Q All right. Okay. Did you ever ask Mr. Hirschhorn, that day, whether he wanted to proceed with the auction?

A Yes.

Q And he indicated that he did?

A Yes.

Q And how many bidders did you tell him you had at that point?

A I -- I -- I didn't tell him about any bidders. That's not my role.

Q Okay.

A I had nothing to do with that.

Q All right. Prior to the auction that day, you had a telephone call to find out has -- I take it, it's standard practice to ask the seller if he wants to proceed on the day of the auction with the auction?

A I'm not involved in that. I didn't have -- I would have no involvement in that whatsoever.

Q Well, you -- you made that phone call on that

particular day, didn't you?
A Which day?
Q The day of the auction to Mr. Hirschhorn to ask him if we wanted to proceed.
A No.
Q Okay. So how did that telephone call --
A It wasn't a telephone call.
Q -- take place? Okay. What was it?
A Mr. Hirschhorn texted me, saying to go forward.
Q All right. And why did he text you?
A I don't know. I don't recall, you know, why.
Q How did he have your -- because that would've had to have been a cell phone number, correct?
A Yes.
Q Okay. Why -- why would he be calling your cell phone number, if you didn't have anything to do with the auction?
A I don't know if they didn't have cell reception -- you know, I -- I can't guess. I don't know why. But I -- I do know it was me that received the text. I have no idea. I, you know -- I mean I knew at the time. But I don't know now.
Q All right.
A Because I was not involved at all, you know, prior to that day.

you may or may not have had with your daughter about whatever Jane Page Thompson had said? Did the conversation with you and Stacy end at that point?

A No.

Q Okay. All right. Tell me about the balance of the conversation, then. What happened next in the conversation?

A Somebody came up and gave her paperwork.

Q While you were still on the phone with her?

A While I was still on the phone her.

Q Okay. And what was the paperwork?

A Paperwork from whoever this bidder was that she had excluded.

Q Okay. All right. And was there conversation about the paperwork?

A Yes. She didn't know what had happened and I didn't know what had happened.

Q Tell me about the conversation about the paperwork --

A I don't recall.

Q -- in -- in -- in specificity with --

A I can't. I -- I don't recall.

Q You don't?

A No. I do not recall at that time.

Q Did you tell your daughter that she needed -- that that was big trouble and that she should've allowed this gentleman to bid?
A If he was properly registered, yes.
Q Do you know whether he was properly registered?
A Not at that time.
Q Did you tell your daughter he was properly registered?
A Well, no. I just said I didn't know if he was properly registered.
Q Okay.
A But if --
Q Did she -- did she -- did she tell you he was properly registered? Talking about Stacy.
A I don't recall. I don't recall.
Q Okay. Did you tell her to do anything with respect to trying to nullify the outcome of the auction in favor of the Oremuses?
A No.
Q After that -- after that conversation that you had with your daughter.
A During that conversation?
Q Yes, ma'am.
A No.
Q Okay. Did you, at any time, tell your daughter to

approach Jim Oremus and ask him to withdraw his bid?

A No.

Q So she did that on her own, is your testimony?

A No.

Q That's not your testimony?

A No.

Q Okay. So under whose direction did she do that?

A Do what?

Q Approach Jim Oremus and ask him to withdraw his bid.

A It's the way you're wording the question. I have to say no.

Q You don't know if she was operating under anyone else's direction when she approached Jim Oremus and said, "We have a big problem"? And asked him if he would withdraw his bid.

A I asked her to do that.

Q You did. Okay.

A The way you just stated it. Not --

Q Okay.

A -- the way you stated it before.

Q Okay. And why did you ask her to do that?

A Not at that time.

Q But you did tell her, prior to the time, that she

Q Okay. Did you ask her when it -- if there was any indications of when that paperwork was sent?
A I would think so. Yes.
Q Okay. What did she tell you?
A She would have read to me what was on the top of the paperwork, the time stamps.
Q Okay. And, to your recollection, what did the time stamps say?
A To the best of my recollection, it was 2:08.
Q Okay. And tell me about your -- what -- your conversation with your daughter from that point on after she told you about the date stamp that was on the paperwork.
A She told me that she had kept out a bidder because she didn't have the registration paperwork.
Q Right.
A And then -- now she's got this paperwork in her hand, and she's stating that she believes she may have left out a properly registered bidder, that this person -- you know, it appears now that they may have had their paperwork in on time; she wasn't sure. I -- I don't recall.
Q Okay. And after she told you that she may have kept out a properly registered bidder, what did you say to her?

A I don't know if that's when I called Rich Koch.
Q And I don't want to know about your conversation with Rich Koch, okay?
A I understand.
Q Did you --
A Let me --
Q -- get off the phone with her?
A Let me think. Let me think for a minute.
Q Okay.
A Okay. I don't recall. Okay. Go ahead.
Q All right. Did you give any advice, suggestions, or instructions to your daughter upon learning that she may have kept out -- when she told you that she may have kept out a proper bidder?
A Not at that time.
Q Okay. During the course of that particular telephone conversation, did you give her any suggestions or direction in that telephone conversation?
A No. I just stated that we have a really big problem. If this person was properly registered, we have a really big problem.
Q Okay. And then what happened from your end?
A I called the attorney.
Q Okay. And then what did you do?

A I believe I called Stacy back, and Stacy told me that she wasn't sure that this bidder really wanted this property.
Q And tell me, did she tell you what led her to conclude that?
A Yes.
Q Okay. What was that?
A She told me that this buyer was building another house in Aiken at a certain large sum of money and that they had not really intended on winning this auction. And she wasn't sure how much they really wanted this property.
Q All right. Let me stop you there. Did she tell you that she had been told that by Jim Oremus?
A I don't recall.
Q Where -- she did not share with you the source of her information --
A I don't recall.
Q -- in that regard?
A I don't recall. I don't remember.
Q Okay. All right. Did she tell you that she had already talked to Jim Oremus since your -- since your last conversation when you told her that if she had turned away a properly registered bidder that it was a really big problem?

Q Okay.
A Okay? Then I had another conversation with Stacy.
Q And tell me about that conversation.
A I asked Stacy if she thought he would be willing to sign releases.
Q Had she told you that he was willing to not go forward with the sale?
A No, sir. She -- she wasn't even thinking in that direction. That -- we were concerned about the fact that we had kept out a properly registered bidder and that -- I said to Stacy, "This is a really big problem if we've kept out a registered bidder." I explained to her that the reason this could be a really big problem is, is that bidder could sue us because they would've had a right to bid. We have no idea what this bidder wants to bid -- whether he wants to bid a dollar or whether he wants to bid 20 million. We don't have a clue. All we know is, is that if it was the fact that he was going to be willing to spend more money than this bidder had spent, okay? -- then the seller could sue us --
Q Uh-huh.
A -- for preventing this buyer. This was my conversation with Stacy. Instead of us playing all

these guessing games where you guess, I'll just tell you. The conversation was, "Stacy, we got a problem because the seller could sue us if this guy was willing to pay more; the buyer could sue us if he was willing to pay more, so just go find out if this -- since you believe that this buyer doesn't really want this property" --

Q Did you tell her to do that?

A I said, "Go find out" --

Q Uh-huh.

A I'm telling you what I said.

Q Okay.

A I said, "Go find out if he would be willing to sign releases."

Q Just a moment ago you said, "Go find out if he's really interested in buying this property," correct?

A That -- that is correct. And if --

Q Is that what --

A -- he'd be willing --

Q -- you told your daughter?

A If he would be willing to sign releases. If he's not interested in buying this property, see if he'd be willing to sign releases?

Q Did you tell your daughter, "Go find out if he's

really interested in buying this property"?
A In this conversation?
Q Yes, ma'am.
A Or in the preceding conversation?
Q In any conversation.
A Go find out if he's really interested in buying this property? I don't recall that that's exactly what I said, but that sounds like something I would maybe say.
Q Okay. I thought I heard you testify to that effect; that's why I'm asking you the question.
A Well, you're putting a lot of words in my mouth, and then you want me to agree to those statements. And so, I'm having to sort out with what my real recollections are versus what you want -- what you're trying to get me to recollect. I'm sorry. And I'm shaking very badly from my tremors. And it's hard for me to focus, so it's easier for me to just tell you instead of -- I'm sorry but playing the guessing games.
Q Ma'am, I'm -- let me ask you this: As far as the conversation that you had with your daughter, did you ever tell her what to do in terms of this situation that you had?
A No, sir.

Q Okay. Did you suggest to her what to do?
A I asked her. I asked her.
Q You asked her what?
A If the seller -- excuse me -- if the buyer was not interested, would he be willing to sign releases?
Q Okay. Did your daughter tell you that he was not interested -- that she had ascertained that he was not interested in purchasing this property?
A Well, yes. That's why he was willing to sign the releases.
Q Okay.
A He was glad to sign the releases.
Q Ma'am, you weren't there, correct?
A No. I was not there. I overheard her --
Q Okay.
A -- when she went to get the second release, I heard what he said.
Q Oh, okay. So you overhead -- we'll come back --
A Yes.
Q -- to that because --
A Okay. So --
Q -- I really want to --
A -- yes. I did hear it.
Q Okay. And let's -- let me ask you about what steps when -- when you told her if we -- if this guy was

A And then after -- and then, 2007, I didn't work much. I was sick. And then, 2008, I worked. And I haven't worked much since then. I mean, not involved in the auctions -- not involved in the actual auctions.

Q Let me ask you this: Would it shock you if persons that are employed by Grand Estates Auction Company or serve as subcontractors to Grand Estates Auction Company, if asked, they would say that "Valaria DeVine runs that place with an iron hand"?

A Would that shock me?

Q Yes, ma'am.

A Based on what they've been saying, nothing would shock me.

Q Okay. All right. But, as I understand your testimony today, are you -- are you claiming that you're a CEO in name only?

A No, sir.

Q Okay.

A But I'm not involved in the auctions.

Q Well, that's the business, isn't it? You're in the business of conducting auctions, aren't you? Is there any other aspect of the -- the business of Grand Estates --

A There's the --

Q -- Auction Company that I'm not aware of?
A Yes. There's the business end of the business. I'm not involved in the auctions at all.
Q All right. So --
A Whatever they may say.
Q -- were you -- well, you were involved that day, weren't you?
A Sir, only in the afternoon when these problems arose.
Q Right. But you certainly were aware of the fact on the day of this auction that for a bidder to serve as someone's agent and actually make bids for someone who is not present on their behalf that you had to have an unexpired, recordable power of attorney?
A No.
Q You weren't aware of that?
A No.
Q Do you agree that your paperwork requires that?
A No.
Q Oh, you don't?
A No.
Q Okay. Why don't you agree with that?
A Because it doesn't.
Q Okay. Did -- do -- do you agree with your daughter

Q Yes, ma'am. He worked for your company?
A Yes.
Q All right. And did he communicate that to you personally?
A Yes. He did.
Q Okay. And you don't know if this was on the day of the auction?
A It may have been the next day. No. I don't know if it was the day of the auction or the next day.
Q Okay.
A But it was shortly thereafter.
Q Did you tell your daughter to tell Jim Oremus and Melissa Oremus that she had turned away Mr. Blazar's agent when, in fact, he was an authorized proper bidder?
A No.
Q You did not tell your daughter to communicate that to --
A No.
Q Okay. So she did that on her own; is that correct?
A That's correct.
Q All right. I want to go back to the phone calls that you had because you were telling me about all these different phones that you were -- how many phones were you using that day?

A We weren't positive at that point.
Q And did you discuss the $92,000 that he'd already given you, at that point?
A No. Not at all. Not at all.
Q He wasn't concerned that he'd spent $92,000 on this auction?
A No. Not at all. Was never brought up.
Q Okay. Did you ever speak to Mrs. Hirschhorn?
A No.
Q Did you over -- overhear conversation between Mr. and Mrs. Hirschhorn?
A No.
Q Any other conversations with Bill Higgins that you haven't told me about?
A Not that I recall at this time.
Q Was the language of the releases your own? That you dictated to your daughter?
A Yes.
Q Okay.
A Given to me by my attorney.
Q Oh, I don't want . . .
A Well . . .
Q That's fine.
MR. WILLIAMS: Counselor, just for the record.
MR. BRAITHWAITE: Yes, ma'am? Oh, yes, sir?

You just have one brother, right?
A I have --
Q Scott?
A -- two brothers.
Q Oh, okay. I'm talking about Scott.
A Correct.
Q Uh-huh.
A And the question is -- repeat it.
Q Do you know whether Scott has any ownership interest --
A I do not know.
Q -- in either of those entities --
A I do not know.
Q -- Grand Estates Auction Company or 4K&D?
A I do not know.
Q Okay. Let's see if we can agree -- let me finish my question and then you can answer, because I don't want us talking over each other, because I'm just as guilty of that as anybody, and I just want to make sure that the court reporter doesn't have a tough time, okay?
A (Nods head up and down.)
Q I appreciate it. All right. So you are currently president of Grand Estates Auction Company. How long have you held that position?

A I mean, 2006.
Q Uh-huh. To the present time?
A Correct.
Q All right. And who did you succeed in that role?
A Val DeVine.
Q Okay. And describe for me, if you would, your duties as president of Grand Estates Auction Company.
A I manage some employees, I participate in sales, and I'm involved in general forecasting.
Q All right. And tell me, have you ever participated in a board meeting of Grand Estates Auction Company or 4K&D Corporation?
A I have participated in board meetings with Grand Estates.
Q And when was the last time?
A Winter of 2000 -- let's see. I think 2011.
Q Okay. And tell me, who was in attendance at that meeting?
A Scott, Val, and myself.
Q All right. And what role did Scott play at that meeting?
A We had collectively gathered because we needed to determine who was going to be in the Charlotte office.

Q Okay.
A Scott was leaving for Columbia, South Carolina. I was living in Greensboro, and Val was in Florida.
Q Okay.
A So we gathered to determine who would be in the Charlotte office.
Q And does Scott live in Columbia today?
A No.
Q He lives in Charlotte today?
A Correct.
Q When did he move to Charlotte?
A He returned to Charlotte in August of 2013.
Q Okay. Would there be minutes taken of the last board meeting that you held in the winter of 2011?
A I do not know.
Q But you were president at the time, correct?
A Correct.
Q Did you have a secretary?
A I don't know.
Q Did you have a treasurer?
A I don't know.
Q Okay. Did you have a CEO?
A Yes.
Q And who's that?
A That's Val DeVine.

Report."

Q All right. Let me hand you what has previously been marked as Plaintiffs' Exhibit Number 22.

MR. BRAITHWAITE: And I apologize, George. Can you look on that with her?

Q I think we've got three Business Corporation North Carolina Annual Reports, 2008 through 2010. And they list you as president; is that correct?

A Okay.

Q Of 4K&D Corporation?

A Yes.

Q And they list your mother as vice president and Scott as treasurer, correct?

A Okay.

Q And do you know -- these were provided to us by your counsel. Do you know if that is the current status of 4K&D Corporation, with respect to those principal officer positions?

A I do not know.

Q Okay. Let me just ask you about 4K&D Corporation. Do you consider yourself to be an employee of 4K&D?

A I consider myself to be an employee of Grand Estates Auction Company.

Q Okay.

A I believe that 4K&D holds Grand Estates Auction

Company.

Q Okay.

MR. BRAITHWAITE: (To the court reporter) Go ahead and mark those. I'm sorry.

THE COURT REPORTER: That's okay.

Plaintiffs' Exhibit Number 23, 4K&D Corp tax returns for the year 2009.

Plaintiffs' Exhibit Number 24, 4K&D Corp tax returns for the year 2010.

Plaintiffs' Exhibit Number 25, 4K&D Corp tax returns for the year 2011.

Q All right. Let me show you what has been marked as Exhibits -- Plaintiffs' Exhibits 23 through 25, and ask you to look through those, please.

A Okay.

Q All right. First of all, you'll see that those were filed by an accountant?

A Yes.

Q Who is that accountant?

A Moyer, Smith, and Roller.

Q Okay. Are you familiar with them?

A Yes.

Q All right. And do you work with them, as far as in your capacity as president of --

A I do not.

Q You do not?
A Our company works with them.
Q Okay. Who -- when you say "your company," who are you referring to?
A Laura, our -- Laura Brown, our controller.
Q Let me -- okay. When you say "your company," are you referring to Grand Estates Auction Company?
A That is correct.
Q Okay. All right. So, in the future, if you say "our company," I can assume that you're referring to Grand Estates; is that correct?
A That is correct.
Q All right. I just want to make sure that we're understanding each other. With respect to the income to 4K&D, would you know whether the income reported there is -- is income to Grand Estates Auction Company?
A I have no idea.
Q Okay. All right. Who would have an idea?
A Val DeVine.
Q Okay. All right. And do you believe that where it -- on the line for "Compensation of Officers," that you would be one of those officers being compensated in those tax returns from 2009 through 2011 by 4K&D?

A I have no idea.
Q All right. Do you get a W-2 every year?
A Yes. I do.
Q And who issues the W-2? 4K&D or Grand Estates Auction Company?
A I would have to look at my tax returns.
Q Okay. You don't recall?
A I do not recall.
Q Okay. Now, let me ask you -- I have been provided some tax returns that you have filed. And it appears that in 2010 you filed jointly with your husband; is that correct?
A That is correct.
Q All right. But, prior to that time --
A -- I was not married.
Q -- you were filing as a single person, correct?
A That is correct.
Q All right. And I'm looking at your adjusted gross income, according to these tax returns. And just tell me if this sounds correct: In 2007, it appears that you had gross income of 332,000 -- I beg your pardon. 2007, 327,000, in round numbers. 2008, 424,000. And in 2009, 327,000. Does that sound correct?
A I don't know.

Q All right. So you would agree that at the time that the auction started, he did not have his paperwork in, did he?
A I --
Q Marc Blazar?
A According to what we had in our possession in Aiken, South Carolina, we did not have his paperwork.
Q You would agree that at 2:03, he sent his paperwork from Florida by fax to Charlotte; is that correct?
A That is correct.
Q Okay. And is it your contention that this made him a valid bidder?
A Yes. That makes him a valid bidder.
Q Why?
A Because he complied with the terms and conditions of the sale and had met all of the criteria.
Q He doesn't have to do that before the auction starts?
A He does need to do that prior to the auction starting.
Q Okay. And so your contention is that that happened before the auction started?
A He told us repeatedly that he had sent it in. He had wire transferred. He also went through great

lengths to get his opening bid form in on time.
Q Well, do you have any other copies of this document right here that is marked as Plaintiffs' Exhibit Number 10?
A We do not.
Q Okay. So to your knowledge, he never sent anything in prior to 2:03, did he?
A That is correct. That is the disagreement between Marc Blazar, Randy Wolcott, and Grand Estates.
Q Have they ever produced something demonstrating that they sent something in before 2:03?
A We have not requested it.
Q You -- in three years that this lawsuit's been going on, you haven't requested that?
A I haven't spoken to Marc Blazar or Randy Wolcott. No.

Plaintiffs' Exhibit Number 5, "Exhibit "D" Final Terms and Conditions of Sale."

Q Okay. All right. And let me ask you this: Let me hand you what's been marked as Plaintiffs' Exhibit Number 5. Do you recognize that document? That's essential -- essentially the same thing --
A Is it the same as all of them?
Q Yes, ma'am. The final terms and conditions. Exhibit D.

A Okay. Then --
Q All right. But that -- that's not filled out by anybody, but it's just in bigger letters, and it's a better copy than what we're looking at --
A Oh, yes.
Q -- here.
A It's a replication of that.
Q Okay.
A I would agree.
Q All right. And Plaintiffs' Exhibit Number 5 which contains the same information as Number 10, correct?
A Do I need to look at these, side by side, to -- I mean, I believe --
Q Sure.
A -- that they're -- I believe that they're exactly the same, but I haven't looked at them side by side.
Q All right. Let me show you that one, and let me show you that one. Take a look at --
A Okay. I believe that these are exactly the same.
Q All right. Now then, if I may.
A Yes. These are both --
Q Take a look --
A -- final terms --

Q Take a look at the bottom of Page Number 3 of 6.
A Okay.
Q Okay. Now, check -- go ahead and compare that with Plaintiffs' Exhibit 10. All right? And that's captioned, "Licensed Broker -- Licensed Buyer Broker Participation," correct?
A Yes.
Q All right. And flip the page if you would. All right. If you would . . .

MR. BRAITHWAITE: Let's see what this -- let's go off the record for just a minute, please.

(Off the record from 1:54 p.m. until 1:55 p.m.)

THE EXAMINATION BY MR. BRAITHWAITE CONTINUES.

Q Let me show you -- I -- I was getting you to look at the wrong page, and I apologize. But looking at Page 2 of these documents -- 2 of 6 -- and you've indicated those are initialed by Marc Blazar; is that right?
A Yes.
Q Read what it says after "any person."
A "Any person bidding on behalf of another person or entity must have valid, legally enforceable, unexpired, recordable Power of Attorney approved by the Seller prior to the auction."

Q Did you have that?
A It is not necessary.
Q Oh. And why is it not necessary?
A Because if Randy Wolcott had Marc Blazar on the telephone during the auction and we verified the bid with Marc Blazar, then we would have a bona fide offer to purchase and then we would execute the contracts immediately with Randy -- with Marc Blazar.
Q Well, let me ask you this, ma'am: That's not what it says here. That Marc Blazar agreed to the terms of this; is that correct? He agreed to these terms by initialing on these documents, that we've already looked at, that he would abide by these terms?
A Uh-huh.
Q Is that right?
A Correct.
Q And, in fact, he did not have a valid recordable power of attorney filed with you, did he?
A I don't know.

Plaintiffs' Exhibit Number 13, "Specific Power of Attorney."

Q Okay. Well, let me ask you to take a look at Plaintiffs' Exhibit 13.

A Okay.
Q And do you see where it says "Power of Attorney"? That's a form that you provide for the execution by the bidder of, you know -- to appoint his agent, correct?
A Yes.
Q All right. And you see there that it was sent at what time from Blazing Enterprises?
A At 2:07.
Q Okay. And that's on the day of the auction, correct?
A Correct.
Q All right. And it's not notarized or witnessed anywhere, is it?
A No. But it's --
Q Okay.
A -- not a problem.
Q All right. It's not a problem because you're saying that this is another indication of where you don't have to play by the rules?
A No.
MR. TAYLOR: Object to the form of the question.
Q That is a rule that you've told Mr. Blazar about, isn't it?

MR. TAYLOR: (To the deponent) You have to --
THE DEPONENT: (To Mr. Taylor) How do you want --
MR. TAYLOR: You have to --
THE DEPONENT: -- me to handle this?
MR. TAYLOR: You -- you have to answer his question.

A Okay. Repeat the question, please.

Plaintiffs' Exhibit Number 12, "Auction Registration Form," including "Final Terms and Conditions of Sale."

Q That is a rule here -- a requirement -- that you've told Mr. Blazar and he's initialed as far as --

A He is agreeing to those terms and conditions --

Q Yes, ma'am.

A -- correct.

Q -- final terms and conditions of sale.

A Okay.

Q All right. So you're saying that this is something that -- you can relieve him of this obligation, is what you're telling me?

A There are other ways to participate. There's other information that the bidders were provided in that property purchase package.

Q And you have information that says that he does not

have to comply with this particular requirement?
A That's what -- what is in the package of due diligence that was provided to all the prospective buyers, correct.
Q Okay. And what does it say?
A It states that a -- a phone bidding -- phone bidding can take place.
Q Okay.
A And we witness the verbal bid given on the telephone by three different parties and then that prospective buyer -- or what would be the winning bidder at the time would then be required to execute the contract.
Q Well, let's go back to these phone-bidding procedures, because I asked you before and I showed you some phone-bidding procedures and you indicated that nobody was participating by virtue of phone-bidding procedures. Didn't you tell me that?
A Yes. I told you exactly that.
Q Okay.
A But that -- had we had all of the paperwork prior to the auction beginning, Randy Wolcott and Marc Blazar would have been able to implement that type of participation. You asked me if there was any phone bidders at this specific auction. There were

not.

MR. BRAITHWAITE: (To the court reporter) All right. You got a stapler?

A That doesn't mean that there weren't --

MR. BRAITHWAITE: (To the court reporter) That's right. It's marked.

A -- possibly going to be that type -- Plaintiffs' Exhibit Number 3, "Phone-Bidding Procedures."

Q Let me take you --

A -- of participation.

Q -- to Plaintiffs' Exhibit Number 3.

A Yes?

Q And that is the phone-bidding requirements on there; is that correct?

A Yes.

Q All right. And you've indicated previously that you had nobody that was participating by this set of particular rules, correct?

A That is correct.

Q All right.

A Randy Wolcott nor Marc Blazar were participants in this auction.

Q Okay. All right. But there are things that are prerequisites to be a phone bidder, correct?

A Yes.
Q All right. And Mr. Blazar had not complied with those prerequisites, had he?
A He had not complied with the general compliance measures to participate in the auction, as far as we knew, in Aiken, South Carolina.
Q Yes, ma'am. My -- I said -- what -- my question was very specific. He did not qualify as a phone bidder; is that correct?
A I cannot say yes to that question nor no. I don't know what his intentions were.
Q All right. But in order to have done that it -- the step one, you have to submit a certified check no later than 2 p.m. on February the 8th of 2010, correct?
A Incorrect.
Q Okay.
A You can wire transfer.
Q All right.
A That's what the first page is that you're looking at.
Q Well, I understand but as far as that -- it has to be received no later than 2 p.m. on February the 8th, correct? The wire transfer?
A It must be received prior to us starting the

auction. We must have funds in hand prior to allowing a bidder to participate in the auction.

Q Okay. Well, tell me where it says that he doesn't have to have it there by 2 p.m. on February the 8th on these instructions that are sent to prospective bidders.

A It doesn't say that.

Q Okay.

A We have to have funds in hand prior to the auction beginning in order to allow a bidder to participate.

Q Okay. And let me ask you something: But that's, again, you are relieving somebody of an obligation that you have imposed upon them to comply with the phone-bidding requirements; is that right?

A That would be correct.

Q Okay.

A The terms and conditions are put into place for the benefit of the seller.

Q Okay. Does the -- do -- do you tell the prospective bidders that for any one or more particular competitors that they might have that you can waive any of these requirements that were imposed upon them? Do you tell other bidders that?

MR. TAYLOR: Object to the form.

Q You can answer the question.
THE DEPONENT: (To Mr. Taylor) What does that mean?
MR. TAYLOR: You still have to answer his question. I'm just -- I'm objecting to the way he's --
THE DEPONENT: Oh.
MR. TAYLOR: -- phrased the question and --
THE DEPONENT: Okay.
MR. TAYLOR: -- the form of the question.
THE DEPONENT: Okay.
Q Do you tell other prospective bidders that you have the authority to waive any of these requirements that you have told them are requirements for them to bid or to be a phone bidder --
A No. We do not --
Q -- at your discretion?
A No. We do not.
Q Okay. I want to make sure that I understand why you believe that Marc Blazar was a qualified bidder. Is it because of the fact that by 2:03 he sent this? Is that your basis for saying that?
A No.
Q Okay. What's your basis for saying that?
A The real estate agent that represented Marc Blazar,

Randy Wolcott --

Q Right.

A -- told us repeatedly that he had submitted all of the paperwork. We were only in receipt of some of the paperwork. We were in receipt of funds which we had verified with Richard Koch that we had the money. And we were receipt of the opening bid statement. We were not yet in receipt of the terms and conditions or the bidders statement. Without --

Q And you weren't in -- in possession of the power of attorney either, were you?

A It was not necessary to have that, because Marc Blazar could have been on the telephone with Randy Wolcott and then we could have confirmed the bid.

Q Why did he send it at 2:09 if -- if it wasn't required?

A Marc Blazar -- excuse me. Randy Wolcott was telling us repeatedly that he had sent in the paperwork prior to the physical start of auction.

Q But you didn't have any documentation to that effect, did you?

A No. We did not.

Q And you don't have that today, do you?

A No. We do not.

Q Okay. So you're taking his word for it? Is that -
- is that what I'm understanding?
A We are giving him the benefit of the doubt.
Q Ah. Okay. All right. Again, can you tell me why, or do you know why, Marc Blazar sent this document in -- I beg your pardon -- at 2:07 where he attempted to comply with a power of attorney?
A Because he wanted to participate in the auction.
Q Uh-huh. Okay. He at least was under the impression that he had to do that, wasn't he? That he had to send this in?
A Yes. We continued to ask him, "Send in your paperwork and we can allow you to participate."
Q Okay. All right. So let me make sure that I understand one more time and I'm --
A Okay.
Q Because this is a -- I'm trying to understand the basis by which you claim that Marc Blazar was a qualified bidder in this auction. And I believe that I understood you to say that you believe it -- that he -- him to have been one because you want to give him the benefit of the doubt that he had previously sent this paperwork in, correct?
MR. TAYLOR: Object to the form.
Q You can answer it.

A Okay. I'm sorry. What -- this always throws me off. Can you repeat the question? I apologize.
Q Certainly. It's my understanding that your basis for the opinion that Marc Blazar was a qualified bidder was because you gave him the benefit of the doubt when Randy Wolcott told you that they had sent the paperwork in previously?
A I think what you're trying to --
Q Ma'am --
A -- ask me to confirm, I cannot confirm with you. That he --
Q I want to know the basis for your opinion. I'm not looking for the facts right now. I just want to know if the basis for your opinion is your -- as you testified previously, giving Marc -- Marc Blazar and/or Randy Wolcott the benefit of the doubt when they said that they had turned in this paperwork previously?
MR. TAYLOR: Object to the form.
Q Go ahead and answer.
A I was, yes, giving them the benefit of the doubt.
Q And is there any other basis for your finding or determining that this gentleman was a qualified bidder?
A He had wire transferred $50,000. It seemed to me

he was very serious about the participation.
Q But that -- wiring the money in and of itself doesn't make you a qualified bidder, does it?
A That's correct. But if that is usually the lynch pin that, sort of, qualifies the real buyers from the "I'm just playing a game."
Q I understand that, but what I'm saying is: The only basis that you have is because he'd sent the $50,000 and because he'd told you that he'd sent this other paperwork in, correct?
A That's correct.
Q All right. That's fair enough.
A Well, let me make sure I'm -- I don't want to say something I'm not -- I'm -- I'm not agreeing with. Can I have a moment just to think?

Okay. I -- I think I'm okay to go on.

Q All right. Now --

MR. TAYLOR: Rob, are we at a good break -- a point that we could take a break?

MR. BRAITHWAITE: Yeah.

(Off the record from 2:09 p.m. until 2:41 p.m.)

THE EXAMINATION BY MR. BRAITHWAITE CONTINUES.

MR. BRAITHWAITE: Let the record reflect that we took a break for lunch and we are resuming

the deposition of Stacy Kirk.

Plaintiffs' Exhibit Number 11, Cover sheet, including "Buyer Broker Registration Form Buyer Broker Guidelines."

Q Ms. Kirk, let me ask you to take a look at what's been marked as Plaintiffs' Exhibit 11 and see if you recognize that.

A Okay.

Q And what is that?

A This is -- it's the Buyer Broker Registration Form.

Q Uh-huh.

A And it's the instructions about where to return his wire transfer to, should he not be the winning bidder.

Q And that was sent out when from Blazar Enterprises? Do you see a --

A It was sent on January 25th.

Q All right. And does it appear that that got sent to Aiken on the morning of a -- the February 9th?

A Yes.

Q All right. And what time did that get sent?

A Twelve forty-two.

Q Okay. Now, you've indicated that -- you believe that it was Marc Morris who told you something

about additional paperwork having come in from Marc Blazar?

A I don't know who it was that came outside to give me that paperwork. It -- I don't remember.

Q Who -- who was manning the fax machine?

A There was no one manning the fax machine.

Q No one manning it. Okay. All right. But either Marc Blazar or who?

A Marc Morris, I think is what you meant to say.

Q I mean Marc Morris or perhaps Becky Yonker?

A Yes. For some reason, it's in my memory that it was one of those two persons.

Q All right. So what -- they came and said, "We've got some paperwork." Is that correct?

A Yes.

Q Did you go look at it?

A They brought it to me.

Q Okay. And what was it that you received? Was it this, that we've already looked at, that was previously marked as Plaintiffs' Exhibit 10?

A Yes.

Q All right. And how about the other form that we've already looked at that is Plaintiffs' Exhibit Number 13? Did they bring that to you, also?

A I don't remember.

Q Okay. All right. Did you ever get a call from Brad Boni, another lawyer in Aiken?
A I don't remember.
Plaintiffs' Exhibit Number 18, Fax cover sheet, including statements of release from James and Melissa Oremus.
Q Okay. Let me hand you what's been marked as Plaintiffs' Exhibit Number 18.
A Okay.
Q Have you ever seen that document?
A I think -- oh, okay. Now I see the difference. Okay. Yes. Have I ever seen this document? Yes.
Q Yes, ma'am. Okay. And do you understand that Brad Boni was a lawyer calling on behalf of Jim Oremus, wanting copies of those releases?
A Yes.
Q Okay. And what's the date on that?
A February 15th.
Q Okay. So we're talking some six days after the auction itself; is that right?
A Yes.
Q All right. So did -- again, did Brad Boni ever call you or, to your knowledge, call anyone at Grand Estates between the time of the auction and that being sent to him? And that -- by "that," I

mean Plaintiffs' 18.

A Can we call a break for a moment? Is that okay? And I will come back to your question.

Q Sure. But you do know that it's not to discuss this, okay?

A Okay.

Q All right.

A All right. Let me -- I don't . . .

Q I mean if --

A I would not deny this paperwork, but this is the first time I've seen this since February 15th, 2010.

Q Okay. But you -- do you -- I guess the question that I would have is: Were you aware of the fact that a lawyer, on behalf of the Oremuses, had contacted Grand Estates?

A A lawyer, yes.

Q All right. And that --

A A lawyer definitely contacted us on the behalf of the Oremuses.

Q Okay. And that would have been Brad Boni, to your knowledge? You don't know?

A I don't know.

Q Okay. All right. And Becky Yonker would have sent that out -- that document out that -- that we see

there?
A Yes.
Q To Brad Boni on that date, the February the 16th?
A Fifteenth. Yes.
Q Fifteenth. Okay. All right.
A Yes.
Q All right. Now, after the auction was over with, what did you do? After Mr. Oremus had agreed to withdraw his bid, the auction's over, correct?
A Yes.
Q Okay. So, what did you do after that?
A We returned to Charlotte.
Q Okay. And did you engage in further efforts to sell the property?
A Oh, yes.
Q Okay. Did you ever call Mr. Oremus and ask him --
A No.
Q -- to participate? Why is that?
A Because he expressed that he had no interest in the property.
Q No interest in the property.
A Correct.
Q At any price?
A At any price.
Q Okay.

A Yes. I'm aware of that.
Q Okay. Do you know why she would say that?
A No. I don't.
Plaintiffs' Exhibit Number 19, Sprint call details for (704)698-0555.
Q Okay. Let me show you what's been marked as Plaintiffs' Exhibit Number 19 and ask you to look at that.
A Yes.
Q Now, those are two pages of telephone records that were provided to me. Now, one of those pages appears that it may be your cell phone numbers; is that correct?
A It is my cell phone.
Q Okay. And -- may I see it?
A Yes.
Q Will you agree with me that this indicates that this comes from the call detail section, and it's continued, for this account number, which is your account number, correct?
A Yes.
Q -- for a billing period of February 7th through March 6th?
A Yes.
Q Correct? And what I'm looking at here are phone

calls beginning at 8:54 on February 13th down through 12:39 on February the 15th.

A Okay.

Q Do you know why we were provided with that particular -- those particular phone records during that period of time?

A Yes.

Q Why?

A Because this reflects the incoming calls --

Q Uh-huh.

A -- from (803)644-4460.

Q Who is that?

A And the time and date. And then it shows the transactions of phone calls back and forth between me and that law firm.

Q Oh, is that 644-4460?

A Yes.

Q Now, that's Brad Boni's law firm, isn't it?

A I don't know.

Q Okay.

A And then 4467 and 4468.

Q Right. Okay. Fair enough. And so you did have conversations or somebody did?

A Yes.

Q Okay. So you -- this shows that you did talk to

somebody, right? Because --

A Yes.

Q -- this would be your cell phone, right?

A On -- that person was calling me on the behalf of the Oremuses.

Q Okay. Fair enough. Okay. All right. Did you obtain these records? Did you go hunting -- hunt them down? Who hunted down these records for your --

A I don't remember.

Q Okay. You would necessarily have taken this from your whole bill, right? I mean, this is just one page from the bill; is that correct?

A Correct.

Q So you would have this whole bill from February 7th through March 6th; is that right?

A I don't know where that is now, so, no. That's not right.

Q You don't --

A I mean, not any more.

Q -- know where it is now. Okay.

A I'm sure we can get it if anyone wants it.

Q Okay. Well, who is Comporium?

A That is the company that provides us voice-over IP service instead of a land-line --

"THE BALCONY"
836 WHISKEY ROAD
AIKEN, SOUTH CAROLINA 29801
TUESDAY, FEBRUARY 9, 2010

PREVIEW SCHEDULE:

Friday	February 5, 2010	11 AM – 3 PM
Saturday	February 6, 2010	11 AM – 3 PM
Sunday	February 7, 2010	1 PM – 4 PM
Monday	February 8, 2010	11 AM – 3 PM
Tuesday	February 9, 2010	11 AM – 1:30 PM

REGISTRATION:

Tuesday	February 9, 2010	12 PM – 1:30 PM

***You may also register to bid anytime during the Preview.**

AUCTION:

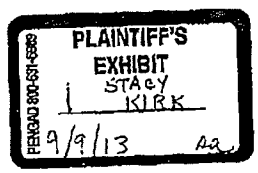
Tuesday	February 9, 2010	Promptly at 2:00 PM

DIRECTIONS TO THE PROPERTY:

FROM INTERSTATE 20: Take Exit #18, State Road 19/Edgefield Highway and head south for 5.5 miles. Turn left at Augusta Aiken Road/Richland Avenue West and continue for .2 miles. Then take the 3rd right onto Chesterfield Street South and continue for 3 miles. Next, veer left at Whiskey Road, continue for .8 miles and the property will be on the left.

PROPERTY PURCHASE PACKAGE™

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"THE BALCONY"
836 WHISKEY ROAD
AIKEN, SOUTH CAROLINA 29801
TUESDAY, FEBRUARY 9, 2010
2:00 PM (EST)

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GRAND ESTATES AUCTION COMPANY®

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Introduction

ON TUESDAY, FEBRUARY 9, 2010 YOU WILL HAVE THE OPPORTUNITY TO PURCHASE THIS HOME AT YOUR PRICE. COME PREPARED TO BID AND BUY!

In our experience we have found that the auction terminology is confusing to the general public. The following questions are most likely asked:

Why an Auction?

The seller has determined that the most cost effective method of selling this home on a timely basis is to offer it for sale at auction. The auction allows the seller to avoid the costs and length of time associated with a conventional marketing program. **Therefore, the Auction will be your only opportunity to purchase this home at your own price.**

What is a property sold subject to the Seller's confirmation?

Properties that are sold subject to the Seller's confirmation are offered with the Seller reserving the right to reject a top bid for any or all of the properties. If the brochure does not reflect "Absolute" on the property, then it will be sold subject to the Seller's confirmation. However, Seller's spend a great deal of time and money on an auction. They are definitely motivated to sell!

What is an "Absolute" Auction?

Properties offered at Absolute Auction will be sold to the highest bidder, regardless of price, with no minimum and no reserves.

What Title evidence will the buyer receive?

The seller will provide a Preliminary Title Commitment on the property purchased and closed in accordance with the terms and conditions of the Auction Real Estate Sales Contract.

Can I use the services of a Real Estate Broker to assist me?

Grand Estates Auction Company® welcomes broker participation. All you have to do is have your broker contact us and we will fax the Broker Registration Form.

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What does it mean to buy the property "As is, Where is"?

Buyers purchase the property with no guarantees in regards to the condition of the property. Buyers shall rely entirely on their own information, judgment, and their inspection of the property. We invite you and your experts (i.e. contractors, engineers, inspectors, surveyors, land planners etc.) to inspect the property by appointment as many times as you would like (during our viewing times and dates). We want to provide you with ample access to help you assess the available property. Please contact our Auction Information Office at (704) 529-0026 or (800) 552-8120 to make arrangements.

What is a 7.5% Buyer's Premium?

We utilize a 7.5% Buyer's Premium. Simply stated if the bid were $100,000 (example only), the total contract price would be $107,500.00. If you are unsure of this concept, realize if you only want to purchase the property at $100,000 – bid $93,023.26. The total contract price would read $100,000.

Additional information:

1. On-site Licensed Real Estate staff will handle execution of contracts.
2. Potential Bidders can look and inspect the property by appointment only if unable to attend the preview dates scheduled in the brochures.
3. The winning bidder signs the Auction Real Estate Contract and endorses a cashier's check in the amount of $50,000 the day of the auction. Additional funds required (the required 10% deposit) may be paid by personal check.
4. Please have your cashier's check made out to deposit to your own name. This will make it easier to re-deposit should you not be the winning bidder.
5. All buyers' are required to review all the documents in the Property Purchase Package™.
6. All announcements made auction day take precedence over any written or advertised materials; however, the Auction Real Estate Contract as executed shall be controlling.
7. Grand Estates Auction Company® and the seller wish you the best of luck in the bidding process.

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DISCLAIMER &

AGENCY DISCLOSURE

Grand Estates Auction Company® and all other licensees employed by or associated with the Broker or Auctioneer represent the Seller in the sale of this property. Any Third Party Broker is not a subagent of Grand Estates Auction Company®.

This Property Purchase Package™ is solely intended to provide interested parties with preliminary information only and is not a solicitation of offers and does not constitute an offer to sell. The delivery of this material to any person shall not create any agency relationship between such person and Broker or Auctioneer. The information included herein is believed to be correct, but it is not guaranteed. No investigation or review has been made as to its accuracy; some information furnished is from outside sources deemed to be reliable, but is not certified as accurate by the Seller, Broker or Auctioneer, or any of their affiliates. All information contained herein is subject to corrections, errors and omissions. All offers must be based on the offerers own investigation of any property offered herein and not on any representation made by the Seller, Broker, Auctioneer or other party. Neither Seller nor Broker nor Auctioneer make any representation or warranty, express or implied, with respect to the property identified herein, and the property is being sold in an "AS-IS, WHERE-IS, WITH ALL FAULTS" condition except as specifically stated in the Purchase and Sale Agreement.

All prospective purchasers are specifically advised to refrain from reliance on the information provided herein as a basis for making a bid on the property. Prospective purchasers are further encouraged to conduct a personal inspection of the property which they contemplate purchasing. Persons desiring to inspect or examine the property should be aware of the on-site inspection dates and times stated herein or may contact a Grand Estates Auction Company® representative at (800) 552-8120 for any information. Please do not contact the Seller directly.

The recipient of this Property Purchase Package™ and their agents acknowledge and agree that the examination of the information included in this Property Purchase Package™ is being conducted solely for the purpose of evaluating in good faith their interest in submitting a bona fide bid for the purchase of the property. The recipient further agrees that all information about the property which is not public record and was obtained through the Broker or the Auctioneer, the managing agent or the Seller is for the purpose of evaluating their interest in the purchase of the property and will be held confidential and will not be disclosed to any other party except those assisting or working with or for the recipient in connection with evaluating the property.

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AUCTION OVERVIEW

ON TUESDAY, FEBRUARY 9, 2010 YOU WILL HAVE THE OPPORTUNITY TO PURCHASE THIS HOME AT YOUR PRICE. COME PREPARED TO BID AND BUY!

WHY AN AUCTION?
The seller has determined that the most cost effective method of selling this home on a timely basis is to offer it for sale at auction. The auction allows the seller to avoid the costs and length of time associated with a conventional marketing program. **Therefore, the Auction will be your only opportunity to purchase this home at your own price.**

METHOD: On Tuesday, February 9 at 2 PM this property shall be auctioned ABSOLUTE – HIGH BIDDER WINS! Provisions can be made for those who would like to bid offsite. Please contact our office about Phone Bidding details.

PROPERTY LOCATION & DIRECTIONS:
836 WHISKEY ROAD, AIKEN, SOUTH CAROLINA 29501

From Interstate 20:
Take Exit #18, State Road 19/Edgefield Highway and head south for 5.5 miles. Turn left at Augusta Aiken Road/Richland Avenue West and continue for .2 miles. Then take the 3rd right onto Chesterfield Street South and continue for .3 miles. Next, veer left at Whiskey Road, continue for .8 miles and the property will be on the left.

VIEWING:

DAYS	DATES	TIMES
Friday	February 5, 2010	11 AM – 3 PM
Saturday	February 6, 2010	11 AM – 3 PM
Sunday	February 7, 2010	1 PM – 4 PM
Monday	February 8, 2010	11 AM – 3 PM
Tuesday	February 9, 2010	11 AM – 1:30 PM

REGISTRATION:

Tuesday	February 9, 2010	12 PM – 1:30 PM

You may also register to bid at any time during the Preview Schedule.

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AUCTION:
Tuesday February 9, 2010 Promptly at 2:00 PM

We invite you and your experts (i.e. contractors, engineers, inspectors, surveyors, land planners etc.) to inspect the property by appointment as many times as you would like (during our viewing times and dates). We want to provide you with ample access to help you assess the available property. Please contact our Auction Information Office at (704) 529-0026 or (800) 552-8120 to make arrangements.

AUCTION REGISTRATION:
A $50,000 cashier's check (made payable to the bidder) or a personal check along with a bank letter of guarantee, made payable to Richard M Koch Attorney Trust Account, or certified funds, will be required to register to bid on the property. Auction registration begins at 12 PM, Tuesday, February 9, 2010, with the auction beginning promptly at 2:00 PM at the home.

TERMS:
A ten-percent (10%) down payment will be due immediately after being declared the buyer. The registration fee is applied against the ten-percent down payment. The balance is due in cash at closing within 30 days. A 7.5% buyer's premium will be added to the high bid.

BROKER PARTICIPATION:
See Section 5

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Drems

GRAND ESTATES
AUCTION COMPANY

FACSIMILE TRANSMITTAL SHEET

TO: Brad Boni	FROM: Becky Yonker
COMPANY:	DATE: February 15, 2010
FAX NUMBER: 803-644-4469	TOTAL NO. OF PAGES INCLUDING COVER: 3
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE: Contract	YOUR REFERENCE NUMBER:

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

For your review as per Stacy Kirk's request.

Thank you,

Becky Yonker
Client Relations
Grand Estates Auction Company
P (704) 529-0026
F (704) 598-7911

PLAINTIFF'S EXHIBIT 18 STACY KIRK 9/9/13 AC

PENGAD 800-631-6989

I/We, James + Melissa Oremus release Grand Estates Auction, The Auctioneer + The real estate broker for any claim for damages monetary or otherwise ~~for the release~~ regarding the auction Sale of 836 Whiskey Road, Aiken, SC.

James Oremus 2-9-10

Melissa Lackey Oremus 2/9/10

Witness Nancy Cena

Witness William A. Higgins

We, ~~James~~ James & Melissa Oremus hereby agree to release Seller from all obligations of selling us property located at 836 Whiskey Road, Aiken, SC that sold to us at Absolute Auction on February 9th, 2010. We forfeit all right & claim to the property. We also hereby release Grand Estates Auction Co. from all claim rights for any actions performed.

Melissa Lacky Oremus 2/9/2010

James Oremus 2-9-2010

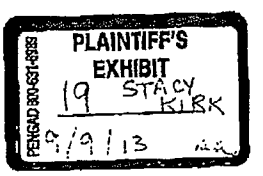
William C. Higgins 2/9/10

Call details

(704) 968-0555 (Continued)

	Date	Time	Phone Number	Call Destination	Rate Type	Minutes Used	Total Charges
241	02/13	08:54 AM	404-277-1778	Incoming	NW/PU	37	
242	02/13	09:30 AM	404-277-1778	ATLANTA,GA	NW/PU	2	
243	02/13	09:58 AM	336-558-1004	GREENSBORO,NC	NW/PU	2	
244	02/13	10:00 AM	704-607-3058	CHARLOTTE,NC	NW/PU	2	
245	02/13	10:03 AM	803-522-0865	AIKEN,SC	NW/PU	2	
246	02/13	10:05 AM	540-687-0033	MIDDLEBURG,VA	NW/PU	5	
247	02/13	10:11 AM	704-577-4223	CHARLOTTE,NC	NW/PU	2	
248	02/13	10:13 AM	704-577-4223	Incoming	NW/CW/PU	2	
249	02/13	10:15 AM	803-984-4194	Incoming	NW/PU	2	
250	02/13	10:16 AM	803-522-0865	Incoming	NW/CW/PU	3	
251	02/13	10:19 AM	540-687-0033	MIDDLEBURG,VA	NW/PU	2	
252	02/13	10:31 AM	803-984-4194	ROCK HILL,SC	NW/PU	2	
253	02/13	10:35 AM	336-558-1004	GREENSBORO,NC	NW/PU	2	
254	02/13	10:49 AM	770-883-7744	ATLANTA NE,GA	NW/PU	3	
255	02/13	10:52 AM	404-702-4480	ATLANTA,GA	NW/PU	7	
256	02/13	10:59 AM	336-558-1004	GREENSBORO,NC	NW/PU	1	
257	02/13	11:04 AM	704-577-4223	CHARLOTTE,NC	NW/PU	4	
258	02/13	11:21 AM	704-577-4223	CHARLOTTE,NC	NW/PU	1	
259	02/13	11:55 AM	803-646-1382	Incoming	NW/PU	3	
260	02/13	12:21 PM	336-558-1004	GREENSBORO,NC	NW/PU	3	
261	02/13	12:56 PM	540-687-0033	Incoming	NW/PU	2	
262	02/13	02:50 PM	803-522-0865	Incoming	NW/PU	1	
263	02/13	02:51 PM	540-687-0033	MIDDLEBURG,VA	NW/PU	1	
264	02/13	02:52 PM	803-522-0865	AIKEN,SC	NW/PU	3	
265	02/13	02:55 PM	540-687-0033	MIDDLEBURG,VA	NW/PU	3	
266	02/13	03:07 PM	803-648-2216	Incoming	NW/PU	12	
267	02/13	03:53 PM	803-648-2216	Incoming	NW/PU	2	
268	02/14	11:48 AM	803-648-5025	AIKEN,SC	NW/PU	2	
269	02/14	05:43 PM	256-928-2032	GADSDEN,AL	NW/PU	2	
270	02/15	09:16 AM	843-697-0208	CHARLESTON,SC	PU	9	
271	02/15	09:30 AM	803-646-1382	AIKEN,SC	PU	1	
272	02/15	09:32 AM	307-746-2304	NEWCASTLE,WY	PU	7	
273	02/15	09:39 AM	704-529-0026	CHARLOTTE,NC	PU	2	
274	02/15	09:44 AM	404-597-7786	Incoming	PU	9	
275	02/15	09:53 AM	808-206-3511	HONOLULU,HI	PU	6	
276	02/15	10:43 AM	803-640-4591	NO AUGUSTA,SC	PU	20	
277	02/15	12:13 PM	803-648-5015	AIKEN,SC	PU	2	
278	02/15	12:15 PM	704-529-0026	CHARLOTTE,NC	PU	3	
279	02/15	12:18 PM	843-697-0208	CHARLESTON,SC	PU	1	
280	02/15	12:19 PM	803-644-4460	AIKEN,SC	PU	1	
281	02/15	12:22 PM	803-641-8199	AIKEN,SC	PU	4	
282	02/15	12:23 PM	704-529-0026	Incoming	CW/PU	5	
283	02/15	12:28 PM	704-529-0026	CHARLOTTE,NC	PU	2	
284	02/15	12:30 PM	704-503-5700	CHARLOTTE,NC	PU	1	
285	02/15	12:32 PM	706-836-3769	AUGUSTA,GA	PU	2	
286	02/15	12:34 PM	502-417-2307	LOUISVILLE,KY	PU	2	
287	02/15	12:37 PM	803-215-9966	NO AUGUSTA,SC	PU	2	
288	02/15	12:39 PM	704-226-2476	MONROE,NC	PU	4	

NW - Night and Weekends PU - Plan/Promotional Usage CW - Call Waiting



Account Name
GRAND ESTATES AUCTION COMPANY

Account Number
1101-8880

Date of Invoice
Mar 10, 2010

Detail of Comporium Long Distance Charges

800-552-8120

No.	Date	Time	Place Called		Number Called	Rate Code	Min	Calling Plan	Amount
*959.	Feb 11	10:25am	Fm AIKEN	SC	803-644-1721	SDC	.9		.04
*960.	Feb 11	11:54am	Fm VAIL	CO	970-376-3233	SDC	40.2		1.61
*961.	Feb 11	12:17pm	Fm WPALMBEACH	FL	561-793-7606	SDC	1.2		.05
*962.	Feb 11	1:52pm	Fm VAIL	CO	970-376-3233	SDC	1.7		.08
*963.	Feb 11	1:54pm	Fm VAIL	CO	970-376-3233	SDC	3.1		.14
*964.	Feb 11	1:59pm	Fm SALISBURY	MD	410-742-9036	SDC	.9		.04
*965.	Feb 11	1:59pm	Fm VAIL	CO	970-376-3233	SDC	5.9		.27
*966.	Feb 11	2:57pm	Fm CAMDEN	SC	803-420-3656	SDC	5.9		.27
*967.	Feb 11	3:59pm	Fm AIKEN	SC	803-641-0718	SDC	5.3		.24
*968.	Feb 11	4:07pm	Fm AIKEN	SC	803-641-0718	SDC	1.2		.05
*969.	Feb 11	4:14pm	Fm SNDG SNDG	CA	619-272-8832	SDC	.9		.04
*970.	Feb 11	4:18pm	Fm AIKEN	SC	803-641-0718	SDC	2.2		.10
*971.	Feb 12	9:29am	Fm NEWCASTLE	WY	307-746-2304	SDC	1.2		.05
*972.	Feb 12	9:43am	Fm AIKEN	SC	803-645-4105	SDC	4.1		.18
*973.	Feb 12	10:28am	Fm AIKEN	SC	803-644-4467	SDC	.8		.04
*974.	Feb 12	10:59am	Fm AIKEN	SC	803-645-4105	SDC	.5		.02
*975.	Feb 12	11:00am	Fm AIKEN	SC	803-648-2011	SDC	1.7		.08
*976.	Feb 12	12:23pm	Fm PHOENIX	AZ	602-576-2353	SDC	1.9		.09
*977.	Feb 12	12:34pm	Fm VALENTINE	NE	402-376-1721	SDC	.6		.03
*978.	Feb 12	12:38pm	Fm VALENTINE	NE	402-376-1721	SDC	.1		.01
979.	Feb 12	2:34pm	Fm LOCAL CALL		704-552-6565	SDC	.8		.04
*980.	Feb 12	4:03pm	Fm MIDDLEBURG	VA	540-687-0033	SDC	1.1		.05
*981.	Feb 12	4:31pm	Fm VAIL	CO	970-376-3233	SDC	.9		.04
*982.	Feb 12	4:34pm	Fm MIDDLEBURG	VA	540-687-0033	SDC	1.3		.06
*983.	Feb 12	5:14pm	Fm CANOGAPARK	CA	818-227-4829	SDC	1.7		.08
*984.	Feb 13	2:00pm	Fm AIKEN	SC	803-641-0718	SDC	1.1		.05
*985.	Feb 13	9:23pm	Fm DERRY	NH	603-553-2993	SDC	13.1		.59
*986.	Feb 15	10:53am	Fm RICHARDSON	TX	972-729-0000	SDC	2.3		.10
*987.	Feb 15	11:56am	Fm NEW YORK	NY	212-918-0000	SDC	1.5		.07
*988.	Feb 15	12:23pm	Fm AIKEN	SC	803-644-4468	SDC	4.9		.22
*989.	Feb 15	12:37pm	Fm DAVIDSON	NC	704-987-9700	SDC	1.1		.05
*990.	Feb 15	4:12pm	Fm AIKEN	SC	803-641-0718	SDC	2.1		.09
*991.	Feb 15	4:16pm	Fm FORT MYERS	FL	239-768-3314	SDC	1.7		.08
*992.	Feb 15	4:50pm	Fm VAIL	CO	970-376-3233	SDC	1.7		.08
*993.	Feb 15	5:20pm	Fm AIKEN	SC	803-641-0718	SDC	1.3		.06
*994.	Feb 15	5:23pm	Fm CANOGAPARK	CA	818-227-4829	SDC	1.1		.05
*995.	Feb 15	6:43pm	Fm AIKEN	SC	803-641-0718	SDC	1.1		.05
*996.	Feb 15	9:09pm	Fm GRANDPRARI	TX	469-855-3216	SDC	.4		.02
*997.	Feb 16	8:47am	Fm SAVANNAH	GA	912-238-2040	SDC	.8		.04
*998.	Feb 16	9:01am	Fm SAVANNAH	GA	912-238-2040	SDC	.4		.02
*999.	Feb 16	9:02am	Fm SAVANNAH	GA	912-238-2040	SDC	1.9		.09
1000.	Feb 16	10:06am	Fm AUGUSTA	GA	706-722-7600	SDC	.9		.04
1001.	Feb 16	10:42am	Fm LOCAL CALL		704-552-6565	SDC	1.9		.09
1002.	Feb 16	11:03am	Fm WPALMBEACH	FL	561-537-4880	SDC	4.0		.18
1003.	Feb 16	11:47am	Fm ATLANTA NW	GA	770-926-3795	SDC	.9		.04
1004.	Feb 16	12:59pm	Fm LAS VEGAS	NV	702-492-6895	SDC	.2		.01

(Hirschhorn Exhibit 1 was marked for identification.)

Q. (By Mr. Braithwaite) Let me show you what's been marked Exhibit 1 to this and in particular, let me find...

MR. TAYLOR: Rob, I don't suppose you have an extra copy of that, do you?

MR. BRAITHWAITE: What's that?

MR. TAYLOR: Whatever it is that you're having marked.

MR. BRAITHWAITE: I do.

MR. TAYLOR: Thank you.

MR. BRAITHWAITE: It's the initial contract.

Q. (By Mr. Braithwaite) Here we go. All right, sir, I'm going to try to draw your attention to a particular page here, so the total expenses --

A. That's right.

Q. -- were $92,987.00; right?

A. Okay.

Q. And I believe you signed that document?

A. Initialed that.

Q. And what did she tell you would happen with respect to those expenses if you elected not to go forward with the auction?

AUCTION SALES &
MARKETING PROPOSAL PRESENTED TO

Karl Wesley Hirschhorn and Erin Francis Hirschhorn,
As Trustees of the Karl Wesley Hirschhorn and Erin Francis Hirschhorn
Revocable Trust Dated May 24, 1993
836 Whiskey Road
Aiken, South Carolina 29501

GRAND ESTATES AUCTION COMPANY®

Stacy Kirk
President

November 10, 2009

"This proposal includes information derived from the extensive efforts of the Grand Estates Auction Company. The following information shall not be disclosed or duplicated in whole or in part for any purpose other than "evaluation" by those persons directly related to the decision for the Event as described in the Proposal without the expressed written permission of Grand Estates Auction Company."

PRIVATE
This document is subject to a Protective Order
Civil Action No. 2010-CP-02-3055



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GRAND ESTATES AUCTION COMPANY®

PROPOSAL

GRAND ESTATES AUCTION COMPANY®

CONFIDENTIAL

836 Whiskey Road
Aiken, South Carolina 29501

PROPOSAL

SALE METHODOLOGY

The auction would be held on or before Tuesday, February 9th, 2010 on-site. The sale terms would be all cash, with a ten percent (10%) non-refundable down payment auction day and the balance due upon closing within thirty (30) days.

EVENT TIMING

The auction date is scheduled approximately Sixty (60) days from the execution of the Exclusive Real Estate/Auction Marketing Agreement. This provides sufficient time to implement our S.M.A.R.T program. The Strategic Marketing and Accelerated Real Estate Transaction is a highly specialized sales and marketing plan that utilizes the auction process to produce a sale in a short time frame for maximum market value.

The schedule is very important and so as not to experience any delays, sellers are requested to provide us with all necessary documents and/or information regarding the property. Time is of the essence. Receiving this in the timeliest manner enables us to prepare the marketing materials.

MARKETING PLAN

Grand Estates Auction Company® proposes an auction using our unique style of auctioning for your luxury property using our S.M.A.R.T. Program for the sale of your luxury home in Aiken, South Carolina.

Our program will incorporate the expertise of our corporate staff to insure that your luxury property is professionally promoted through public relations, special events, real estate office visits, newspapers, magazines, direct mailing, telemarketing, the internet, and a comprehensive showing period. The following will ensure maximum exposure and highlight the different phases of our marketing program that will be customized to promote the sale of your luxury property.

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Oremus v. 4 K&D Corp, et al
Grand Estates Defendants_000633

MARKETING STRATEGY

To ensure maximum exposure for your luxury home we will use a combination of the following marketing elements:

PHOTOGRAPHY

We utilize only the services of some of the finest architectural photographers in America. Photography is a critical element to well-developed brochures, Internet sites and advertisements. The photography provides the introduction to prospective purchasers who will want to obtain more information on these properties based upon their first impression.

LUXURY BROCHURES

Your brochure is designed and developed by our staff to illustrate the fine and exciting features of your home. Its purpose is to entice and create desire for more information, along with an opportunity to own a "one of a kind, prestigious property". Based upon the media schedule requirement we would order between 8,000 and 60,000 full color brochures. These brochures are used for the direct mail campaign and for public relations.

PPP™ – PROPERTY PURCHASE PACKAGE™

Your property will have a customized Property Purchase Package™, a proprietary information packet exclusively provided by Grand Estates Auction Company®, to be offered to prospective bidders. A typical package is made up of: Auction overview, a description of the property, survey, maps, floor plans, area information, property inspection report, termite report, legal description, tax information, terms and conditions of the sale and instructions on how to participate in the auction. Bidders feel more confident in escalating their bids because they know what they are buying. The due diligence has been performed for them, however we welcome them to perform their own as well. We open the property to any prospective bidder's inspectors, surveyors, etc. so that they can verify the information provided to them. The more confident the bidders are about what they are buying the higher the bids.

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APPENDIX 000879

The sale of your property takes place "where is, as is," therefore the PPP™ is a prerequisite to being allowed to bid. It states multiple times in the PPP™ that the sale is "where is, as is," and all bidders are required to sign that they are aware of this condition. This also means that there are no contingencies of the sale. The 10% binder money is non-refundable.

DIRECT MAIL

Through diligent effort and person to person screening we have developed a highly desirable mailing list that belongs exclusively to Grand Estates Auction Company®. This list has not been purchased nor can it be sold. We have captured and qualified prospects that have expressed a definitive interest in purchasing high-end luxury real estate through our auctions. We also buy lists that are specific to the profile of the buyer we have developed for your property.

NEWSPAPER & MAGAZINE ADVERTISING

Grand Estates Auction Company® will immediately begin advertising design and placements for the sale of your property. A proprietary media schedule has been developed to ensure that the media campaign will promote your luxury property in business newspapers, national and international magazines and publications, as well as local and area newspapers. This advertising will be placed in premium locations of these publications (as available).

The advertising will be well designed to create maximum interest and encourage potential prospects to request additional information. (See – Sample Advertisements)

Grand Estates Advertising, LLC will be used to develop and place all advertising ads. Grand Estates Advertising, LLC is a separate but related Company to Grand Estates Auction Company®.

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APPENDIX 000880

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INTERNET ADVERTISING AND PROMOTION

Your luxury property and its information will be featured on our website, www.GrandEstatesAuction.com. We will design elegant and informative pages to promote your property on our website as well as offer the opportunity to be one of our featured properties on our homepage.

Our web address is optimized with leading search engines such as Google, Yahoo, and MSN, resulting in first page organic keywords related to luxury real estate and auctions. We also utilize paid search advertisements with high placements through each search engine. In addition we have numerous strategic partnerships with real estate websites and blogs to promote the auction and invite potential prospects to order a brochure and a Property Purchase Package™.

SIGNS AND BANNERS

Property signs will be placed at strategic locations to draw attention to the property and auction. These signs will have a toll free number for prospects to call to request additional information. The signage also serves as directionals to the property.

PUBLIC RELATIONS

Grand Estates Auction Company® has an exclusive public relations agreement with Grand Estates Advertising, LLC. They oversee the public relations campaign for our auctions. Also through the efforts of Grand Estates Advertising, LLC, Grand Estates Auction Company® will produce an effective public relations campaign to generate enthusiasm and a level of excitement for the sale of your luxury property that can not be replicated with other sales methods. This coverage may include, but is not limited to, highly visible newspaper articles, pre-auction television coverage, radio coverage, special event coverage and Internet web broadcasts. Our top-notch public relation campaign can produce outstanding press releases, ensuring enhanced marketing.

TELEMARKETING

Every ad carries our toll-free number inviting prospects to call for a free color brochure. We talk to each inquiry for as long as possible, ascertaining as much pre-qualifying information as possible beyond name,

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address, phone number and source of lead. A brochure is mailed immediately. Follow-up calls are made to each and every prospect in which we try to develop a relationship that allows us to further qualify the prospect. A Property Purchase Package™ is offered with this call. A second qualifying follow-up call culls the list and extends personal invitations to the preview.

We are constantly monitoring the level of interest and providing you with weekly detailed printed reports on each individual.

The media schedule is reviewed weekly for cost per lead, lead quality and lead quantity.

PREVIEW

We strongly encourage prospective bidders to personally examine the property. The preview is key to creating intense excitement about the opportunity to purchase your property. Bid assistants man the property during the established preview period of typically three to six days. Our people are experienced working with prospective bidders conducting pre-sale inspections. Grand Estates' bid assistants concentrate on further developing rapport with the bidders during this preview period to help them feel as confident as possible with the upcoming auction.

All preview appointments are arranged through Grand Estates Auction Company®. If there are prospects that are unable to attend during the set preview schedule we welcome them to make an appointment to see the property at another time. We want to accommodate the prospective bidders in any way we can. We assist the prospects with travel arrangements, hotel accommodations, car rental or livery service, etc. We do not leave anything to chance.

BROKER PARTICIPATION

The Bid Assistants from Grand Estates Auction Company® will contact every top-notch real estate firm in the area. We also provide all of the agents with the appropriate documentation so they can register their clients and explain the commission structure advantage of submitting a high initial bid.

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Inviting high end brokers to participate is an important element. We want them on our side, therefore we recommend that up to a 3% commission be paid to a broker who brings in a successful buyer who purchases and closes on the property. For a broker to properly represent a client they must submit a written opening bid 24 hours prior to the auction. The agent's clients can attend the auction to continue to raise their bid. We recommend paying 3% on the opening bid amount and only 1% on the difference between the original written bid and the final winning bid. This encourages the agent to obtain the highest opening bid possible from their buyer prior to the auction.

AUCTION DAY

The remainder of Grand Estates Auction Company® staff will have arrived one to two days prior to the auction. All bid assistants will have been on site for the duration of the preview.

The day of the auction the bid assistants will greet and meet with all prospective bidders as they arrive. They will escort them to the registration table if they have not yet registered. At the registration table they will sign in and present the required forms from the Property Purchase Package™.

All bidders must be properly registered in order to participate in any of the auction formats. Registration will only be allowed to those who have brought with them the required certified funds, personal check with Bank letter of guarantee, credit card with prior approval, or have pre-registered by sending to the trust account in advance the required funds. Registration Instructions and Participation Instructions are provided to prospective bidders in the Property Purchase Package™.

The bid assistant will then offer to answer any final questions and at this time try to secure opening bids before the sale starts. These bids will be brought to the auctioneer. The auctioneer will open the auction with these bids and any written bids that were received from real estate agents.

Upon the completion of the auction the high bidder will be escorted to the closing office where our closing agent will collect the full 10% down payment and commence with the signing of all necessary documents. The unsuccessful bidders will remain on site until all paperwork and contracts are signed. It is recommended that closing take place as soon as possible, no

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more than 30 days. If buyer and seller choose they may make other arrangements.

AUCTION FORMATS

ON-SITE BIDDING

OPEN OUTCRY

This is the most common auction format, and can take place either on-site or at another location depending upon circumstances. A bidder will raise their hand, paddle, call out their bid or have a bid assistant place a bid for them. Upon the auctioneer recognizing the bid it is then confirmed with the bidder. The auctioneer then goes to the next price increment, again asking the audience for a bid. Our auctioneer is highly skilled in crowd psychology and will move at a pace that creates a comfort level with the bidders. We do not blow whistles, run through the audience yelling or want to create a circus atmosphere. Serious business is being conducted and serious money is being spent. It is our experience that theatrics and hysterics create distrust and buyers withdraw.

TELEPHONE BIDDING

Upon receipt of the paperwork and funds, the bidder will be assigned a bidder number. The bid assistant will contact the bidder to discuss the auction procedures, to answer questions, and discuss any concerns that the bidder may have. The bid assistant will remain available via telephone to the bidder throughout the auction. Any bids that the bidder wants to place will be relayed through the bid assistant to the auctioneer. Should a phone bidder be declared the high bidder, a purchase contract will be executed after verification by the accountant and immediately faxed to the buyer for initialing and execution. The balance of the 10% earnest money due shall be sent to the escrow agent within 24 hours of execution of the contract. All other procedures shall remain the same.

ABSENTEE BIDDING

The bidder will be required to sign a blank purchase contract and bidding authorization form. The bidding authorization form shall entitle Grand Estates Auction Company®, to place bids for the absentee bidder in

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previously specified increments up to an authorized dollar amount. These executed forms must be received in full before a bid can be received from the prospective bidder. If an absentee bidder is declared the winning bidder the balance of the 10% earnest money due shall be sent to the escrow agent within 24 hours of execution of the contract. All other procedures shall remain the same.

BUYER'S PREMIUM

A buyer's premium will be utilized and added to the highest offer to arrive at the total contract sale price for your property. The buyer's premium is an amount paid by the purchaser to the seller, in addition to the bid amount, and is used to offset the auction expenses, including the buyer broker. For this auction, we recommend a Seven and One Half Percent (7 ½%) buyer's premium. The buyer's premium proceeds are used as follows: The first FOUR AND ONE HALF PERCENT (4 ½%) goes to the Seller to help reimburse the seller for the marketing expenses. Next up to a THREE PERCENT (3%) commission is paid to any cooperating broker. In the event that there is no cooperating broker, the balance will be paid to the seller.

OPENING BID INCENTIVE

We also offer on all of our auctions a Buyer Opening Bid Incentive Program, which creates a built in protection to the seller. It allows the seller to receive and review bids prior to the auction day. These bids will be used as a ground floor to the actual bidding on auction day. The seller will also have the knowledge of what the community of bidders is thinking in relationship to the value of the property. The incentive for the bidder to bring forth a written opening bid prior to auction is a credit of a percentage of the written bid amount. (See opening bid incentive form enclosed).

COMMISSION

Grand Estates Auction Company® is to be paid a commission from the seller of TEN PERCENT (10%) on the total contract price for the property payable at the time of closing. Marketing and sales expenses to market and promote the property are payable upon execution of the Auction Marketing Agreement.

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SUMMARY

Grand Estates Auction Company® has the resources and capability to work with you to develop the auction strategy that is suited to marketing your luxury property. Our firm has developed a multitude of strategies and techniques based upon years of auction and marketing experience to devise the best program for marketing your property. We will be more than happy to discuss your goals and objectives under this proposal or a combination of scenarios in order to achieve your success.

The final ingredient for a successful auction, and one that Grand Estates Auction Company® alone can offer, is that the sale of your property will be conducted by some of the most experienced sales and marketing people in the business. On behalf of the entire staff of Grand Estates Auction Company®; we would like to thank you for the opportunity of presenting this proposal.

*Property Purchase Package™ and PPP™ are trademarks of Grand Estates Auction Company® and may not be used by any other organization for any purpose without written consent from Grand Estates Auction Company®.

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MEDIA, MARKETING & PROMOTIONAL SCHEDULE

GRAND ESTATES AUCTION COMPANY®

GRAND ESTATES ADVERTISING, LLC

Outlined below are the media selections designated in a joint selection process between Grand Estates Auction Company® and Grand Estates Advertising, LLC for your auction marketing campaign. These selections are based upon the Seller's goals and objectives for this auction, to take place on February 9, 2010.

Karl Wesley Hirschhorn and Erin Francis Hirschhorn,
As Trustees of the Karl Wesley Hirschhorn and Erin Francis Hirschhorn Revocable Trust Dated May 24, 1993
838 Whiskey Road
Aiken, South Carolina 29501

MAGAZINES	RUN DATES	SIZE	# INS.	COST
FORBES MAGAZINE				
BIWEEKLY BUSINESS MAGAZINE	Jan 4 - 17	4-COLOR 1/4 PAGE	1X	$4,025.00
NEW YORK TIMES MAGAZINE				
WEEKLY LIFESTYLE MAGAZINE	Jan 10 - 16	4-COLOR 1/4 PAGE	1X	$5,943.80
HOMES AND LAND OF AUGUSTA				
MONTHLY REAL ESTATE MAGAZINE	January Issue	4-COLOR FULL PAGE + COVER	1X	$1,351.25
THE REAL ESTATE BOOK OF AIKEN & NORTH AUGUSTA				
MONTHLY REAL ESTATE MAGAZINE	January Issue	4-COLOR FULL PAGE + COVER	1X	$912.00
THE AIKEN HORSE				
MONTHLY HORSE PUBLICATION	Jan 1 - Feb 28	4-COLOR FULL PAGE	1X	$896.00
THE CHRONICLE OF THE HORSE				
WEEKLY HORSE CHRONICLE (REAL ESTATE SPECIAL)	Jan 8 - 15	4-COLOR 1/2 PAGE	1X	$838.44
WEEKLY HORSE CHRONICLE	Jan 15 - 22	4-COLOR 1/2 PAGE	1X	$838.44
WEEKLY HORSE CHRONICLE	Jan 22 - 29	4-COLOR 1/2 PAGE	1X	$838.44
SIDELINES MAGAZINE				
MONTHLY HORSE PUBLICATION	January Issue	4-COLOR 1/2 PAGE	1X	$1,140.00
EQUINE MONTHLY MAGAZINES				
SOUTHEAST EQUINE	Jan 1 - 30	4-COLOR 1/2 PAGE	1X	$800.00
HORSIN AROUND	Jan 1 - 30	4-COLOR 1/2 PAGE	1X	$800.00

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NEWSPAPER	RUN DATES	SIZE	# RUNS	COST
WALL STREET JOURNAL- NATIONAL EDITION				
REAL ESTATE CLASSIFIED DISPLAY	Jan 8	BW 2 COL X 4 1/2"	1X	$5,230.78
REAL ESTATE CLASSIFIED DISPLAY	Jan 15	BW 2 COL X 4 1/2"	1X	$5,230.78
NEW YORK TIMES				
ESCAPES	Jan 8	BW 2 COL X 5.25"	1X	$2,694.23
SUNDAY BUSINESS	Jan 17	BW 2 COL X 5.25"	1X	$2,694.23
WASHINGTON POST				
REAL ESTATE CLASSIFIED DISPLAY AD	Jan 9	BW 2 COL X 3 1/2"	1X	$1,233.95
REAL ESTATE CLASSIFIED DISPLAY AD	Jan 10	BW 2 COL X 3 1/2"	1X	$1,233.95
ATLANTA JOURNAL-CONSTITUTION				
SUNDAY BUSINESS DISPLAY AD	Jan 17	BW 1/4 PAGE	1X	$2,447.20
SUNDAY BUSINESS DISPLAY AD	Jan 24	BW 1/4 PAGE	1X	$2,447.20
CHARLOTTE OBSERVER				
SUNDAY DISPLAY AD (MAIN NEWS)	Jan 17	BW 2 COL X 3"	1X	$873.58
SUNDAY DISPLAY AD (MAIN NEWS)	Jan 24	BW 2 COL X 3"	1X	$873.58
MIDDLEBURG, VA NEWSPAPERS				
LEESBURG TODAY & ASHBURN TODAY	Jan 8	BW 1/8 PAGE (5" x 2.75")	1X	$532.80
MIDDLEBURG LIFE	Jan 11	BW 1/4 PAGE (5" x 5.75")	1X	$471.50
LEESBURG TODAY & ASHBURN TODAY	Jan 15	BW 1/8 PAGE (5" x 2.75")	1X	$532.80

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NEWSPAPERS (CONT'D)	RUN DATES	SIZE	NO	COST
OCALA STAR BANNER				
DISPLAY AD (SATURDAY REAL ESTATE)	Jan 9	BW 1/8 PAGE	1X	$768.89
DISPLAY AD (SATURDAY REAL ESTATE)	Jan 23	BW 1/8 PAGE	1X	$768.89
AIKEN STANDARD				
HOME HUNTER (SUNDAY REAL ESTATE PUBLICATION)	Jan 9	4-COLOR FULL PAGE		$300.00
HOME HUNTER (SUNDAY REAL ESTATE PUBLICATION)	Jan 16	4-COLOR FULL PAGE		$300.00
HOME HUNTER (SUNDAY REAL ESTATE PUBLICATION)	Jan 23	4-COLOR FULL PAGE		$300.00
HOME HUNTER (SUNDAY REAL ESTATE PUBLICATION)	Jan 30	4-COLOR FULL PAGE		$300.00
HOME HUNTER (SUNDAY REAL ESTATE PUBLICATION)	Feb 6	4-COLOR FULL PAGE		$300.00

OTHER MEDIA	RUN DATES	SIZE	NO	COST
REALTOR.COM				
SKYSCRAPER AD	Jan 1 - Feb 1	160 X 600 PIXELS		$2,300.00
PRODUCTION COSTS				$2,800.00
TOTAL MEDIA				$52,457.82

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Proposed Marketing Expenses

Karl Wesley Hirschhorn and Erin Francis Hirschhorn,
As Trustees of the Karl Wesley Hirschhorn and Erin Francis Hirschhorn Revocable Trust Dated May 24, 1993
836 Whiskey Road
Aiken, South Carolina 29501

Brochures:		
6-Panel Color @ 100lb, 10,000 text gloss		$5,675.00
Brochure Production Costs:		
Camera ready artwork, layout, design, typesetting, mechanical preperation, color separations, & film		$2,000.00
Brochure Postage & Handling:		
Folding, sealing, labeling & mailing		$4,840.00
Brochure Mailing Lists:		
Selectively Targeted: In-house list for all buyers in VA, NC, SC, GA and FL; All Buyers that have expressed interest in Equestrian Properties; Local Area MLS & High-End Realtors specific to Equistrian Properties; Aiken Trainers; and Masters of Fox Hounds Association of America Officers & Directors.		
Appraisal:		Seller to provide
Internet Site Development: Includes site development for our site plus links to our sponsors		$850.00
Telemarketing & Call Follow Up:		$890.00
Public Relations:		$3,500.00
Photography:	Interior & Exterior $2900 Stock $375.00	$3,275.00
Video:		$500.00
Signage:	Quantity: 2 - 4' X 6' Signs, plus 10 - 24" X 30" Auction Directionals & 1 - Banner	$2,575.00
Property Purchase Package: Includes approximately 5 chapters, previewing contracts, data regarding property, maps, Title commitment zoning, tax info, etc. (see example)		$1,125.00
Total Proposed Marketing Expenses:		$25,030.00

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PROPOSED PROMOTIONAL EXPENSES

Karl Wesley Hirschhorn and Erin Francis Hirschhorn,
As Trustees of the Karl Wesley Hirschhorn and Erin Francis Hirschhorn Revocable Trust Dated May 24, 1993
836 Whiskey Road
Aiken, South Carolina 29501

The following Auction personnel list consist of independent contractors and employees who will be involved in your auction.

AUCTION STAFF	RATE	NO.	TOTAL
Auctioneer	$3,500.00	1	$3,500.00
Auction Coordinator	$3,600.00	1	$3,600.00
Bid Assistants	$1,100.00	1	$1,100.00
Registrar and Closing Agent	$1,400.00	1	$1,400.00

AUCTION SITE STAFF				Amount of days	
Site Director	$300.00	per day	1	6	$1,800.00
Site Assistant	$250.00	per day	2	6	$3,000.00

Auction Day Expenses: Shipping of materials, Security, Food and Rentals for Auction Day $1,100.00

Rates include hotel, travel & meals.

TOTAL PROPOSED PROMOTIONAL EXPENSES $15,500.00

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SUMMARY OF AUCTION EXPENSES

MEDIA EXPENSES:	$52,457.82
MARKETING EXPENSES:	$25,030.00
PROMOTIONAL EXPENSES:	$15,500.00
TOTAL EXPENSES:	$92,987.82

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Seller's Checklist

Grand Estates Auction Company will make the arrangements for all or any of the items listed below. The items below will need to be charged directly to Seller unless the items are included in the proposed contract between Grand Estates Auction Company and Seller or the Sales Contract between Seller and Buyer. Otherwise, the items will be at Sellers expense.

The following is a list of items that need to be received by our office no later than 35 days prior to auction, so that our staff can start putting together your PROPERTY PURCHASE PACKAGE for prospective bidders, the Preliminary Title Report must be ordered 5 days after signing your contract, (Grand Estates Auction Company will order the title report) this sometimes takes a little longer to receive. Please forward these items to the attention of:

Desiree Watson
Grand Estates Auction Company
9115-F Old Statesville Road
Charlotte, NC 28269

1. **PRELIMINARY TITLE INSURANCE COMMITMENT (THIS MUST BE ORDERED 5 DAYS AFTER YOU HAVE SIGNED THE CONTRACT):** A representative of Grand Estates will order this for you. Call us if you have any questions about this.
2. **A CURRENT SURVEY:** including not only the boundary lines, but also all buildings, improvements, fences, pools, driveways, easements, etc. Tell your surveyor that you will be getting an updated title insurance policy with this survey and that your buyer will be using it to obtain title, mortgage and deed.
3. **ATTORNEY:** We will need the name, address and telephone number along with the fax number of a real estate attorney who you will want to use to handle any of your legal work and closing details for you. It is the responsibility of the Seller for the expense of your attorney's review to our Purchase & Sale Agreement, any legal and documentation prep fees including the survey. The closing will take place with a third party title company or a third party attorney. This is specified on the Sales Contract between buyer and seller.
4. **HOME INSPECTION REPORT:** You will want to find the most thorough and reputable home inspection company you can. If there is any kind of problem, known or unknown by you, you will want it disclosed in this report to the buyer. It doesn't mean that you will necessarily have to repair it, however, you will want to disclose it. In many states if a buyer can prove that a seller should have known of a defect and failed to disclose it, the seller can be held responsible. Talk to your attorney about any particular liability laws in your state. Tell him this is an "AS IS, WHERE IS" sales contract, and see what he has to say about your state. This is also the Sellers expense.

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5. **SWIMMING POOL INSPECTION:** If applicable
6. **SEPTIC TANK & WELL WATER INSPECTION:** If applicable
7. **APPRAISAL:** If applicable
8. **OIL HEATING:** Are tanks in the house? Where buried? What size? How old?
9. **ENVIRONMENTAL INSPECTION:** If applicable.
10. **TERMITE INSPECTION REPORT:** Get a clear report for all wood destroying insects if you can, if not we will want to disclose any damage.
11. **FLOORPLANS OR ARCHITECT'S DRAWINGS.**
12. **ELEVATION CERTIFICATE:** if your property is a waterfront property.
13. **FLOOD INSURANCE:** requirements if your property is in a flood zone.
14. **CERTIFICATE OF OCCUPANCY:** if your property is new construction.
15. **PRIVATE CLUB'S GOLF, EQUESTRIAN FACILITIES, MARINA'S, ETC:** joining fees, and literature.
16. **RESIDENTIAL PROPERTY DISCLOSURE STATEMENT:** We will provide this to you if you don't have it.
17. **LEAD PAINT DISCLOSURE:** Only if your home is built before 1977.
18. **RADON GAS INSPECTION:** Only if applicable in your state.
19. **ASBESTOS DISCLOSURE:** Only if you live in an older home that has asbestos.
20. **ZONING OF PROPERTY:** Can property be subdivided?
21. **MOST RECENT TAX BILL:** Any reassessment papers, if a recent reassessment was done.
22. **MORTGAGE INFORMATION:** Updated information on all outstanding mortgages including Lender's names, current balances, account #'s.
23. **HOMEOWNER'S ASSOCIATION BYLAWS, SUBDIVISION RESTRICTIONS & DEED RESTRICTIONS:** If HOA, how much are the monthly dues.
24. **FURNITURE AND OR FURNISHINGS:** If you are including any we need an itemized list clearly detailing each item.
25. **FURNITURE THAT IS NOT GOING TO BE INCLUDED:** We need an itemized list clearly detailing each item.

****ADDITIONAL ITEMS NEEDED**

1. **MARKETING MATERIALS, BROCHURES, LITERATURE, PHOTOGRAPHY AND NEGATIVES:** Anything that you may have that will help us put together a better description of your property.

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PROPOSED TERMS AND CONDITIONS

GRAND ESTATES AUCTION COMPANY®

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PROPOSED AUCTION TERMS AND CONDITIONS
FOR

Karl Wesley Hirschhorn and Erin Francis Hirschhorn,
As Trustees of the Karl Wesley Hirschhorn and Erin Francis Hirschhorn
Revocable Trust Dated May 24, 1993
836 Whiskey Road
Aiken, South Carolina 29501

AUCTIONEER

Auctioneer reserves the right to announce any additional terms and conditions before or during the auction.

All decisions of the Auctioneer shall be final, including but not limited to decisions on matters of increments of bidding, disputes among bidders, and any other matters that may arise during the Auction.

SELLER

The Seller has the right to add to or withdraw from the sale any property prior to the auction.

The property will be sold "AS IS, WHERE IS". NO WARRANTIES, either statuary or otherwise, expressed or implied as to the fitness, the functionality, habitability, workmanship, expressed or implied is offered.

AUCTION COMPANY

The Auction Company has relied upon the Seller for all information in regards to the property. It is believed that this information is true and correct.

The Auction Company has relied upon the seller for information published in all advertising.

Grand Estates Auction Company® is the selling Agent only and makes no representation concerning the property.

ATTORNEY

Title will be conveyed by a warranty deed subject to the matters set forth.

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Closing shall take place in the county in which the property is located by a recognized pre-approved Title Company or attorney.

Closing shall be held within 30 days of contract signing or sooner.

Closing costs shall be paid by the buyer including the County transfer tax of $_____ per thousand of purchase price.

All monies will be held in a non-interest bearing escrow account under the control of Richard M. Koch, Attorney at Law, Charlotte, NC, as escrow agent, pending the closing and in accordance with the terms of the Real Estate Sales Agreement. No disbursement shall be made from this account until the closing.

PURCHASER

Purchaser has agreed that purchaser has inspected the property and is not relying on any warranty or representation of Seller or Seller's agent or any member of auction company contracted or subcontracted employees. Purchaser agrees to buy property "AS IS, WHERE IS".

Purchaser agrees to sign Sales Agreement and pay a 10% earnest money deposit, with $50,000.00 being in certified funds, personal check with a bank letter of guarantee, credit card with prior approval, or any other form that seller finds acceptable immediately after being declared the winning bidder. The balance of the earnest money may be paid in personal check. Buyer agrees that the earnest money is non-refundable should Buyer fail to close.

REGISTRATION

All bidders must be registered to bid at the auction and present a certified check, personal check with a bank letter of guarantee, credit card with prior approval, or any other form that seller finds acceptable in the amount of $50,000.00 in order to register and obtain a bid number. The check is to be made payable to the bidder.

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AUCTION MARKETING CONTRACTS

GRAND ESTATES AUCTION COMPANY®

EXCLUSIVE REAL ESTATE/AUCTION MARKETING AGREEMENT

1. In consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the undersigned, Karl Wesley Hirschhorn and Erin Francis Hirschhorn, As Trustees of the Karl Wesley Hirschhorn and Erin Francis Hirschhorn Revocable Trust Dated May 24, 1993, hereinafter referred to as "Seller(s)," hereby represents to be the owner(s) of real estate located at 836 Whiskey Road, Aiken, South Carolina 29501. Seller(s) hereby appoints "4 K&D Corporation d/b/a GRAND ESTATES AUCTION COMPANY," a North Carolina Corporation; located at 9115-F Old Statesville Road Charlotte, NC 28269, phone # 704-529-0026, the sole and exclusive agent for Seller(s), hereinafter referred to as "GEA," through South Carolina Real Estate Broker Scott Kirk, License No. 75461. "GEA" has the exclusive right to sell said Property by public or private sale, from the date this Agreement is executed and up to the auction and including One Hundred Eighty (180) days after the auction.

2. PROPERTY DESCRIPTION(S): 836 Whiskey Road, Aiken, South Carolina 29501. Legal description of said property will requested through title search upon execution of Exclusive Real Estate/Auction Marketing Agreement. The title search will be known as "Exhibit A" in contract between GEA, Seller(s) and Buyer(s). The legal description from title search will provide the complete description of property that is the subject of this Agreement known as the "Property."

3. Seller(s) warrants the truth of all statements made by Seller(s) contained herein to the best of Seller(s)' knowledge and belief, and further warrants that Seller(s) has the right to convey title to said Property and that there are no pending claims or suits affecting Property; that there is no litigation involving the Property; that the Seller(s) is current on all mortgage obligations effecting the Property; that there are no known dangerous conditions on the Property; that there is no hazardous waste on the Property, that there are no violations of any kind regarding building or zoning, including but not limited to FEMA; and that there are no structural defects of workmanship.

4. TYPE OF AUCTION: The auction sale will be held on Tuesday, February 9, 2010, or such earlier date as may be agreed upon by Seller(s) and GEA. "GEA" will offer the Property located at 836 Whiskey Road, Aiken, South Carolina 29501 at ABSOLUTE AUCTION with no minimums or reserves. The Seller(s) has the right, in its sole discretion, to add or withdraw all or any portion of the property, prior to commencement of the bidding. "Commencement of the bidding" as used herein shall mean the commencement of the bidding on the day of the auction, when the auctioneer opens the auction and solicits verbal bids. Solicitation and receipt of any opening bid prior to the actual commencement of the bidding by the auctioneer, including without limitation any bid that qualifies for an incentive under the Buyer Opening Bid Incentive Program shall not trigger a commencement of the bidding as used herein. If the property is withdrawn, a withdrawal fee shall be due and

payable on auction day that will be credited to the stated commission at closing. Seller(s) acknowledges that upon the commencement of the bidding, the Property will be sold to the highest bidder(s) regardless of the bid price, and Seller(s) understands and acknowledges that he/she relinquishes any right to place any minimum or reserve on the bidding with respect to the Property.

5. AUCTION COMPANY DISCLAIMER: Seller(s) acknowledges that "GEA" has made no representations or promises as to the price that may be bid at the auction. (See Disclaimer Addendum)

(a)"GEA" HAS NO OPINION AS TO THE VALUE OF THE PROPERTY.

(b) The following disclaimer shall be included in and become a part of the Purchase & Sale Agreement: DISCLAIMER AS TO AUCTION COMPANY: Buyer shall look only to Seller(s) as to all matters regarding this Contract and the Property, and GRAND ESTATES AUCTION COMPANY shall not be responsible or liable in any way if Seller(s) fails or refuses to or cannot close title hereunder, or if the Property is affected in any way or is in any other way unsatisfactory to Buyer as Buyer may determine before or after closing.

6. DUTIES OF GRAND ESTATES AUCTION COMPANY: "GEA" will do or perform the following as the case may be:

(a) Prior to the auction sale, "GEA" shall prepare and distribute advertising and sales literature in a manner reasonably calculated to advise persons who might be interested in the Property and in the sale thereof.

(b) Prepare a full-color, descriptive sales brochure with photographs of the Property for sale.

(c) Provide and direct all auction personnel reasonably necessary for the purpose of promoting and conducting the auction.

(d) Perform the marketing and auction of the Property in a manner consistent with the Auction Sales & Marketing Proposal presented to Seller(s) dated November 10, 2009.

7. CONVEYANCE OF THE PROPERTY: The SELLER(S) acknowledges and understands that the SELLER(S) ability to transfer to a buyer a good, clear, marketable and

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insurable title is one of the primary inducements of "GEA" to undertake the sale of the property and expend its time, resources and efforts toward receiving a commission from one or more successful sales. In consideration thereof, the SELLER(S), at or before closing, undertakes and agrees to perform or permit the following with respect to the Property, in whole or in part, as the case may be:

(a) The SELLER(S) shall be in a position and will convey a good, clear, marketable and insurable title to each of the buyers.

(b) The SELLER(S) shall effect all conveyances by general warranty deed.

(c) SELLER(S) covenants and warrants that there are no liens or encumbrances against the property except those as may be shown on the title insurance commitment to be provided as a part of the Seller's Checklist.

(d) The buyers at auction may pay the purchase price for the property in cash.

(e) "GEA" shall not be responsible for any closing or recording costs or any brokerage commissions.

8. SELLER(S) AFFIDAVIT: Seller(s) agrees to refer to "GEA" any material inquires received while this Agreement is in effect, including but not limited to all requests for property information, any potential or prospective bidders or buyers, auction information, terms and conditions, offers to purchase, or media requests for interviews.

Seller(s) shall give GEA, prospective bidders, buyer, photographer, and etc. reasonable access to the Property before, during, and after the sale of the Property until the closing.

Seller(s) shall perform no act which could hinder the actions of the auction company in the promotion, marketing or sale of the property, including but not limited to the disclosure to any person or entity terms or price or value of the Property.

Failure to perform according to these paragraphs shall be considered a breach of contract upon Seller(s) and the penalty for such breach shall be construed as a withdrawal including the withdrawal fee (to be credited to the stated commission at closing) and all of its terms and conditions of such as stated in section 12.

9. COMMISSIONS: For its services in preparing for and/or conducting the Auction Sale, Seller(s) shall pay "GEA" a commission equal to Ten percent (10%) of the gross sales price

paid by the Buyer at Closing on the Property. Both Seller(s) and "GEA" agree that all deposits and purchase funds shall be paid to the Escrow for its proper disbursement. "GEA'S" commission shall be due and payable by the Seller(s) from the first proceeds of each sale on the date and at the time when the Property, in whole or in part, is conveyed to one or more buyers, and those commissions shall be deducted from the purchase price or prices. Seller(s) will instruct the ESCROW AGENT to pay commissions to "GEA" according to this Agreement. No funds shall be disbursed to any party without commissions being paid to "GEA" (See Escrow Instructions attached hereto.) If Buyer defaults in closing a Sales Contract, and the escrow is disbursed, "GEA" shall be entitled to Fifty percent (50%) of the deposit paid by the Buyer.

(a) During the Exclusive Listing Period "GEA" is entitled to the full commission if Seller(s) sells, leases, trades, transfers or otherwise disposes of all or any part of the Property, regardless of whether the buyer is secured by "GEA", Broker, Seller(s) or any other person. If within 180 days after the expiration date of the Exclusive Listing Period Seller(s) transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom Seller(s), Broker, or any other person communicated regarding the Property prior to the expiration date of the Exclusive Listing Period "GEA" shall be entitled to its full commission.

(b) Seller(s) also agrees to pay "GEA" its full stated commission if the closing of a Sales Agreement is prevented by existing liens, judgements, or suits pending against the Property or if Seller(s) is unwilling to close same after having agreed in writing to such a sale.

(c) After the deduction of all commissions due "GEA" hereunder, the balance of the purchase price may be utilized to satisfy and discharge all outstanding liens on the Property, in whole or in part, in order to enable a conveyance under the terms required of the Seller(s) hereunder. If, however, the net purchase price is insufficient to pay all of the outstanding liens and encumbrances on the Property, then the Seller(s) shall forthwith make available all funds necessary to obtain discharges of said encumbrances and to permit the conveyance(s).

10. BUYER'S PREMIUM: Seller(s) understands that a Seven and One Half Percent (7 ½%) Buyer's Premium will be automatically added to the winning bid of the Buyer(s) purchasing the Property at the auction sale. This fee will be explained in the auction terms

and conditions distributed to all bidders and will be automatically added to the winning bid. This Buyer's Premium, together with the high bid price, will determine the Gross Sales Price. In the event a Buyer Broker is due a commission under the guidelines of "GEA" Broker Participation Program (up to a three percent (3%) of the bid price), the Buyer Broker fee will be paid from this Seven and One Half Percent (7 ½%) Buyer's Premium. The remaining Buyer's Premium will be paid to the Seller(s) as part of the total sales price.

11. ADVERTISING AND AUCTION SALES CAMPAIGN FEES: In addition to said commission, Seller(s) shall pay to "GEA" for promotion and expense of conducting the auction sale the sum of Ninety-Two Thousand Nine Hundred Eighty-Seven and 82/100 Dollars (**$92,987.82**) due in three (3) installments, one third (1/3) at execution of this agreement, 1/3 at the time Seller(s) approves and signs off on print Advertising, and the final 1/3 thirty (30) days prior to auction.

(a) All costs outlined in the auction sales campaign proposal are best estimates as of the time the proposal was prepared. In the event that the actual costs of the advertising and auction expenses exceed the original estimates, "GEA" agrees not to pass the additional expenses on to the Seller(s). Likewise, in the event that costs come in lower than projected, "GEA" will not pass along any refunds to the Seller(s). Should the auction not be held on the Property, Seller(s) shall be responsible for all expenses related to auction day site.

(b) Seller(s) agrees to permit "GEA" to take photographs and/or videotapes of auction(s) and related events, and Seller(s) also agrees to grant "GEA" the right to utilize these materials for promotional purposes. These materials will remain the Property of GRAND ESTATES AUCTION COMPANY. Seller(s) name and likeness shall not be utilized in such materials without the prior written approval of Seller(s).

12. WITHDRAWAL: Seller(s) agrees that if Seller(s) withdraws Property or any portion of the Property from the date of this Agreement for any reason, Seller(s) will pay "GEA" a withdrawal fee of Fifty Thousand and no/100 Dollars ($50,000.00) for the Property withdrawn plus any unreimbursed expenses incurred by "GEA" within three (3) days of written withdrawal notice unless withdrawal occurs within ten (10) days of auction date in which case the withdrawal fee is due with notice of withdrawal.

If either of the following two Buyers, MR+MRS J Collec or Green Beaver Corp make an offer prior to January 1st, 2010 that is acceptable to Seller(s), the Exclusive Listing with GEA would be terminated, no

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Withdrawal fee would be due, but instead a $10,000.00 termination of contract would be paid by Seller(s)to GEA, and GEA would refund all marketing and promotional expenses from proposal except those incurred.

In the event Property sells prior to the Auction, the withdrawal fee will be waived and only the unreimbursed expenses and stated commission will be due. Should Property sell after withdrawal within the confines of paragraph 9A the full commission shall become immediately due and payable at closing and the withdrawal fee shall apply towards the commission due.

Seller(s) agrees to pay the withdrawal fee if the conducting of a sale is prevented by lawsuits, suits pending, liens, or judgments against the Property, unless such lawsuits, suits pending, liens, or judgments against the Property were caused by the conduct of GEA.

In the event that "GEA" is obliged to incur any expenses (including attorneys' fees, court costs, or other out-of-pocket monies) to collect any monies, including but not limited to commissions, auction campaign costs or withdrawal fees, due to Grand Estates Auction Company, Seller(s) agrees that the cost of collection will be added to these monies due and will be paid by the Seller(s).

13. LICENSING AND APPROVALS: Seller(s) agrees to obtain written approval of any governing bodies including but not limited to any applicable HOA, and or government bodies with jurisdiction over sale of Property.

14. BINDING EFFECT: This Agreement will be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and this Agreement constitutes the entire contract between parties. There are no oral representations or understandings other than the terms set forth herein. Any changes to be effective shall be in writing and signed by both parties.

15. ASSIGNMENT AND THIRD PARTIES: Neither party may assign, transfer, or delegate any right, obligation, or interest in this Agreement without prior, written consent of the other. This Agreement shall not create any rights in, nor be deemed to have been executed for the benefit of, any third party, except as expressly provided.

16. INSURANCE AND RISK OF LOSS: Seller(s) shall at all times prior to closing have, and maintain in effect, adequate insurance of the type and amount needed to insure Seller(s) and GEA, including GEA's agents, assigns, attorneys, brokers, contractors, directors, employees, members, officers, representatives, and successors in interest for any claim that might arise for casualty, damage, death, destruction, injury, or loss of any kind, to either person or property, during the inspection, preparation, preview, marketing, auction, or sale of the Property, as a result of any accident, act, act of God, death, error, fire, hazard,

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negligence, omission, theft, or vandalism, and Seller(s) shall solely pay the cost for this insurance. The risk of loss pertaining to the Property shall remain exclusively on Seller(s) until closing. Once Seller(s) has conveyed good title and possession to the buyer, the risk of loss shall immediately pass to the buyer.

17. HOLD HARMLESS AND INDEMNIFICATION: A Party at fault shall hold a Party not at fault harmless from, and indemnify the Party not at fault against, any action, arbitration, award, claim, cost, damage, deficiency, demand, expense, indemnity, injury, judgment, liability, loss, obligation, and suit of every kind, including reasonable attorneys' fees and costs of defense, asserted by any person, real or artificial, or by any entity of government, that the Party not at fault incurs as a result of any act, error, omission, or wrongdoing attributable to the Party at fault or that Party's agents, assigns, attorneys, brokers, contractors, directors, employees, invitees, licensees, members, officers, shareholders, representatives, or successors in interest, and which arises out of this Agreement, the transaction contemplated, or the related dealings of the Parties, except otherwise expressly provided herein.

18. LEGAL ACTION AND ARBITRATION: Any action, claim, controversy, counterclaim, dispute, or proceeding arising out of this Agreement or its breach, enforcement, interpretation, termination, validity, or the transaction contemplated, or any related dealings between the Parties (collectively "arbitration matter"), whether controlled by federal or state law, and whether an issue of law or equity, including the scope and applicability of this agreement to arbitrate, shall be determined and resolved exclusively by final and binding arbitration, with no appeal permitted, except as provided by applicable law for judicial review or enforcement of arbitration decisions. The arbitration shall be administered by the American Arbitration Association under its Arbitration Rules for the Real Estate Industry and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Parties waive the right to any legal action and trial by jury.

The costs of arbitration, including the fees and expenses of the arbitrators, but not including the Parties' attorneys' fees, shall initially be paid equally by the Parties. The prevailing Party shall be entitled to collect from the other its full costs associated with the arbitration, including reasonable attorneys' fees. The filing, proceedings, decisions, result, rulings, and award from any arbitration shall be permanently kept confidential and not disclosed in any form or manner to any entity, media, or person, and the Parties shall jointly move the court entering judgment on the arbitration award to so order.

Any arbitration matter must be commenced within one (1) year from the date when the cause of arbitration accrues or it will be forever barred. The right of arbitration shall accrue, and the one (1) year limitation period shall begin to run, on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered. A

memorandum referencing this contract and its terms may be filed at the sole discretion of GEA in the county the property is located in.

19. CHOICE OF LAW, JURISDICTION, AND VENUE: This Agreement, the Auction Escrow Instructions, and all issues and matters related to either shall be exclusively construed and governed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy, claim, or arbitration between the Parties shall be in the County of Mecklenburg in the State of North Carolina.

Parties only option of litigation will be to submit to binding arbitration. If arbitration is held to be an inappropriate remedy by any Court of Law, then any action at law shall be held only in the Superior Court of Mecklenburg County, North Carolina.

20. CONSTRUCTION: Article headings are for reference only and not intended to expand or restrict the scope or substance of the terms of this Agreement. Any reference to an Article includes all relevant sections and paragraphs within that Article. Wherever used, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine, or neuter, as the context requires.

This Agreement contains the final, complete, and exclusive agreement of the Parties and there are no oral or written agreements, inducements, promises, representations, or warranties, other than those expressly set forth herein. Any previous agreement, negotiation, or understanding between the Parties regarding the subject herein has been merged into this Agreement and shall not survive its execution. A deletion, modification, revision, supplement, or waiver of any term of this Agreement shall be effective only if made in writing and executed by the Parties with the same formality as this Agreement, unless otherwise provided herein.

No waiver by either Party of any breach of this Agreement shall be a waiver of any preceding or succeeding breach, and no waiver of any right shall be construed as a waiver of any other right. A Party shall not be required to give the other any notice to enforce strict adherence to the terms of this Agreement.

The terms of this Agreement shall be severable and, if any term is held illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected or impaired and, in lieu of the term held illegal, invalid, or unenforceable, there shall be added, to become part of this Agreement, a term as similar in effect as the illegal, invalid, or unenforceable term, as is possible, legal, valid, and enforceable.

The Parties have mutually participated in the negotiation and drafting of this Agreement and no legal inference, presumption, principle, or rule of draftsmanship or

construction shall be used in favor of, or against, any of them. This Agreement may be signed in multiple counterparts and each shall be an original, with all counterparts constituting a single instrument. A facsimile signature shall be considered as valid as an original signature.

21. MISCELLANEOUS: Seller(s) acknowledges that every question Seller(s) had regarding this Agreement and its subject has been answered by GEA to Seller(s) satisfaction. Each Party has had the opportunity to seek the advice of legal counsel of its choosing, and each has either done so or has voluntarily decided to forgo such advice, with full understanding of the risk involved in such course.

GEA and the Broker shall conduct all brokerage activities in regard to this Agreement without respect to race, color, religion, sex, national origin, handicap or familial status of any party or prospective party to the Agreement.

22. TIME OF THE ESSENCE: Time is of the essence of this Agreement.

23. FORCE MAJEURE: A Party shall not be liable to the other for any failure or delay in performance arising out of an unforeseeable cause or contingency beyond that Party's reasonable control and without that Party's fault, negligence, or wrongdoing, and such failure or delay shall not constitute a material breach of this Agreement, provided the Party claiming *force majeure* gives the other notice at the earliest reasonable date and uses commercially reasonable efforts to cure the *force majeure* event. In such case, there shall be an equitable adjustment to the time for performance of this Agreement and the Parties shall take account of and resolve any issues that arise including, but not limited to, unanticipated and additional expenses.

24. SURVIVAL: The following Articles shall survive any termination of this Agreement and remain in full force and effect: *Auction Company Disclaimer, Seller's Warranties and Conveyance of the Property, Commissions, Hold Harmless and Indemnification, Legal Action and Arbitration, Binding Effect, Choice of Law, Jurisdiction, and Venue, Construction, Miscellaneous, Survival,* "Auction Escrow Instructions".

25. COMPANY APPROVAL: This Agreement is subject to the final approval of an officer of Grand Estates Auction Company.

26. COUNSEL: Seller(s) and GEA agree to cooperate to draft a proposed sales contract to be utilized at the auction, and the proposed sales contract shall be subject to review and approval by the Seller(s)' South Carolina counsel.

EXECUTED as of the 12 day of Nov, 2009.

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Grand Estates Defendants_000663

I HAVE READ AND ACCEPTED THE TERMS OF THIS AGREEMENT.
ACCEPTED:

Name of Corporation

Print Name

BY: _____
Seller's Signature-Officer of Corporation

Date

Home No.: _____

Fax No.: _____

Work No.: _____

Tax Id: _____

Seller's Mailing Address: _____

Witness to signature of officer or secretary

Date

Print Name

BY: Karl Hirschhorn
Seller's Signature Personally

11/12/09
Date

Karl Hirschhorn
Print Name

[redacted]
Social Security No.

Home No.: 912 319 2007

Fax No.: KHIRSCHHORN@GMAIL.COM

Work No.: 808 206 3511

Seller's Mailing Address: P.O. Box 30910 Sea Island GA 31561

BY: Erin Hirschhorn
Seller's Signature Personally

11/12/09
Date

Erin Hirschhorn
Print Name

[redacted]
Social Security No.

Home No.: 912-319-2007

Fax No.: _____

Work No.: 808-206-0698

Seller's Mailing Address: P.O. BOX 30910 Sea Island, GA. 31561

BY: _____
South Carolina Real Estate Broker's Signature

11/30/09
Date

Scott Kirk
Print Name

75467
License #

ACCEPTED BY: _____
Officer

11/30/09
Date

GRAND ESTATES AUCTION COMPANY®, A NORTH CAROLINA CORPORATION

Seller's Initials KH Seller's Initials BH

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DISCLAIMER ADDENDUM

THE SELLER(S) ACKNOWLEDGE(S) THAT NEITHER GRAND ESTATES AUCTION COMPANY, A NORTH CAROLINA CORPORATION, HEREINAFTER "GEA,"NOR ANY OF ITS STOCKHOLDERS, OFFICERS, AGENTS OR REPRESENTATIVES, HAVE GUARANTEED OR PROMISED THAT THE AUCTION SALE SHALL BRING ANY PARTICULAR PRICE FOR THE PROPERTY AND THAT SELLER(S) SETTING A MINIMUM OR RESERVE SHALL NOT BE CONSTRUED AS A GUARANTEE OR WARRANTY OF ANY PRICE. SELLER(S) REPRESENT(S) AND WARRANTS THAT THE AUCTION COMPANY DOES NOT DO REAL ESTATE APPRAISALS AND HAS, IN FACT, STATED TO SELLER(S) THAT THEY HAVE NO OPINION AS TO THE VALUE OF THE PROPERTY OR OF THE PRICE IT WILL BRING AT THE AUCTION SALE.
ALSO, THIS AGREEMENT REPRESENTS ALL AGREEMENTS BETWEEN "GEA" AND SELLER(S), UNLESS AGREED UPON IN WRITING AND SIGNED BY ALL PARTIES.
BY SIGNING MY NAME BELOW, "WE ACKNOWLEDGE THAT "WE HAVE READ AND UNDERSTAND THE ABOVE DISCLAIMER.

Name of Corporation _____ Print Name _____

BY: _____ Date _____
Seller's Signature-Officer of Corporation

Witness to signature of officer or secretary _____ Date _____ Print Name _____

BY: _____ Date 11/12/09
Seller's Signature Personally

Print Name Kara Hirschhorn

BY: Erin Hirschhorn Date 11/12/09
Seller's Signature Personally

Print Name Erin Hirschhorn

Seller's Initials KH Seller's Initials KH

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AUCTION ESCROW INSTRUCTIONS

1. All earnest monies/down payment shall be received by an escrow agent or title company mutually agreed upon by both parties and deposited in a special, non-interest bearing escrow account at a FDIC approved bank.

2. Upon verification of "Good Funds" in this account, the proceeds thereof will be disbursed at settlement, along with the recording of the deeds as follows:

   "GEA" WILL BE PAID ACCORDING TO THE FOLLOWING SCHEDULE:
   For its services in preparing for and conducting the Auction Sale, Seller(s) shall pay "GEA" a commission equal to Ten percent (10%) of the gross sales price paid by the Buyer at Closing. Both Seller(s) and "GEA" agree that all deposits and purchase funds shall be paid to the Escrow Agent for its proper disbursement. If Buyer defaults in closing a Sales Contract, "GEA" shall be entitled to Fifty percent (50%) of the deposit paid by the Buyer.

   Seller(s) understands that a Seven and one-half Percent (7 ½%) Buyer's Premium will be automatically added to the successful bid of the Buyer(s) purchasing the property at the auction sale. This fee will be explained in the auction rules distributed to all bidders and will be automatically added to the winning bid. This Buyer's Premium, together with the high bid price, will determine the Gross Sales Price. In the event a Buyer Broker is due a commission under the guidelines of "GEA" Broker Participation Program (Maximum Three Percent (3%) of the bid price), the Buyer broker fee will be paid from this Seven and one-half Percent (7 ½%). The remaining Buyer's Premium will be paid to the Seller(s) as part of the total sales price.

3. Escrow Agent will disburse all funds (to Seller(s) & "GEA") at the same time.

4. Escrow Agent will supply "GEA" with a copy of the Closing Statement for each disbursed transaction.

5. Please remit all payments to: GRAND ESTATES AUCTION COMPANY
   9135-F OLD STATESVILLE ROAD, CHARLOTTE, NC 28269, (704) 529-0026

THE ABOVE ESCROW INSTRUCTIONS ARE HEREBY AGREED UPON BY THE FOLLOWING PARTIES FOR THIS TRANSACTION:

Name of Corporation	Print Name	
BY: Seller's Signature-Officer of Corporation	Date	
Witness to signature of officer or secretary	Date	Print Name
BY: Seller's Signature Personally	11/12/09 Date	Print Name
BY: Erin Hirschhorn Seller's Signature Personally	11/12/09 Date	Erin Hirschhorn Print Name
BY: South Carolina Real Estate Broker's Signature 75467 License #	11/30/09 Date	Print Name

GRAND ESTATES AUCTION COMPANY®, A NORTH CAROLINA CORPORATION

BY: STACY KIRK, AS ITS: PRESIDENT — DATE 11/30/09

ESCROW AGENT — DATE 12-2-09

Seller's Initials _____ Seller's Initials _____

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AUCTION ESCROW INSTRUCTIONS

1. All earnest monies/down payment shall be received by an escrow agent or title company mutually agreed upon by both parties and deposited in a special, non-interest bearing escrow account at a FDIC approved bank.

2. Upon verification of "Good Funds" in this account, the proceeds thereof will be disbursed at settlement, along with the recording of the deeds as follows:

   "GEA" WILL BE PAID ACCORDING TO THE FOLLOWING SCHEDULE:
   For its services in preparing for and conducting the Auction Sale, Seller(s) shall pay "GEA" a commission equal to Ten percent (10%) of the gross sales price paid by the Buyer at Closing. Both Seller(s) and "GEA" agree that all deposits and purchase funds shall be paid to the Escrow Agent for its proper disbursement. If Buyer defaults in closing a Sales Contract, "GEA" shall be entitled to Fifty percent (50%) of the deposit paid by the Buyer.

   Seller(s) understands that a Seven and one-half Percent (7 ½%) Buyer's Premium will be automatically added to the successful bid of the Buyer(s) purchasing the property at the auction sale. This fee will be explained in the auction rules distributed to all bidders and will be automatically added to the winning bid. This Buyer's Premium, together with the high bid price, will determine the Gross Sales Price. In the event a Buyer Broker is due a commission under the guidelines of "GEA" Broker Participation Program (Maximum Three Percent (3%) of the bid price), the Buyer broker fee will be paid from this Seven and one-half Percent (7 ½%). The remaining Buyer's Premium will be paid to the Seller(s) as part of the total sales price.

3. Escrow Agent will disburse all funds (to Seller(s) & "GEA") at the same time.

4. Escrow Agent will supply "GEA" with a copy of the Closing Statement for each disbursed transaction.

5. Please remit all payments to: GRAND ESTATES AUCTION COMPANY
   9115-F OLD STATESVILLE ROAD, CHARLOTTE, NC 28269, (704) 529-0026

THE ABOVE ESCROW INSTRUCTIONS ARE HEREBY AGREED UPON BY THE FOLLOWING PARTIES FOR THIS TRANSACTION:

Name of Corporation	Print Name	
BY: Seller's Signature-Officer of Corporation	Date	
Witness to signature of officer or secretary	Date	Print Name
BY: Seller's Signature Personally	11/12/09 Date	Print Name
BY: Erin Hirschhorn Seller's Signature Personally	11/12/09 Date	Erin Hirschhorn Print Name
BY: South Carolina Real Estate Broker's Signature 75467 License #	11/30/09 Date	Scott Kirk Print Name

GRAND ESTATES AUCTION COMPANY®, A NORTH CAROLINA CORPORATION

BY: STACY KIRK, AS ITS: PRESIDENT — 11/30/09 DATE

ESCROW AGENT — DATE

Seller's Initials KK Seller's Initials BH

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BUYER BROKER REGISTRATION FORM
BUYER BROKER GUIDELINES

Broker Information

Broker_____

License No._____Tax Id / SS No_____

Company_____

Address_____

City _____, State _____ Zip_____

Telephone_____Fax_____

Client Information

Client_____

Print Name_____

Address_____

City _____, State _____ Zip_____

OPENING BID AMOUNT
Please refer to the Broker Participation Guidelines below for clarification and instruction.

$_____ 836 Whiskey Road, Aiken, South Carolina 29501
(not including the 7 ½ % Buyer's Premium)

1. All prospects must be registered with Grand Estates Auction Company® with the Buyer Broker Registration Form provided. This form must be received by GRAND ESTATES AUCTION COMPANY® no later than by 4 p.m., Monday, February 8, 2010. FORMS SENT DIRECTLY TO THE SELLER WILL NOT BE HONORED.
2. For a Broker to properly represent a client they must:
   A. Be a Licensed Real Estate Buyer's Broker in the state in which the property is located who will abide by the National Association of Realtors® Code of Ethics whose registered prospect pays for and settles in full according to the Buyer Broker guidelines set forth, for the above property to be sold at the auction on Tuesday, February 9, 2010 in Aiken, South Carolina.
   B. Submit this form including the opening bid amount filled in 24 hours prior to the auction. The commission that is paid to the agent is on a sliding scale. For the agent that represents the winning bidder, a commission of three percent (3%) of the written opening bid price not to include the buyer's premium is paid. If their client attends the auction and continues to bid the agent is also compensated an additional one percent (1%) for the difference between the initial written opening bid and the final winning bid.
   C. If no opening bid is written on the Broker Participation Form then one percent (1 %) of the high bid price of the property purchased by that broker's client will be paid to that broker as a commission/referral.
   D. The broker commission/referral will not exceed three percent (3%) of the high bid price of the property purchased by that broker's client.
3. In order to be entitled to any commission/referral, the broker must:
   A. Broker or Agent must sign in and inspect the property with the Client during a scheduled Open House or by private appointment with a Grand Estates Auction Company® representative.
   B. Broker must also attend and register with the client at the auction and encourage bidding.
4. Commission will be paid only upon final closing and when the property has been settled in full.
5. No commission will be paid on any non-arms length transaction to any Broker or Agent participating in the purchase of the property or by any member of the Agent's immediate family. An Affidavit may be required that the Broker is

Bidder Initials_____Broker Initials_____ 32

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serving only as a Broker and not as a Principal or member or shareholder or any other form of participation or related to the buyer.

6. No Broker will be recognized for a Client who has had previous contact with the Seller, their representatives, Auctioneer or Grand Estates Auction Company®.
7. Buyer and Broker must complete the following documentation IN FULL:
   A) Buyer Broker Registration Form

THIS FORM MUST BE RECEIVED NO LATER THAN 4:00 P.M., Monday, February 8, 2010.

Send to the following address: Grand Estates Auction Company
Attn: Client Relations
9115-F Old Statesville Road
Charlotte, NC 28269

Or fax to: (704) 598-7911

8. In the event that you are not the successful high bidder, your certified funds will be returned to you.
9. A complete registration file on all buyer broker registrations will be maintained. For further information or questions, feel free to call Grand Estates Auction Company® Information Office at (704) 529-0026 or (800) 552-8120.

A) The Broker and the Principal Bidder, by placing their signatures below, certify that they have inspected the premises of the subject property during a scheduled open house or by appointment.

B) The Broker and the Principal Bidder hereby attest that the Broker is serving only as an Agent for the Buyer and not as a Principal involved in the purchase of the property.

C) The Bidder hereby acknowledges that GRAND ESTATES AUCTION COMPANY® represents the Seller in this transaction.

D) Commission shall be paid to Broker representing Principal Bidder only if he/she has met all of these requirements. No referral fee will be paid to a referring broker, even if the referring broker's client purchases a property.

E) Broker agrees to abide by the Buyer's Broker Guidelines outlined herein to qualify for registration.

F) CLIENT ACKNOWLEDGES THAT BROKER IS WORKING ON BEHALF OF CLIENT AS A BUYER'S BROKER.

G) BROKER ACKNOWLEDGES THAT HE/SHE IS NOT A SUBAGENT OF GRAND ESTATES AUCTION COMPANY® AND REPRESENTS THE CLIENT AS A BUYER'S BROKER.

10. Client/Bidder must fully and properly register for the auction in order for this bid and/or broker registration to be valid.
11. This bid is only valid once the auction commences and the auctioneer accepts the bid.

Purchaser acknowledges that he/she agrees to abide by the terms and conditions of sale and agrees to open the bidding at the commencement of the auction for the property or parcel, by gavel at the amount stated above. I authorize the bid assistant to enter this bid during the auction at the request of the auctioneer.

The undersigned hereby certifies and agrees to the herein terms and conditions of registration.

_____ _____
Client/Bidder's Signature Date

_____ _____
Broker's Signature Date

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BUYER OPENING BID REGISTRATION FORM

Bidder's Name:_____ Bid #:_____

Address:_____

City:_____ State:_____ Zip:_____

Daytime phone #:_____ Evening phone #:_____

Fax #:_____

GUIDELINES FOR PARTICIPATION

1. Three Percent (3%) of the opening bid amount written in the blank provided below will be deducted from the total contract price, should you be the successful purchaser of the property for which you have provided an opening bid.
2. If you specify no opening bid amount, you will not receive any credit.
3. In order to participate, this form must be received by Grand Estates Auction Company® no later than 4:00 p.m., Monday, February 8, 2010.
4. All opening bids must be submitted in U.S. funds in total dollar amounts. The property will be bid by the dollar.
5. Bidder is required to bring a copy of the executed form with him/her on sale day.
6. Bidder must fully and properly register for the auction.
7. This bid is only valid once the auction commences and the auctioneer accepts the bid.
8. Bidder may increase their bid during auction, but the Three Percent (3%) credit will only be issued on the written opening bid amount on this form.

OPENING BID AMOUNT

$_____ 836 Whiskey Road, Aiken, South Carolina 29501
(not including the 7 1/2 % Buyer's Premium)

Purchaser acknowledges that he/she agrees to abide by the terms and conditions of sale and agrees to open the bidding at the commencement of the auction for the property or parcel, by gavel at the amount stated above. I authorize the bid assistant to enter this bid during the auction at the request of the auctioneer.

Please submit form to Grand Estates Auction Company®, 9115-F Old Statesville Rd, Charlotte, NC 28269, or fax to (704) 598-7911. For further information or assistance, please call (800) 552-8120.

_____ _____
Bidder's Signature Date

Please note: This form does not allow for Broker Participation. If you have a Broker this form will be void, no credits or commissions shall be provided to winning bidder.

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SAMPLE MEDIA & NEWSPAPER ADS

GRAND ESTATES AUCTION COMPANY®

AIKEN, SC AUCTION

Auction Coordinator Check List

Property: 836 Whiskey Road
AIKEN, SC 29501

Auction Date: 2/9/2010
Absolute

	Completed
Letters to Seller:	
Receive Contract	Received
SCAN AUCTION CONTRACT AND PLACE IN SALES LOGICS	12-1-09
Congratulations Letter	12-2-2009
Order Title & Sample Warranty Deed	12-18-2009
Send Seller Checklist Letter & Seller's Disclosure	12/18/2009
Received Auction Info Sheets	12/21/2009
Auction Process Letter	12/22/2009
Clean Up Letter	1/11/2010
Window Schedule	N/A
Send Inquiries thus far Letter	Complete
Media/Signage:	N/A
After Walk thru talk w/Marketing Consultant obtain To Do List for seller	12/18/09
Talk w/Marketing Consultant to obtain sign locations	12/23/2009
Obtain layout for signage from Sarah	12/23/2009
APPROVAL OF LAYOUT FROM INHOUSE	12/23/2009
Research local sign companies and obtain fax numbers for quote request	12/23/2009
FAX & EMAIL LAYOUTS TO SIGN COMPANY	Complete
Obtain estimates for signage from local sign company	12/23/09
Order signage from local sign company	Complete
Signs Installed	12/23/2009
Banner	[redacted] 12/21/2009
Order metal directional signage from DeeSign	1-7-10
Ship sign frames from warehouse to house	
Contracts:	N/A
Send auctioneer contract to licensed auctioneer	N/A
Receive signed contract from licensed auctioneer	1-13-2010
SEND CONTRACT TO VIDEOGRAPHER	1-12-2010
Obtain estimates & book local videographer	1-13-2010
Email contract and maps to Videographer	1-13-2010
Receive signed contract from videographer	1-19-2010
SEND CONTRACT TO SECURITY OFFICER	1-19-2010
Obtain estimates & book local security officer	2-3-10 Spoke with Beverly.
Receive signed contract from security officer	2-3-10
SEND FINAL CONTRACT & BROCHURE TO SECURITY SERVICE	1-18-2010
SEND ITEMS NEED TO RENTAL COMPANY	1-18-2010
Obtain estimates for rental equipment arrangements (if necessary)	Complete
Sign and return contract with Rental Company	
Travel Arrangements:	N/A
Make rental car reservations	Complete
Make hotel reservations	N/A
Commercial/Charter Flight?	N/A
Make commercial flight reservations	

Master Auction Prep Check List

Oremus v. 4 K&D Corp, et al
Grand Estates Defendants_000552 AM

Auction Coordinator Check List

Property:

Auction Date:

Get Quote for Day Flight (if auction is on East Coast)	N/A
Return signed contract for flight reservations	N/A
Staff Information:	
Arrange for a meeting with the seller; Vat & Bid Assistants for the day before the auction	2-3-2010
Get directions from airport to hotel, hotel to house, etc.	2-3-2010
Gather information for phone list	2-3-2010
Prepare Auction Day Flyer	2-1-2010
Revise Auction Day Procedures	N/A
Get directions to closest Federal Express location	N/A
Distribute phone list & Auction Day Procedures to staff	2-3-2010

Karl Wesley Hirschhorn + Erin Francis Hirschhorn
As Trustees of the Karl Wesley Hirschhorn and
Erin Francis Hirschhorn Revocable Trust

(H) 912-319-2007
(W) 808-206-3511
Khirschhorn@gmail.com

Rear pad entry #4190

Withdrawal fee $50,000
7½% Buyer's Premium
GEA - 10% Commission
Scott Kirk - Broker of Record
$50,000 Registration
OPP - $1125
Signage - 2575 - (2) 4x6 (10) directionals + Banner.
Video $500

Auction Coordinator Check List

Property: AIKEN, SC

Auction Date: 2-9-10

Page 2

Auction Day Announcements	2-8-10
Prepare PPP	Complete
Prepare Contract for PPP	1-6-10
Send PPP for Review - Inhouse	1-7-10
Approval of PPP - Inhouse	1-13-10
Send PPP for Approval to Seller - 1/14/10 waiting on property description and floor plans from Stacy to approve	1-14-2010
Approval by Seller	1-15-2010
Prepare Final Contract	2-3-2010
Place Final Contract on Disk	N/A
PLACE FINAL CONTRACT IN SALES LOGICS	2-3-2010
Pack Trunks	2-1-2010
Send Trunks	2-1-2010
Scan Final Contract	2-3-2010
PLACE ALL DOCUMENTS IN SALES LOGICS	Complete
Bid Appointment Document	NEVER
Convert Document	N/A
Follow Ups:	
Order Food	2-8-10
Follow up with seller, making sure they have all necessary info	2-3-2010
Follow up with videographer, making sure they have all necessary info	2-8-10
Follow up with auctioneer, making sure they have all necessary info	N/A
Follow up with broker, making sure they have all necessary info	N/A
Follow up with rental company, making sure they have all necessary info	2-8-10
Follow up with security, making sure they have all necessary info	2-3-2010
After Auction:	
Pay Security	
Pay Videographer	
Follow up with Rental Co. making sure rentals have been removed	
Follow up with Sign Co. making sure signs are removed	
Follow up with Videographer making sure we receive video	
Closing Letter	N/A
Fax Signed Contract to Title Company	N/A
Fax Signed Contract to Escrow Attorney	N/A
Schedule a closing date	N/A
Closing Date	N/A

BRIEF CASE CONTAINING THE FOLLOWING FOLDERS	COMPLETE	OTHER ITEMS
[redacted]	[redacted]	[redacted]

Auction Coordinator Check List

Property:

Auction Date:

[redacted]

Credit Card Slips

[redacted]

GEA House Phone Numbers

[redacted]

Credit Card Authorizations

[redacted]

MANDATORY ITEMS

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

White Out

Stapler

Staples

Nails

[redacted]

Rubber Mallet

[redacted]

Post-its

Highlighters

Scotch Tape

[redacted]

[redacted]

[redacted]

Packing Tape

Receipt Book

[redacted]

[redacted]

[redacted]

Walkie Talkies

Batteries

Telephone

[redacted]

[redacted]

Duct Tape

Door Prizes

Double Faced Velcro Tape

Fishing Line/Rope

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

PLEASE SEND ALL OVERNIGHT MAIL
TO PHYSICAL ADDRESS

KARL AND ERIN HIRSCHHORN
513 FOREST ROAD
SEA ISLAND GA 31561

AUCTION INFORMATION

Marketing Consultant Stacy M. Kirk

Seller Name Karl & Erin Hirschhorn

Absolute Auction: Tuesday, Feb 9th, 2010 2pm

"The Balcony"
836 Whiskey Road
Aiken, SC 29501

Sea Island Home Phone: 912-319-2007
Karl's Cell 808-206-3511
Erin's Cell 808-206-0698
Email: KHirschhorn@gmail.com

Property was vacated in November and family has moved to Sea Island

Property Manager:
Barn Manager:

PREVIEW INFORMATION

Preview Dates	Time	Employee (s)
Friday, Feb 5th	11am-3pm	Jared, Marc, Sandye
Saturday, Feb 6th	11am-3pm	"
Sunday, Feb 7th	1pm-4pm	"
Monday, Feb. 8th	11am-3pm	"
Tuesday, Feb 9th	11am- 1:30pm	"
AUCTION, Feb 9th	2pm	Jared, Marc, Sandye, Stacy
Auctioneer		Bill or Stacy, not sure yet

REALTOR INFORMATION

Property currently listed? Yes ( ) No ( ) Current listing Price?_____

Expires:_____ # of showings?_____

# of offers?_____What were they?_____

_____

Previous Listing price?_____ How long has it been listed?_____

Is a Listing Broker Involved?_____ Co. Name_____

Broker Name_____Buy Out/Commission %_____

Phone #_____Fax#_____

Address_____

_____

Buyer Broker Percentage Paid?_____How and How Much ?_____

MORTGAGE INFORMATION

Mortgages 1st None

HOMEOWNERS ASSOCIATION INFORMATION

( ) Home Owners Assoc. Monthly Dues $_____

Notes:_____

_____

Special Assessments for Equestrian Parks: Monthly Dues $_____

Covenants & Restrictions due to Historic Nature of the property?

PROPERTY GENERAL INFO

Residential Community Name_____

Property is completely Fenced and has two access Gates, one front, and one rear.

Rear pad entry# 4190

Historic Equestrian Property
"The Balcony" on the National Registry of Historic Places
Aiken Winter Colony
Historic District 1

Year Built: 1929 Parcel #121-13-13-002 Aiken County

Year renovated_____C.O._____

County Taxes: $13,632.26 Tax Value: $2,771,910.00
City Taxes: + $7????
Total Taxes $

Tax Advantages, farm/agricultural?

No appraisal available

EXTERIOR PROPERTY INFO

The Property is on a main road, Whiskey Road.
There is a high (Stucco or Brick?) wall that surrounds the property and the home is not visible from the road. If facing the property:

To the LEFT is an old world dining club called _____ in a historic home.
To the RIGHT is a small side street called_____
BEHIND the property is an alley called_____. This alley is a day road, good for the horses and leads to many of the equestrian amenities, the racetrack, polo fields, etc.

EXTERIOR SURFACE

All Brick Home
Slate Roof, Newly repaired / replaced???

Gutters (Type):_____

Original Windows?

6 Panel Doors throughout, Solid Wood

Detached Garage, # of Bays? Elevated height for special trailers?

Gravel Driveway

Brick or Stucco Wall Surrounds the entire Property
Additional Split rail fences for the horse paddocks

Multiple Patios, Decks and Balconies, Have Karl explain reason the name is "The Balcony"

POOL AREA

Gunite Swimming Pool _____Depth ( ) Heated ( ) Swim up bar

Age:_____ Size:_____

Water features:_____

Type of Pool ( ) Pebble Tech ( ) Tile ( ) Vinyl ( ) Gunite
Warranty:_____

Brick Perimeter around the pool and then grass surrounding pool. When the pool is not being used for swimming, there are water sprays that give it the appearance of a decorative fountain.

No pool house or hot tub

EQUESTRIAN AMMENITIES

BARN & STABLES:
20 Stall Barn, all stalls are rubber matted all aisles have rubber mats
Multiple tack rooms, feed room, tool room, hay loft
grooms quarters with HVAC, laundry room, full bath, kitchenette
2 gas hot water heaters
3 Stall Garage for Cars or Equipment, Bay Height??? Good for tractors, etc???
1 Sand Riding Arena
1 Paddock or 2???

GUEST HOUSE

new heat and ac
new electric service to the home
3 Bedrooms & 2 Baths
Living Area, Dining Area, and Kitchen

SPECIAL FEATURES ON GROUNDS

( ) Sprinkler system_____Zones:_____
Type:_____

Hard court Tennis courts

Vegetable Garden next to Tennis Court

Additional Structures_____

FOUNDATION

Basement on Slab

GENERAL INTERIOR INFORMATION

Main House is 3 levels with 5 Bedrooms, 8 Full Baths & 2 Half Baths
Guest House is 3 Bedrooms & 2 Full Baths

Main Home is approximately 11,000 Square feet of Heated & Cooled Space
We don't want to promote this, it becomes overwhelming for people, especially if this is to be a second home.

10 Woodburning Fireplaces, Formal Living Room, Library, Dining Room, His Office, Master Bedroom, 3 Girls Rooms, + 2 Additional in Guest
With Gas Starters in the following rooms:

ROOMS ON EACH LEVEL:

Basement:
Wine Cellar
Large Storage Areas

Ground Floor/First Floor:
Massive Gallery Style Front Foyer
His & Her Powder Rooms
Family Room
Formal Patio and Garden
Dining Room
Formal Living Room
Sweeping Staircase
His Office with Ensuite Full Bath
Butler's Kitchen & Wet Bar, Family Kitchen, Pantry, Dry Goods Storage Room
Breakfast Room
Laundry Room with Utility Closet
Powder Room for Kitchen & Utility Rooms
Home Gym with Full Bath
Her Office

Second Floor:
From Sweeping Staircase, 2nd Master Suite or Two Children's Bedroom with Jack and Jill Style Bath in between and sitting room, and dressing area.
Child's/Guest Bedroom with Ensuite Full bath
Child's/Guest Bedroom with Ensuite Full bath
Guest Bedroom with detached Full bath
Master Bedroom with Sitting Room, Full Bath, & Dressing Area with Wall of Closets

What was previously the Servants Wing: Flex space of 4 small Bedrooms or Kid's playroom, Craft room, TV room, etc. includes full bathe and a kitchenette so could be ideal in-law suite.

Third Floor:
Storage Attic

HVAC INFO - AIR

Air Conditioning ( ) Central Electric ( ) Central Gas

Zones_____Units_____Maker_____

Tonnage_____Age_____Location_____

Warranty_____

Average Monthly Cost?_____

HVAC INFO - HEATING

( ) Electric ( ) Heat Pump ( ) Fuel Oil ( ) Natural Gas

( ) Other_____

Zones_____Units_____Maker_____

Tonnage_____Age_____Location_____

Warranty:_____

Heated Floors ( ) What areas?_____

Water Heating ( ) Electric ( ) Gas ( ) Solar ( ) Other_____

Gallons_____ Location_____

Quick Recovery _____ Continuous Hot Water_____

Average Monthly Cost?_____

WATER

( ) City Water Average Monthly Cost?_____Hooked Up?_____

( ) Copy of H2O bill

( ) Well Depth?_____ ( ) Dug ( ) Drilled Location:_____

( ) Water Filtration System ( ) Water Softener System

Type_____

Notes:_____

SEWAGE SYSTEM

( ) City ( ) Septic Size:_____

Location:_____

Average Monthly Cost?_____

GENERATORS

Capacity:_____ Wattage _____

Location:_____

Whole House/limited portion_____

ALARM SYSTEM

( ) Alarm System ( ) Activated

Alarm Company name_____ Phone #_____

Security Code_____ Pass Code_____

Average Monthly Cost?_____

Special Features:_____

MISC. INFORMATION

( ) Central Vac ( ) Intercom ( ) Home Audio System ( ) Inside Sprinklers

( ) Fiber Optic Lines/T-Lines ( ) Extra Phone Lines Phone #'s_____

( ) Lite touch lighting ( ) CAT 5 Wiring ( ) Surround Sound

( ) Smart Home System

HOME FEATURES

ENTRANCE FOYER

Double Entrance
Red Clay Tile Floor
Transoms surround Front door with a second door

Hardwood Floors with a pale honey finish
2 coat closets adjoining each powder room

Enter the ladies' powder room and the floor to ceiling mirror gives you a full view of yourself so that you may make any last minute adjustments to your gown before meeting your hosts.

Double Arches with fluted woodwork and dental molding
lead down a long gallery style hall to the formal rooms.

From the Pool Side of the home a Second Formal Entry to the home has a sweeping Staircase that follows a curved wall where a large tapestry hangs. Light filters from above through an old world glass skylight.

POWDER ROOM

At the front entry of the home there are two powder rooms, a his and hers.

Pedestal Sinks, Silk drapes, large coat closets

2 KITCHENS, Side by Side

Staff Kitchen and Family Kitchen

Appliances stay

Fully Functional and completely up to date. The period elements have been well restored.

Staff Kitchen:
Marble Countertops, wonderful for rolling out pastry
Wood countertops
Glass front cabinetry
Under the counter lighting

Metal Box with Shelves, Warming Box?
GE Monogram Ice Maker
2 Miele Dishwashers
Sink with Disposal
Silver Safe in Staff Kitchen

Family Kitchen:
Caumartin Italian Stove with 2 Gas burners, and radiant heat surfaces allowing to heat an additional 10 pots & pans (depending upon size of pot or pan)
Dacor Refridgerator
Butcher Block

Breakfast room with Dutch Cupboard & Glass front cabinets

Bar:
Refrigerator & Freezer
Built in Corkscrew bottle opener
Icemaker

DINING ROOM

10ft. ceilings with heavy Crown & Dental Molding
Hardwood floors
Two sets of French Doors that lead to large terrace that could be used for outdoor dining.
Dining Room surrounded by glass, with a view of the gardens on one side and the fountain on the other.
Sconces line the room
Extensive Wall Paneling
Domed Alcoves flank the woodburning fireplace, wonderful for showcasing collectibles or fine china.

LIVING ROOM

Hardwood Floors, 10ft. Ceiling, Heavy Crown Molding, Paneling/Wainscotting
Woodburning Fireplace, Built-in bookcases, French Doors, Tall Windows with Window Seats

FAMILY ROOM / LIBRARY

10 ft. ceilings, Wall of built-in bookshelves, French doors leading to terrace, windows overlook the pool and paddocks, Hardwood floors, Pecky Cypress Paneled Walls, Window Seats, Wood Burning Fireplace

MASTER SUITE

Master Suite with Foyer Entrance to the suite, 10 ft. ceilings. From Master Foyer there is access to the Balcony. Window seats built into the windows with views of the gardens below. Paneling below the chair-rail. Wood burning fireplace, Wall of Cabinetry as modern as the desired amenities of today with automatic lights, organizational systems for ties, belts, scarves, built in mirror. For her is a walk-in closet with glass front cabinets to keep fine shoes and handbags dust free, built in ironing board. Sitting room, wonderful place to relax, read, watch tv.

MASTER BATH

Attaches via the Master sitting room
Marble Shower with Steamist & body washers , his & her Pedestal Sinks, Large walk-in Linen Closet with built in drawers.

GUEST BEDROOM, a 2nd MASTER SUITE, or 2 CHILDREN'S BEDROOMS

Located on the 2nd level but on the opposite end of the Primary Master
This Guest bedroom suite or second Master suite has extensive offerings, access to the balcony, a dressing room, a sitting room, and what could either be two bedrooms, with a Jack and Jill Bath centrally located, or a bedroom with an additional living space. Each of the rooms has a fireplace.

The sitting room or what could be a wonderful study for a child overlooks the paddocks and the barn.

The Bathroom has two separate water closets, what could be his and hers, or divided between two children, and two separate rooms for bathing by soaking tub or in the marble shower. The finish work is completely modern.

3rd BEDROOM with DETACHED BATH

This versatile space may be desired to be used as a home gym, or Nursery as it's proximity is close to the Master Suite. This Bedroom does have a private Full Bath but is not Ensuite.

The Private Bath has an extra deep Bathtub, wonderful for soaking soar muscles after a full day of horseback riding. This Bathroom could also servie the Master Suite.

4th BEDROOM

On the second Floor, A young lady's Pink bedroom with private bath. Hardwood Floors, Wood burning Fireplace, 2 large closets, Bath includes new white subway tile, Pedastal sink, Tub/ Shower combination.

5th BEDROOM

This Pale Green Bedroom is wonderful space for a young person with a secret closet and an additional large clothes closet. Hardwood Floors, Fireplace and A Private Bath with Linen Closet.

SERVANTS WING/ A MODERN FAMILY's FLEX SPACE or MOTHER IN-LAW's SUITE

On the 2nd floor with access from the rear staircase and side entrance of the home, is a wing of rooms that are very versatile, they could be used as an ideal space for children and teenagers or quarters for live in help or in-laws.

The Servants wing with four bedrooms, kitchenette and newly renovated full bath was being used by the children of the house as their own domain outfitting the rooms as a craft room, a TV room, a music room and as guest rooms for their overnight slumber parties

The Kitchenette includes plenty of cabinetry, a sink, refrigerator, and a small stove with 4 burners and an oven.

Notes:_____

OTHER INFORMATION ON PROPERTY/QUESTIONS

School System?_____

Public/Private?_____( ) see attached list

What kind of property to left?_____

_____

To the right?_____

_____

What kind of property in front?_____

_____

In the back?_____

_____

What are other amenities in the surrounding area?_____

_____

IS THERE ANYTHING THAT WOULD PROHIBIT CLOSING IN 30 DAYS? Such as acceptance of HOA, Community Associations, Club Members or any other restrictions on the community or home that we need to know.

_____

_____

_____

CLUB INFORMATION

( ) Country Club Membership Name of club_____

How far away?_____ Joining Fee?_____ Annual Dues?_____

( ) Golf Course Private or Public ?

Name of Course/Courses_____

Membership included?_____

Available?_____

Equity Membership?_____

Notes:_____

Any special attractions close by we need to add into brochures?_____

_____

What local publications would be good to advertise in?_____

_____

Client thinks we need to advertise in?_____

_____

Information to be put into ads & brochure (sound bites)_____

_____

_____

_____

_____

_____

Is auction inside or outside?_____.

Location?_____

Where will people park for preview?_____

Where will people park for auction day?_____

Do we need tents?_____How many chairs do we need?_____

Does preview person(s) need to say in hotel?_____

List of places staff could possibly stay:
Name & Phone #:

1. Wilcox hotel for Prospective Buyers

How close is property to nearest commercial airport?_____

Name:_____

Airport for private planes?_____

DIRECTIONS TO PROPERTY FOR BROCHURE

_____

_____

SIGN LOCATIONS

Banner for front wall of property
Double sided 4x6 sign for near front gates of property

Ask seller if they belong to any Clubs, HOA, Private Schools, Golf Courses, etc., can we get the mailing list and/or membership package's.

What's Included?

( ) Furniture Included ( ) No Furniture Included Furniture Value _____.
( ) Curtains Included ( ) No Curtains Included
( ) Light fixtures ( ) Chandeliers

OTHER INFORMATION ON PROPERTY/QUESTIONS

School System?_____
Public/Private?_____( ) see attached list

What kind of properties are in the area: To the left is ~~The Green Boundary Dinner and Social Club.~~ Across the Street is the ~~Fermatta Swim & Tennis Club.~~ Behind the Property are lots of Equestrian Ammenities, A polo field, an eventing ring, a racetrack, Hitchcock Woods 2000 acres of Equestrian Trails and other historic and significant homes.

We will have auction in formal Living room and use dining room chairs. Registration will be in Karl's office. Rent 8 wooden folding chairs and one podium.

List of places staff could possibly stay:
Name & Phone #:

1. Wilcox hotel for Prospective Buyers

How close is property to nearest commercial airport?_There is the Aiken Municipal Airport for private aircraft, commercially the best airport is Augusta, or Columbia, SC.

DIRECTIONS TO PROPERTY FOR BROCHURE

I-20East Towards Augusta, Take exit 18 towards Aiken, Merge onto South Carolina 19/Edgefield Highway. Continue to follow South Carolina Hwy 19 South. Turn Left at Augusta Aiken Road/Richland Ave. W. Take 3rd Right onto Chesterfield St. S, Slight Left at Whiskey Road. Property is on the left at 836 Whiskey Road.

SIGN LOCATIONS

Banner for front wall of property
4x6 sign for near front gates of property

EXERCISE ROOM

On the Main level of the home are 2 bedrooms that the current owner used as a home gym with full bath with shower. These rooms are located near the back entrance of the home, near the utility rooms and kitchen.

LAUNDRY ROOM

On the Main level near the back entrance
3 Porcelin Sinks
Miele Washer & Dryer
Kenmore Washer & Dryer
Utility Closet

OFFICE

On the Main Level
Hardwood Floors, Fireplace, Full Bath, Windows overlooking the pool

WINE CELLAR

In the basement, Secured behind a locking door, remains cool without temperature control

Repairs to Interior of House

1. Office Bathroom, paint ceiling, replace grasscloth wallcovering, replace or repaint toilet seat
2. Clean all toilet bowls in the house, from water sitting too long, the bowls become discolored.

What's Included?

( ) Furniture included ( ) No Furniture included Furniture Value _____

( ) Curtains included ( ) No Curtains included

( ) Light fixtures ( ) Chandeliers

Do we need exclusion list? ( ) Yes ( ) No

GRAND ESTATES
AUCTION COMPANY

704-529-0026 (office)
704-598-7911 (fax)

Property Address
896 Whiskey Road, Aiken, South Carolina 29801

House Phone Numbers
803-642-4427

Seller(s)
Karl & Erin Hirschhorn
home 912-319-2007
cell 808-206-3511 — Erin Cell: 808-206-0698

Rental Company
All Occasion Party Rentals
803-564-5543

Video
Coleman O'Donnell
706-394-1810

Security
Aiken Police Department
803-642-7620
Contact: Beverly

Hotel
Fairfield Inn & Suites Aiken
165 Colony Parkway, Aiken, SC 29803
Telephone: 803-648-7808
Fax: 803-649-6515
Stacy, Jared, Marc, Sandye, Becky, Bill

Flight
n/a

Rental Car
N/A

Staff Numbers

Desiree
704-200-8900 Cell

Lori
704-975-8842 Cell

Susan 970-376-3233
Val 704-226-2476

Christie
704-493-4108 Cell

Mark Biller
704-996-3120 Cell

Nate
480-323-5697
480-292-4470

Scott K
704-607-3058 Cell

Preview Staff

Marc Morris
404-759-9977 Cell

Stacy Kirk
704-968-0555 Cell

Jared
404-597-7786 Cell

Sandye 970-379-0944

Auctioneer

Bill Higgins
704-458-4545 Cell

Broker of Record

Bill Higgins
704-458-4545 Cell

#4190
Rear Pad ENTRY CODE

Directions to 9115 Old Statesville Rd, Charlotte, NC 28269-7625

YAHOO!

Total Time: 6 hours 13 mins, Total Distance: 309.38 mi

		Distance
A	1. Start at 9115 OLD STATESVILLE RD, CHARLOTTE going toward REAMES RD	go 2.73 mi
	2. Continue on SUNSET RD(US-21 S)	go 0.7 mi
	3. Turn L to take ramp onto I-77 S toward US-21 S/ CHARLOTTE	go 88.23 mi
	4. Take exit #18/COLUMBIA (I-20 W)/AUGUSTA onto SC-277 S	go 1.72 mi
	5. Take the AUGUSTA/CHARLESTON (I-26) exit onto I-20 W	go 60.73 mi
	6. Take exit #22/AIKEN toward AIKEN/U.S.C. AIKEN	go 0.34 mi
	7. Turn L on COLUMBIA HWY N(US-1)	go 6.33 mi
	8. Continue to follow US-1	go 1.89 mi
	9. Turn L on CHESTERFIELD ST S(SC-19 S)	go 0.37 mi
	10. Bear L to follow SC-19 S	go 1.45 mi
	11. Turn L on COLONY PKY SE	go 489 ft
B	12. Arrive at 185 COLONY PKY, AIKEN, on the L	

Time: 2 hours 37 mins, Distance: 154.59 mi

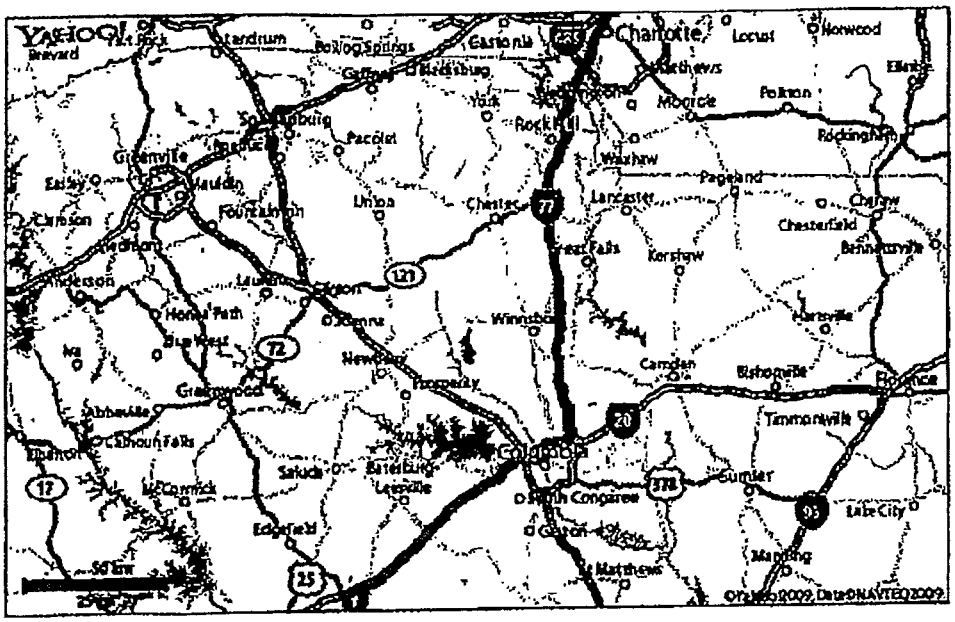
B	1. Start at 185 COLONY PKY, AIKEN going toward WHISKEY RD	go 489 ft
	2. Turn R on WHISKEY RD(SC-19)	go 0.61 mi
C	3. Arrive at 836 WHISKEY RD, AIKEN, on the R	

Time: 2 mins, Distance: 0.7 mi

C	1. Start at 836 WHISKEY RD, AIKEN going toward BERRIE RD SW	go 0.85 mi
	2. Continue on CHESTERFIELD ST S(SC-19)	go 0.18 mi
	3. Turn R on PARK AVE SE	go 0.1 mi
	4. Turn L on YORK ST SE	go 0.15 mi
	5. Bear L on YORK ST NE(US-1)	go 1.84 mi
	6. Continue to follow US-1	go 6.16 mi

7.	Bear R to take ramp onto I-20 E toward COLUMBIA	go 50.94 mi
8.	Take exit #73B/CHARLOTTE (I-77 N) onto SC-277 N	go 2.27 mi
9.	Take the CHARLOTTE L exit onto I-77 N	go 88.11 mi
10.	Take exit #16A/SUNSET RD EAST onto SUNSET RD (US-21)	go 0.75 mi
11.	Continue on OLD STATESVILLE RD(NC-115 N)	go 2.74 mi
D 12.	Arrive at 9115 OLD STATESVILLE RD, CHARLOTTE, on the L	

Time: 2 hours 34 mins, Distance: 154.1 mi
Total Time: 5 hours 13 mins, Total Distance: 309.38 mi



When using any driving directions or map, it's a good idea to do a reality check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning.

Aiken, SC

Preview staff - Jared Marc, Sandy, Staby

Scott / Auction Day
Bill

3.70 / Thousand
Deed Stamps

AIKEN, SC AUCTION 02-09-10 Leadsource	
Atlanta Journal Constitution Count	2
Auction Count	1
Brochure Count	2
Charlotte Observer Count	3
Chronicle of the Horse Count	4
E-mail - General Count	6
Equine Monthly Magazine Count	1
Forbes Magazine Count	9
Grand Estates Salesperson Count	12
INTERNET (per prospect) Count	7
Networking Count	3
New York Times Magazine Count	1
New York Times Newspaper Count	13
Other (Magazine) Count	2
Other (Newspaper) Count	8
Real Estate Professional Count	2
Realtor.com Count	1
Sidelines Magazine Count	3
Sign Count	43
The Aiken Standard Count	3
TREB - Aiken/N Augusta Count	7
Unknown Count	6
Voicemail Count	28
Wall Street Journal Count	26
Washington Post Count	2
Web Site Count	9
Word of Mouth Count	15
Grand Count	219

GRAND ESTATES
AUCTION COMPANY

January 14, 2010

Karl and Erin Hirschhorn
513 Forest Road
Sea Island, Georgia 31561

Dear Mr. & Mrs. Hirschhorn:

Enclosed herewith you will find a copy of your proposed Property Purchase Package for 836 Whiskey Road, Aiken, South Carolina 29801. Please review it as soon as possible.

Please keep in mind that color pages and the Table of Contents will be added once it is approved by you. I will also insert the Termite Inspection Report, Revised Floor Plans and Property Description once I receive these items.

Once you have had an opportunity to review the Package, checking for accuracy, please indicate your approval of the same by signing in the space provided below and faxing this letter back to my attention at (704) 598-7911. Any changes you wish to make please handwrite them thereon and fax said changed pages as well.

As soon as I receive a faxed approval from you, I will send your Property Purchase Package to the printer.

If you have any questions, please advise.

Sincerely,

Desiree M. Watson
Auction Coordinator

Enclosure

ACCEPTED AND APPROVED:

BY:_____
Karl Hirschhorn

BY:_____
Erin Hirschhorn

GRAND ESTATES
AUCTION COMPANY

January 14, 2010

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513 Forest Road
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Sincerely,

Desiree M. Watson
Auction Coordinator

Enclosure

ACCEPTED AND APPROVED:

BY: _____
Karl Hirschhorn

BY: _____
Erin Hirschhorn

GRAND ESTATES
AUCTION COMPANY

December 2, 2009

Karl Wesley Hirschhorn and Erin Francis Hirschhorn Revocable Trust
Attention: Karl & Erin Hirschhorn, Trustees
513 Forest Road
Sea Island, Georgia 31561

Dear Karl and Erin:

Congratulations on making a great decision! When you chose to auction with Grand Estates Auction Company, you chose to auction with the premiere Auction Company in America. We are committed to excellence in every way.

Your property will be marketed with high quality designed brochures distributed widely to a targeted market. 836 Whiskey Road, will be displayed in some of the world's leading newspapers. Signs along major routes will direct prospects to the property where tours will be given preview week by our very experienced on-site staff.

We are as committed to a successful sale as you are, and we intend to honor that commitment by obtaining as high of a market value for your property as we can ascertain.

Our media and design department will start working on your ads. We will forward those to you for proofing, when you receive them please sign and return back to us as quickly as possible as we are on deadline.

Please feel free to call if you have any questions.

Best Regards,

Stacy Kirk

Stacy Kirk
President

HEADQUARTERS: 9115-F Old Statesville Rd Charlotte, NC 28269 PH: 704/529.0026 FAX: 704/598.7911
ATLANTA OFFICE: Three Piedmont Center Suite 122 Atlanta, GA 30305 PH: 404/846.5191 FAX: 404/846.5192
VAIL OFFICE: P.O. Box 1258 Edwards, CO 81632 PH: 970/926.2338 FAX: 970/926.3059

800.552.8120 www.GrandEstatesAuction.com