THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENWOOD COUNTY
Court of Common Please

Frank Addy, Circuit Court Judge

Case No:2009-CP-24-1181

Anjay Patel, Mani Investments, LLC d/b/a
Cornerstop Stores, and Mani One, Inc.

Appellants,

v.

The Garrett Law Firm, PC, Carson M.
Henderson, Billy J. Garrett, Jr., T. Scott Ward,
One Stop Marina, Inc., Greenwood Realty, Inc.,
Renee Simchon

Defendants,

Of Whom

The Garrett Law Firm, PC, Carson M.
Henderson, Billy J. Garrett, Jr., are

Respondents,

RECORD ON APPEAL

Thomas A. Belenchia
John C. Strickland
PO Box 3421
Spartanburg, SC 29304
864-439-8401
Attorney for Appellants

R. Davis Howser
Howser, Newman & Besley, LLC
PO Box 12009
Columbia, SC 29211
803-758-6000
Attorney for Respondents

INDEX TO RECORD ON APPEAL

Civil Case Number 2009-CP-24-1181 1

Answer to Civil Action 2009-CP-24-1181 15

Listing Agreement and Purchase Agreement 26

Lease with Option Contract 44

Patel Affidavit 53

Patel Deposition 56

Affidavit and Opinion of Expert 217

Judge Griffith Transcript April 19, 2010 227

Judge Griffith Order April 29, 2010 251

Judge Addy Transcript October 12, 2010 252

Judge Addy Order November 11, 2010 280

Motion to Reconsider November 24, 2011 293

Judge Addy Transcript January 20, 2011 296

Judge Addy Order January 24, 2011 318

Judge Addy Order January 27, 28 and August 8, 2011 319

Summons, Complaint and Exhibits A – B filed 07-10-08 329

Summons and Complaint 07-10-08 Exhibits C - G 359

Summons and Complaint 07-10-08 Exhibits H - J 398

Transcript 01-17-08 Judge Kinard 428

Transcript 09-17-08 Judge Saunders 443

Order Judge Saunders 09-29-08 473

Motion of Defendants Garrett Law Firm 08-20-10..... 476

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD)

ANJAY PATEL, et al.) CIVIL ACTION COVERSHEET
Plaintiff)

vs.) 2009- CP - 24 - 01181

THE GARRETT LAW FIRM, PC, et al.)
Defendant)

(Please Print)
Submitted By: THOMAS A. BELENCHIA SC Bar #: 2371
Address: P.O Box 4321 Telephone #: (864) 439-8401
Spartanburg, SC 29304 Fax #: (864) 439-5251
Other:
E-mail: tab@abizlaw.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (*Check all that apply*)

**If Action is Judgment/Settlement do not complete*

☐ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR (certificate attached).

NATURE OF ACTION (*Check One Box Below*)

Contracts
- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ Employment (120)
- ☐ General (130)
- ☐ Breach of Contract (140)
- ☐ Other (199)

Torts - Professional Malpractice
- ☐ Dental Malpractice (200)
- XX Legal Malpractice (210)
- ☐ Medical Malpractice (220)
- ☐ Notice/ File Med Mal (230)
- ☐ Other (299)

Torts – Personal Injury
- ☐ Assault/Slander/Libel (300)
- ☐ Conversion (310)
- ☐ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Other (399)

Real Property
- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☐ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499)

Inmate Petitions
- ☐ PCR (500)
- ☐ Sexual Predator (510)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599)

Judgments/Settlements
- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Other (799)

Administrative Law/Relief
- ☐ Reinstate Driver's License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture (840)
- ☐ Other (899)

Appeals
- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Administrative Law Judge (980)
- ☐ Public Service Commission (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999)

Special/Complex /Other
- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐ Medical (620)
- ☐ Other (699)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of State Depositions (650)

Submitting Party Signature: TABelenchia **Date:** August 7, 2009

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Record on Appeal Appellant Patel0001

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD)

ANJAY PATEL, MANI INVESTMENTS, LLC d/b/a CORNERSTOP STORES, and MANI ONE, INC.

Plaintiff,

v.

THE GARRETT LAW FIRM, PC, CARSON M. HENDERSON, BILLY J. GARRETT, JR., T. SCOTT WARD, ONE STOP MARINA, INC., GREENWOOD REALTY, INC., RENEE SIMCHON

Defendant,

SUMMONS

CASE NO: **2009 – CP – 24 –** 0118

FILED COMMON PLEAS
5TH JUDICIAL CIRCUIT
GREENWOOD, S.C.
2009 AUG 13 PM 1 30

TO: DEFENDANTS NAMED ABOVE.

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint on the subscriber at Post Office Box 3421, Spartanburg, SC or at his office at 1451 East Main Street, Spartanburg, SC within thirty (30) days after the service hereof; and if you fail to Answer the Complaint with the time aforesaid, the Petitioner in this action will apply to the Court for the relief demanded in the Complaint.

TA Belenchia

Thomas A. Belenchia
Attorney for the Plaintiff
P.O. Box 3421
Spartanburg, SC 29304
864-439-8401

August 11th, 2009
Spartanburg, SC

STATE OF SOUTH CAROLINA COUNTY OF GREENWOOD ANJAY PATEL, MANI INVESTMENTS, LLC d/b/a CORNERSTOP STORES, and MANI ONE, INC. Plaintiff, v. THE GARRETT LAW FIRM, PC, CARSON M. HENDERSON, BILLY J. GARRETT, JR., T. SCOTT WARD, ONE STOP MARINA, INC., GREENWOOD REALTY, INC., RENEE SIMCHON Defendant,	)	IN THE COURT OF COMMON PLEAS **COMPLAINT** CASE NO: **2009 – CP – 24 –** 0118

FILED COMMON PLEAS
8TH JUDICIAL CIRCUIT
GREENWOOD, S.C.
2009 AUG 13 PM 1 30

NOW COMES the Plaintiff, above-named, complaining of the Defendants and does allege and show unto this Honorable Court as follows:

1. That the parties and subject matter herein contained are within the jurisdiction of this Honorable Court.
2. That Plaintiff MANI Investments, LLC is a South Carolina Limited Liability Corporation organized and operating under the laws of South Carolina and doing business in South Carolina.
3. That Plaintiff MANI Investments, LLC conducts business as Cornerstop Stores.
4. That Plaintiff Mani One, Inc. is a corporation organized and operating under the laws of South Carolina and doing business in South Carolina.
5. That Plaintiff Anjay Patel is a resident of Spartanburg County and the authorized agent of Plaintiffs, MANI Investments, LLC d/b/a Cornerstop Stores and Mani One, Inc.
6. That Defendant, T. Scott Ward, upon information and belief, is a citizen and resident of Greenwood County, South Carolina.
7. That Defendant, One Stop Marina, Inc., upon information and belief, is a corporation organized and operating under the laws of South Carolina and is engaging in business in South Carolina.

8. That Defendant, Greenwood Realty, Inc., upon information and belief, is a corporation duly organized under the laws of South Carolina and conducting business in Greenwood County, State of South Carolina.
9. That Defendant, Renee Simchon, upon information and belief, is a citizen and resident of Greenwood County, South Carolina and is engaged as a real estate agent on behalf of Defendant, Greenwood Realty.
10. That Defendant, The Garrett Law Firm, P.C., is a Professional Corporation organized and operating under the laws of South Carolina and is engaging in the practice of law in Greenwood County, South Carolina.
11. That Defendant, Billy J. Garrett, Jr., upon information and belief, is a citizen and resident of Greenwood County, South Carolina and is an attorney licensed to practice law and engaging in the practice of law in South Carolina, as well as a owner, officer and/or employee of Defendant The Garrett Law Firm.
12. That Defendant, Carson M. Henderson, upon information and belief, is a citizen and resident of Greenwood County, South Carolina and is an attorney licensed to practice law and engaging in the practice of law in South Carolina, as well as a owner, officer and/or employee of Defendant The Garrett Law Firm.
13. That the property, which is the subject of this action, is located in Greenwood, South Carolina.

Factual Background

14. That on or about May 12, 2003, Defendant, T. Scott Ward, and Greenwood Realty, Inc. executed an "Exclusive Right to Sell Agreement/Listing Agreement" whereby Defendant, T. Scott Ward, employed Greenwood Realty to sell or to secure a contract for the sale of the subject property. See attached Exhibit "A" which is incorporated and referenced heretofore.
15. That on or about March 25, 2004, Plaintiffs, MANI Investments, LLC and Anjay "Jay" Patel ("Buyer") and Defendants, T. Scott Ward and One Stop Marina, Inc. ("Seller"), executed a "Commercial Purchase Agreement and Deposit Receipt" through Defendants, Renee Simchon and Greenwood Realty, Inc., as dual agent. See attached Exhibit "B" which is incorporated and referenced heretofore.

16. That Paragraph "1. J." of the aforementioned "Commercial Purchase Agreement and Deposit Receipt" (Exhibit "B") indicates that "Buyer" shall pay a $100,000.00 down payment at the closing of subject property.
17. That Paragraph "F" of Exhibit "B" indicates that either or both Defendants, One Stop Marina, Inc and T. Scott Ward "Sellers", shall owner finance $500,000.00 of the $600,000.00 selling price.
18. That, in accordance to Exhibit "B", Plaintiffs, MANI Investments, LLC and/or Anjay Patel, and Defendants, One Stop Marina, Inc. and T. Scott Ward, intended to create an owner finance agreement/installment sales contract for the purchase of the subject property.
19. That Paragraph 40 of Exhibit "B" states that Defendant, The Garrett Law Firm, shall prepare the necessary documents to facilitate this transaction whereby "Buyers" tenders $100,000.00 to "Seller" as down payment.
20. That, in accordance with Paragraph 40 of Exhibit "B", Defendants, Carson M. Henderson, Billy J. Garrett, Jr., and/or The Garrett Law Firm, PA, prepared the necessary documents on behalf of Plaintiffs and Defendants, One Stop Marina, Inc. and T. Scott Ward.
21. That Defendants, Carson M. Henderson and Billy J. Garrett, Jr., rendered Exhibit "B" into a "Lease Agreement" and an "Option to Purchase", which was executed by Plaintiff and Defendant, T. Scott Ward on or about May 17, 2004. See attached Exhibit "C" and "D" which are incorporated and referenced heretofore.
22. That Plaintiffs and Defendant, T. Scott Ward, executed Exhibits "C" and "D" to close on the subject property at Defendant, The Garrett Law Firm, under the supervision, guidance, and care of Defendants, Carson M. Henderson and Billy J. Garrett, Jr, as closing attorneys.
23. That included in the closing documents was the document entitled "CLOSING STATEMENT" whereby Defendant, Greenwood Realty, Inc., reportedly earned a commission of $50,000.00 for the sale of the subject property. See attached Exhibit "E" which is incorporated and referenced heretofore.
24. That by letter dated May 10, 2007, Plaintiffs gave Defendant, T. Scott Ward, written notice exercising its "Option" with a request for two 60 day extensions to enable

Plaintiffs to obtain financing. See attached Exhibit "F" which is incorporated and referenced heretofore.

25. That by letter dated May 17, 2007, Plaintiffs confirmed Defendant T. Scott Ward's acceptance of the two 60 day extensions to enable Plaintiff to obtain funding. See attached Exhibit "G" which is incorporated and referenced heretofore.
26. That Plaintiffs received by facsimile dated May 17, 2007, the requested first 60 day extension from Defendant, The Garrett Law Firm, which Plaintiffs and Defendant, T. Scott Ward, executed on or about May 17, 2007. See attached Exhibit "H" which is incorporated and referenced heretofore.
27. That Plaintiffs received by facsimile dated July 19, 2007, the requested second 60 day extension from Defendant, The Garrett Law Firm, which Plaintiffs and Defendant, T. Scott Ward, executed on or about July 19, 2007. See attached Exhibit "I" which is incorporated and referenced heretofore.
28. That by letter dated August 27, 2007, Defendant, T. Scott Ward, attempted to cancel the previously granted extension and informed Plaintiffs to remove itself and its property from the subject premises by September 17, 2007. See attached Exhibit "J" which is incorporated and referenced heretofore.
29. That Defendants, The Garrett Law Firm and Billy J. Garrett, Jr., sent via facsimile a copy of the aforementioned letter, Exhibit "J", to Plaintiffs' Small Business Administration loan closing attorney, Steven M. Querin on or about September 5, 2007. See attached Exhibit "K" which is incorporated and referenced heretofore.

For a First Cause of Action
(Attorney Negligence)

30. Plaintiffs incorporate herein by reference all allegations heretofore set forth.
31. That Plaintiffs were clients of Defendants, The Garrett Law Firm, Billy J. Garrett and Carson M. Henderson, to whom duties were owed.
32. As a law firm and as lawyers licensed and engaged in the practice of law in the State of South Carolina, the Defendants, The Garrett Law Firm, Billy J. Garrett and Carson M. Henderson, owed duties to Plaintiffs, including but not limited to the duties of competence and diligence, as well as the duty to possess and discharge in their services

to Plaintiffs that degree of care, skill and learning possessed of other reasonable and competent attorneys under the same or similar circumstances.

33. That Defendants, The Garrett Law Firm, Billy J. Garrett and Carson M. Henderson, breached their duties to Plaintiffs and otherwise acted in a negligent, grossly negligent, wanton and reckless manner in the following particulars:

    a. Failing to, in general, to provide competent representation in the protection of the interest of Plaintiffs;

    b. Failing to give independent, candid advice, referring not only to the law, but also to other consideration, particularly economic considerations, specifically in not giving Plaintiffs choices of documentation and form in casting the subject transaction and including the negative or positive aspects of each form;

    c. Failing to recognize that their duties to Plaintiffs were materially and adversely affected by their relationship with Defendants, T. Scott Ward and One Stop Marina, Inc.;

    d. Failing to recognize that they could not consider; recommend or carry out an appropriate course of action to Plaintiffs because of responsibilities and the relationship with Defendants, T. Scott Ward and One Stop Marina, Inc.;

    e. In continuing their representation of Defendants, T. Scott Ward and One Stop Marina, Inc., in matters arising out the subject transaction contrary to Ethics Advisory Opinion 84-24;

    f. In taking positions adverse to Plaintiffs in violation of Rule 1.9 and Ethics Advisory Opinion 90-22;

    g. Failing to recognize that their duties in the subject transaction were not limited to those of a "scrivener" and required advocacy on behalf of Plaintiffs to cast the subject transaction in a form favorable to Plaintiffs;

    h. Failing to reasonably inform Plaintiffs about their long term representative relationship with Defendants, T. Scott Ward and One Stop Marina, Inc., and to explain that relationship to the extent necessary to permit Plaintiffs to weigh its impact and make informed decisions;

    i. Failing to recognize duties to Plaintiffs in undertaking the preparation of documents of behalf of Plaintiffs;

j. Failing to recognize a duty to conduct and in failing to conduct the subject transaction in a manner that would assure Plaintiffs sufficient information to understand the subject transaction and its consequences;

k. Failing to incorporate into the Lease Agreement by reference the terms and provisions of the Option to Purchase, and vice versa, so as to cast the subject transaction as one and reflect the true interdependent character of the transaction as created by the Commercial Purchase Agreement and Deposit Receipt;

l. Failing to advise Plaintiffs as to the legal relationship of the parties, i.e. that Plaintiffs had an equitable interest in the Real Property and a right of redemption of which he could be deprived only by a foreclosure proceeding under South Carolina Law;

m. Failing to advise Plaintiffs their interest in the Real Property was devisable and subject to conveyancing. (See attached Affidavit Exhibit "L")

34. That Plaintiffs first obtained or should have obtained notice of attorney negligence through the correspondence between Defendants, The Garrett Law firm and Billy J. Garrett, Jr., and Steven M. Querin which began on or about September 5, 2007. See attached Exhibit "J".

35. That Plaintiffs suffered damages as a proximate result of attorney negligence in an amount of the $100,000.00 down payment, the loss of the subject property, unnecessary legal fees, and any further amount to be determined by the trier of fact.

36. That Plaintiffs are of the belief that due to Defendants, The Garrett Law Firm, Billy J. Garrett and Carson M. Henderson, wanton, reckless and grossly negligent disregard to Plaintiffs' rights that Plaintiffs are entitled to punitive damages in the amount of $300,000.00 or such other sum as determined by the trier of fact.

For a Second Cause of Action
(Realtor Negligence)

37. Plaintiff incorporates herein by reference all allegations heretofore set forth.

38. That on or about March 25, 2004, Plaintiffs, MANI Investments, LLC and Anjay "Jay" Patel ("Buyer") and Defendants, T. Scott Ward and One Stop Marina, Inc. ("Seller"), executed a "Commercial Purchase Agreement and Deposit Receipt" through

Defendants, Renee Simchon and Greenwood Realty, Inc., as dual agent. See attached Exhibit "B".

39. That as dual agent, Defendants, Renee Simchon and Greenwood Realty, Inc., owed Plaintiffs duties of loyalty, obedience, confidentiality, reasonable care, diligence, and accounting.
40. That Defendants, Renee Simchon and Greenwood Realty, Inc., represented Plaintiffs at the execution of Exhibit "B" as evidence on the "Receipt and Acknowledgement of Buyer" page of the aforementioned Exhibit "B".
41. That Plaintiffs are informed and of the belief that Defendants, Renee Simchon and Greenwood Realty, Inc., sent Exhibit "B" to Defendants, The Garrett Law Firm, Billy Garrett, Jr., and/or Carson Henderson.
42. That in the alternative, if Defendants, Renee Simchon and Greenwood Realty, Inc., failed to deliver Exhibit "B" to Defendants, The Garrett Law Firm, Billy Garrett, Jr., and/or Carson Henderson, then Defendants, Renee Simchon and Greenwood Realty, Inc. negligently and inadequately represented Plaintiffs in violation of SC Code Ann. § 45-57-5 et seq.
43. That Plaintiffs suffered damages as a proximate result of negligence of Defendants, Renee Simchon and Greenwood Realty, Inc., in an amount of the $100,000.00 down payment, the loss of the subject property, unnecessary legal fees, and any further amount to be determined by the trier of fact.
44. That Plaintiffs are of the belief that due to Defendants, Renee Simchon and Greenwood Realty, Inc., wanton, reckless and grossly negligent disregard to Plaintiffs' rights that Plaintiffs are entitled to punitive damages in the amount of $300,000.00 or such other sum as determined by the trier of fact.

For a Third Cause of Action

(Resulting/Constructive Trust)

45. Plaintiffs incorporates herein by reference all allegations heretofore set forth.
46. That Plaintiffs and Defendant, T. Scott Ward and One Stop Marina, Inc., entered into a "Commercial Purchase Agreement and Deposit Receipt" (Exhibit "B") for the purchase of the subject property.

47. That the terms of Exhibit "B" include the following:
    a. A $5,000.00 Deposit;
    b. A $600,000.00 Total Purchase Price;
    c. A $100,000.00 Down Payment;
    d. Seller financing in an amount of $500,000.00
48. That in accordance with Exhibit "B", the parties intended to enter into an owner financed sales agreement and/or an owner financed installment contract for the purpose of the Plaintiffs purchasing and Defendants, T. Scott Ward and One Stop Marina, Inc., selling the subject property.
49. That the executed "Lease Agreement" (Exhibit "C") and "Option to Purchase Real Property" (Exhibit "D") contradicts and violates the original intentions of the parties as proscribed by Exhibit "B".
50. That, since on or about May 17, 2004, Plaintiffs have tendered payments in accordance with the original intentions of the parties and the terms of the contract as prescribed by Exhibit "B" and Exhibit "C" and are ready willing and able to close on the subject property.
51. That Plaintiffs tendered and Defendants, T. Scott Ward and One Stop Marina, Inc., accepted a down payment, as proscribed by Exhibit "B", of $100,000.00 to secure the purchase of the subject property.
52. That Defendants, T. Scott Ward and One Stop Marina, Inc., breached his trust by failing to close on the subject property when he accepted Plaintiffs' $100,000.00 down payment for the purchase of the subject property, the monthly payments, and improvements to the subject property.
53. That Defendants, T. Scott Ward and One Stop Marina, Inc., received a benefit from Plaintiffs' $100,000.00 down payment, monthly payments, and improvements to the subject property which does not equitably belong to Defendants, T. Scott Ward and One Stop Marina, Inc.
54. That Defendants, T. Scott Ward and One Stop Marina, Inc., cannot in good conscience retain or withhold the subject property from Plaintiffs who is beneficially entitled to the subject property; or in the alternative, Defendants cannot in good conscience retain or withhold the $100,000.00 down payment, the equity from the monthly payments, and

the improvements to the subject property from Plaintiffs who is beneficially entitled to the subject property.

55. That Plaintiffs demands Defendants, T. Scott Ward and One Stop Marina, Inc., return the $100,000.00 down payment, the equity from the monthly payments, and the investment in improvements to the subject property.
56. That Defendants, T. Scott Ward and One Stop Marina, Inc., refused and continues to refuse to return the $100,000.00 down payment, the equity from the monthly payments, and the investment in the improvements to the subject property.
57. Plaintiffs demands Plaintiff have judgment against Defendant in a sum of the $100,000.00 down payment and any further amount to be determined by the trier of fact.

For a Forth Cause of Action
(Breach of Contract)

58. Plaintiffs incorporates herein by reference all allegations heretofore set forth.
59. That Plaintiffs and Defendants, T. Scott Ward and/or One Stop Marina, Inc., entered into a "Lease Agreement" (Exhibit "C") and an "Option to Purchase Real Property" (Exhibit "D") on or about May 17, 2004.
60. Plaintiffs tendered and Defendants, T. Scott Ward and/or One Stop Marina, Inc., accepted $100,000.00 down payment for the subject property.
61. That Plaintiffs by letters dated May 10, 2007 (Exhibit "F"), and May 17, 2007 (Exhibit "G") exercised an "option" in anticipation of finalizing the purchase of the subject property.
62. The aforementioned letters (Exhibits "F" and "G") establish Plaintiffs' request for two 60 day extensions of the "Lease Agreement" for the purposes of obtaining financing to close on the subject property.
63. That the two new lease agreements, as evidence by Exhibits "H" and "I", establish Defendants', T. Scott Ward and/or One Stop Marina, Inc., acceptance of the extensions of the "Lease Agreement" to allow Plaintiff to obtain financing for the subject property.
64. That Plaintiffs were ready, willing, and able to close on the subject property.
65. That Defendants, T. Scott Ward and/or One Stop Marina, Inc., refused and continues to refuse to close on the subject property.

66. That Defendants, T. Scott Ward and/or One Stop Marina, Inc., by letter dated August 27, 2007 (Exhibit "J"), demanded Plaintiffs to remove itself and its personal property and inventory from the subject property on or about September 17, 2007.
67. That Defendants, T. Scott Ward and/or One Stop Marina, Inc., have materially breached this contract by not closing on the subject property.
68. That Plaintiffs have suffered damages as a proximate result of the material breach of the contract in an amount of the $100,000.00 down payment and any further amount to be determined by the trier of fact.
69. That the relevant contracts states that any suits between the parties shall result in awarding Attorney's Fees and Costs of Litigation to the prevailing party.

For a Fifth Cause of Action
(Specific Performance)

70. Plaintiffs incorporates herein by reference all allegations heretofore set forth.
71. That Plaintiffs entered into a contract with Defendants, T. Scott Ward and/or One Stop Marina, Inc., for the purchase of the subject property as evidenced by Exhibits "B", "C", "D", "H", and "I".
72. Plaintiffs tendered and Defendants, T. Scott Ward and/or One Stop Marina, Inc., accepted the $100,000.00 down payment for the subject property.
73. Plaintiffs tendered and Defendants, T. Scott Ward and/or One Stop Marina, Inc., accepted the contracted monthly installment payments since on or about May 17, 2004.
74. That Plaintiffs has been ready, willing, and able to close on the subject property.
75. That Defendants, T. Scott Ward and/or One Stop Marina, Inc., refuses and continues to refuse to close on the subject property.
76. Plaintiffs offered and continues to offer payment of the purchase price. Wherefore, Plaintiffs demands (1) that Defendants, T. Scott Ward and/or One Stop Marina, Inc., be required specifically to close on the subject property and allow Plaintiffs to obtain financing, and (2) that if specific performance is not granted, Plaintiffs have judgment against Defendants, T. Scott Ward and/or One Stop Marina, Inc., for the $100,000.00 down payment and any further amount to be determined by the trier of fact.
77. That the relevant contracts states that any suits between the parties shall result in awarding Attorney's Fees and Costs of Litigation to the prevailing party.

For a Sixth Cause of Action
(Quantum Meruit)

78. Plaintiffs incorporates herein by reference all allegations heretofore set forth.
79. That Plaintiffs and Defendants, T. Scott Ward and/or One Stop Marina, Inc., entered into a Commercial Purchase Agreement and Deposit Receipt" (Exhibit "B") on or about March 25, 2004 whereby Plaintiffs agreed to tender a $100,000.00 down payment for the purchase of the subject property.
80. That Plaintiffs tendered and Defendants, T. Scott Ward and/or One Stop Marina, Inc., accepted the $100,000.00 down payment.
81. That Plaintiffs attempted to close on the subject property.
82. That Plaintiffs were ready, willing, and able to close on the subject property.
83. That Defendants, T. Scott Ward and/or One Stop Marina, Inc., refused and continues to refuse to close on the subject property.
84. That Defendant, T. Scott Ward, received a benefit from the $100,000.00 down payment.
85. That Plaintiffs have suffered a detriment due to Defendants', T. Scott Ward and/or One Stop Marina, Inc., unjust retention of the $100,000.00 down payment.
86. That Plaintiffs are entitled to a return of the $100,000.00 down payment.
87. That the relevant contracts states that any suits between the parties shall result in awarding Attorney's Fees and Costs of Litigation to the prevailing party.

WHEREFORE, the Plaintiff prays unto This Honorable Court as follows:

A. For Judgment against Defendants in accordance with this Complaint;
B. For Specific Performance of the subject property;
C. For an amount of damages to be determined by the trier of fact;
D. For a return of $100,000.00 Down Payment;
E. For Judgment against Defendants for punitive damages in the amount of $300,000.00
F. For attorney's fees, costs and expenses; AND
G. For such other further relief as this court might deem just and proper

(Signature to Follow)

A BUSINESS LAW FIRM, LLC.

Attorney for Plaintiffs

By: TABelenchia

Thomas A. Belenchia BAR #: 2371
Travis Dane Hilka BAR # 77007
John C. Strickland # 76210
P.O. Box 3421
Spartanburg, SC 29304
Phone: (864) 439-8401
FAX: (864) 949-5251
tab@abizlaw.com

Spartanburg, South Carolina

August 11th, 2009

STATE OF SOUTH CAROLINA)) COUNTY OF GREENWOOD)	IN THE COURT OF COMMON PLEAS CASE NO. 2009-CP-24-01181
Anjay Patel, Mani Investments, LLC,) d/b/a Cornerstop Stores and Mani) One, Inc.)) Plaintiffs,)) V.)) The Garrett Law Firm PC, Carson M.) Henderson, Billy J. Garrett, Jr., T.) Scott Ward, One Stop Marina, Inc.,) Greenwood Realty, Inc., Renee) Simchon,)) Defendants.)	COPY ANSWER OF DEFENDANTS THE GARRETT LAW FIRM, PC, CARSON M. HENDERSON, AND BILLY J. GARRETT, JR. AND COUNTERCLAIM

Subject to the motion to dismiss heretofore served and filed on behalf of Carson M. Henderson and without waiving the same, the Defendants designated as The Garrett Law Firm, PC, Carson M. Henderson and Billy J. Garrett, Jr., answering the Complaint herein and by way of Counterclaim, allege:

FOR A FIRST DEFENSE:

1. That the Complaint fails to state facts sufficient to constitute a cause or causes of action against the Defendant Carson M. Henderson and furthermore purports to allege professional negligence and other acts against Carson M. Henderson, an attorney at law, but fails to incorporate a proper affidavit of an expert witness specifying an act of negligence on the part of Defendant Carson M. Henderson as required by §15-36-100 (B) of the South Carolina Code of Laws, 1976, as amended, and therefore, the action should dismissed as to Carson M. Henderson.

FOR A SECOND DEFENSE:

2. That any claimed actions complained against these Defendants were the actions of The Garrett Law Firm, whose sole client was T. Scott Ward and any entity giving an option, and by reason of which Defendants Billy J. Garrett, Jr. and Carson M. Henderson are not personally liable to the plaintiff(s) and by reason of which this action should be dismissed as to them personally since the Complaint fails to state a claim upon which relief can be granted.

FOR A THIRD DEFENSE:

3. That they deny each and every allegation of the Complaint not hereinafter specifically admitted.

4. That the allegations of paragraph 1 of the Complaint call for a legal conclusion and therefore those allegations are neither admitted nor denied.

5. That on information and belief they admit the allegations of paragraphs of the Complaint.

6. That they lack sufficient knowledge and information to form a belief as to the allegations of paragraph 3 of the Complaint, and therefore, they deny those allegations.

7. That on information and belief they admit the allegations of paragraph 4 of the Complaint and so much of paragraph 5 of the Complaint as alleges that Plaintiff Patel is a resident of Spartanburg County, South Carolina and is the authorized agent for service of process of Mani Investments, LLC and Mani One, Inc.

8. That they admit the allegations of paragraphs 6, 7, 8, 9, 10, 11 12 and 13 of the Complaint.

9. That with respect to paragraph 14 of the Complaint, they admit only that Exhibit A is entitled "Exclusive Right to Sell Agreement/Listing Agreement" and bears a date of May 12, 2003, and the names of T. Scott Ward and Greenwood Realty, Inc., but they crave reference to the document for its exact terms, provisions and obligations; and that they deny the remaining allegations of this paragraph of the Complaint.

10. That with respect to paragraph 15 of the Complaint, they admit only that Exhibit B is entitled "Commercial Purchase Agreement and Deposit Receipt" and bears dates of March 25 and 27, 2004; that they further admit that the agreement referred to is between "One Stop Marina, Inc. Scott Ward" and "Corner Stop Stores, Jay Patel" but they crave reference to the document for its exact terms, provisions and obligations; and that they deny the remaining allegations of this paragraph of the Complaint.

11. That with respect to paragraphs 16, 17, 18 and 19 of the Complaint, they assert that Exhibit B and the paragraphs and provisions referenced in Exhibit B speak for themselves, and they therefore deny the allegations of this paragraph of the Complaint.

12. That they deny the allegations of paragraph 20 of the Complaint and in further answer to this paragraph they crave reference to Section 40-Additional Terms and Conditions of Exhibit B for any obligations of the Law Firms to its sole client, T. Scott Ward.

13. That they deny the allegations of paragraph 21 of the Complaint.

14. That with respect to paragraph 22 of the Complaint, they admit only that Exhibit C is a "Lease Agreement" dated May 17, 2004, and that Exhibit D is an "Option to Purchase Real Property" dated May 17, 2004; that Exhibits C and D were prepared at the direction and consent of, T. Scott Ward, the sole client of these Defendants; and that

on information and belief Mani Investments, LLC voluntarily chose to sign those agreements; and that they deny the remaining allegations of this paragraph of the Complaint.

15. That with respect to paragraph 23 of the Complaint, these Defendants admit only that Exhibit E is a Closing Statement which inter alia shows that Greenwood Realty, Inc. was to be paid $50,000.00 dollars in connection with this transaction and/or some other transaction, but they deny the remaining allegations of this paragraph of the Complaint.

16. That with respect to paragraph 24 of the Complaint, these Defendants admit only that Exhibit F purports to be a letter dated May 10, 2007 from Mani One, Inc., an entity different from Plaintiff Mani Investments, LLC, ineffectively attempting to exercise an option to purchase certain property from T. Scott Ward; that on information and belief Mani One, Inc. did not enter into any option to any purchase property from T. Scott Ward; and that they deny the remaining allegations of this paragraph of the Complaint.

17. That with respect to paragraph 25 of the Complaint; they admit only that Exhibit F purports to be a self-serving letter dated May 17, 2007 from Mani One, Inc., an entity different from Plaintiff Mani Investments, LLC, to Scott Ward, but these defendants crave reference to the letter for its content, effect and meaning; and that they deny the remaining allegations of this paragraph of the Complaint.

18. That they deny the allegations of paragraphs 26 and 27 of the Complaint; and that in further answering these paragraphs of the Complaint, they assert Exhibits H

and I are lease agreements extending Plaintiff's lease period for the premises, not extensions of time to exercise an option to purchase property.

19. That these Defendants deny the allegations of paragraph 28 of the Complaint for the reason *inter alia* the Plaintiffs have mischaracterized the letter referred to and attached as Exhibit J.

20. That the Defendants deny the allegations of paragraph 29 of the Complaint.

21. That the Defendants deny each and every allegation of the First Cause of Action of the Complaint not hereinafter specifically admitted.

22. That with respect to paragraph 30 of the Complaint, the Defendants reallege and incorporate by reference the allegations of paragraphs 2 through 19 of this Answer as if those allegations were set forth in their entirety herein.

23. That the Defendants expressly deny the allegations of paragraph 31 of the Complaint.

24. That the Defendants expressly deny the allegations of paragraph 32 of the Complaint since T. Scott Ward was the sole client of these Defendants and the sole person to whom these defendants owed a duty in this matter under the attendant circumstances.

25. That they deny the allegations of paragraphs 33 and 34 of the Complaint.

26. That they deny the remaining allegations of the First Cause of Action of the Complaint.

FOR A FOURTH DEFENSE:

27. That the allegations of the Second, Third, Fourth, Fifth and Sixth Causes of Action do not pertain to these Defendants, and therefore, no response is required to those causes of action; *provided however*, that to the extent any of these causes of action may be construed to apply to these Defendants, they deny any such allegations that may be construed to apply to them.

FOR A FIFTH DEFENSE:

28. That the allegations of the Second, Third, Fourth, Fifth and Sixth Causes of Action do not pertain to these Defendants, and therefore, those causes of action fail to state facts sufficient to constitute causes of action against these Defendants.

FOR A SIXTH DEFENSE:

29. That this action is barred by the applicable statute of limitations.

FOR A SEVENTH DEFENSE:

30. That the Plaintiffs failed timely and properly to exercise the Option given to him by T. Scott Ward, and by reason of which the Plaintiffs have no claim against any of the Defendants including these Defendants.

FOR AN EIGHTH DEFENSE:

31. That the Plaintiffs failed timely and properly to exercise the Option given to him by T. Scott Ward, and by reason of which the Plaintiffs are barred from recovery by reason of their sole acts, negligence and omissions.

FOR A NINTH DEFENSE:

32. That the Plaintiff(s) to whom the Option was given failed timely and properly to exercise the Option given by T. Scott Ward, and by reason of which the Plaintiffs are barred from recovery by the doctrine of waiver.

FOR A TENTH DEFENSE

33. That the Plaintiff(s) to whom the Option was given failed timely and properly to exercise the Option given by T. Scott Ward by his and/or their own acts and omissions, and by reason of which the Plaintiffs are estopped from recovering from these Defendants and these Defendants plead estoppel as a defense to this action.

FOR AN ELEVENTH DEFENSE:

34. That the sole acts and conduct of the Plaintiff(s) and/or the Plaintiffs' agent were the cause in fact and proximate cause of the Plaintiffs' damages including the failure of the Plaintiffs' agents Thomas A. Belenchia, Esquire, and A Business Law Firm, LLC and/or Steven M. Querrin, Esquire to properly file and timely serve a *lis pendens* or other documents.

FOR A TWELFTH DEFENSE:

35. That the sole cause of the Plaintiffs' damages sustained, if any, which damages are expressly denied, was the direct and proximate result of the Plaintiffs' agents Thomas A. Belenchia's and A Business Law Firm, LLC's and/or Steven M. Querrin's failure to properly protect their clients' interests at the motion hearing in an earlier case involving the same matters as are being asserted in this action by foregoing and waiving their client's rights, if any, to seek specific performance and his equitable right of redemption against the subject property.

FOR A THIRTEENTH DEFENSE:

36. That a previous action instituted by Mani Investments, LLC against The Garrett Law Firm PC, Carson M. Henderson, Billy J. Garrett, Jr., and T. Scott Ward was dismissed for various reasons, including the fact that the option referred to in this

Complaint was not properly exercised and in fact was exercised by the wrong party; that no motion to reconsider that Order of the Court was made; that no appeal was taken from that Order dismissing the claim; that by reason of the foregoing dismissal no conduct on the part of these Defendants could be, or was, the proximate cause of any alleged damages of the Plaintiffs.

FOR A FOURTEENTH DEFNSE:

37. That a previous action instituted by Mani Investments, LLC against The Garrett Law Firm PC, Carson M. Henderson, Billy J. Garrett, Jr., and T. Scott Ward was dismissed for various reasons, including the fact that the option referred to in this Complaint was not properly exercised; that no motion to reconsider that Order of the Court was made; that no appeal was taken from that Order dismissing the claim; that Plaintiffs failed to follow the procedure set forth in Orders entered in that case for prosecuting an action against these Defendants; and that the Orders in that previous case have become final and law of the case; and that by reason of the foregoing the Plaintiffs are precluded from maintaining this action by res judicata.

FOR A FIFTEENTH DEFENSE:

38. That a previous action instituted by Mani Investments, LLC against The Garrett Law Firm PC, Carson M. Henderson, Billy J. Garrett, Jr., and T. Scott Ward was dismissed for various reasons, including the fact that the option referred to in this Complaint was not properly exercised; that no motion to reconsider that Order of the Court was made; that no appeal was taken from that Order dismissing the claim; that Plaintiffs failed to follow the procedure set forth in Orders entered in that case for prosecuting an action against these Defendants; and that the Orders in that previous case

have become final and law of the case; and that by reason of the foregoing the Plaintiffs are precluded from maintaining this action by collateral estoppel.

FOR A SIXTEENTH DEFENSE:

39. That any damages sustained by the Plaintiffs as set forth in the Complaint were due to and proximately caused by the negligence, recklessness, willfulness and wantonness of the Plaintiffs and/or the Plaintiffs' agents Thomas A. Belenchia, Esquire and/or Steven M. Querrin, Esquire, in among other things, failing to file and serve timely a *lis pendens* and/or other appropriate documents to protect the interest of the Plaintiffs, which acts combined, concurred, and contributed with any negligence, recklessness, willfulness and wantonness on the part of these Defendants, which is specifically denied, and without which the same would not have occurred, and these Defendants would ask that the Court compare the negligence of the Plaintiffs with that of these Defendants, if any, and if it is determined that the Plaintiffs' negligence was greater than the negligence of these Defendants, which negligence is specifically denied, then Plaintiffs should be totally barred from recovery, and if it is determined that the Plaintiffs' negligence is equal to or less than the negligence of these Defendants, then the amount of recovery available to the Plaintiffs should be reduced by the percentage of the Plaintiffs' own negligence, recklessness, willfulness and wantonness.

FOR A SEVENTEENTH DEFNSE

40. That the Plaintiffs and their agents Thomas A. Belenchia, Esquire and/or Steven M. Querrin, Esquire, were fully aware of the risk of failing to properly exercise the option or failing to file and serve timely a *lis pendens* and/or other appropriate documents to

protect the interest of the Plaintiffs, which risk was assumed by the Plaintiffs, and Defendants plead assumption of the risk as a defense to this action.

FOR AN EIGHTEENTH DEFENSE AND BY WAY OF COUNTERCLAIM:

41. That this action against these Defendants is so frivolous and without merit as to violate Section 15-36-10 of the 1976 South Carolina Code as amended and the court should impose appropriate sanctions as set forth in Section 15-36-10(G).

WHEREFORE, having fully answered the Complaint herein, the Defendants The Garrett Law Firm, PC, Carson M. Henderson and Billy J. Garrett, Jr. demand that the same be dismissed; that they have judgment on their Counterclaim and that they have such other and further relief as may be just and proper.

R. Davis Howser
of HOWSER, NEWMAN & BESLEY, L.L.C.
1508 Washington Street
Post Office Box 12009
Columbia, South Carolina 29211
(803) 758-6000

Attorney for the Defendants The Garrett Law Firm, PC, Carson M. Henderson and Billy J. Garrett, Jr.

September 4, 2009

CERTIFICATE OF SERVICE

I, the undersigned employee of Howser, Newman & Besley, LLC, attorneys for Defendants, The Garrett Law Firm, Carson M. Henderson and Billy J. Garrett, Jr., hereby certify that I have served a copy of their ANSWER AND COUNTERCLAIM by depositing same in a United States Postal Service Mail Box directed to counsel listed below, postage prepaid, this 4th day of September 2009:

Thomas A. Belenchia, Esquire
Travis Dane Hilka, Esquire
John C. Strickland
Post Office Box 3421
Spartanburg, South Carolina 29304
ATTORNEYS FOR THE PLAINTIFFS

Thomas E. Hite, Jr., Esquire
Post Office Box 805
Abbeville, South Carolina 29620
ATTORNEY FOR DEFENDANT
T. SCOTT WARD AND ONE STOP MARINA, INC.

Edward S. McCallum, III, Esquire
Post Office Box 148
Greenwood, South Carolina 29648
ATTORNEY FOR DEFENDANTS
GREENWOOD REALTY, INC.
AND RENEE SIMCHON

Judith W. Harmon

EQUAL HOUSING OPPORTUNITY

EXCLUSIVE RIGHT TO SELL AGREEMENT
LISTING AGREEMENT

In consideration of the covenants herein contained, J. Scott Ward, Sole Property Owner(s) (hereinafter called "OWNER") and Greenwood Realty, Inc., Real Estate Company (hereinafter called "BROKER"), agree as follows:

For the period of time beginning on 5/12, 2003, and ending at midnight on 5/12, 2004 Owner hereby grants to Broker the sole and exclusive right to sell the real property known as:

Lot_____ Block_____ Section_____ Subdivision_____

Address 5201 Old Laurens Rd.

Tax Map #_____ City Greenwood Zip 29649

County of Greenwood, State of South Carolina.

The real estate described herein includes all improvements, fixtures, appurtenances, and the additional property, if any, described here. Atm to included. does not include Vending - No game Machines

AGENCY RELATIONSHIPS: Broker has advised Owner of Broker's general company policy regarding cooperating with Subagents, Buyers Agents or both. Owner has read and signed the Acknowledgment of Agency Disclosure as required by Section 40-57-139 (as amended) of the Code of Laws of South Carolina, 1976 Owner authorizes the Broker to cooperate and to compensate the following: (CHECK ALL APPLICABLE CHOICES)

( ) SUBAGENTS REPRESENTING ONLY THE OWNER.

( ) BUYER AGENTS REPRESENTING ONLY THE BUYER.

(X) OWNER AGREES THAT BROKER MAY REQUEST PERMISSION TO BECOME A DUAL AGENT. IT IS UNDERSTOOD THAT OWNER WILL BE NOTIFIED THAT A LICENSEE IS ACTING AS A DUAL AGENT BEFORE BEING ASKED TO CONSIDER AN OFFER TO PURCHASE THE SUBJECT PROPERTY. IF THE REQUIRED CONSENT IS OBTAINED FROM THE OWNER, A SEPARATE ACKNOWLEDGMENT MUST BE OBTAINED USING THE REAL ESTATE COMMISSION APPROVED "DISCLOSURE AND CONSENT TO DUAL AGENCY" FORM PURSUANT TO SECTION 40-57-137(M) OF THE SOUTH CAROLINA REAL ESTATE LICENSE LAW.

( ) NONE OF THE ABOVE. (If this box is checked, property cannot be placed in the multiple listing service.)

The form of agency in a transaction will be disclosed verbally to the Owner's Agent at the time of initial contact by all cooperating real estate agents. Further, a written disclosure of agency shall be provided to the Owner at the time an offer to purchase is submitted for the Owner's consideration.

TERMS: As follows:

1. Broker agrees to employ Broker's best efforts to sell or to secure a contract for the sale of the property for a price of Six Hundred Ninety-Nine Thousand Dollars ($699,000—) and in return Owner agrees to pay Broker a fee of $_____ or a commission of 6 % of gross sales price if Broker, Owner, another broker, or any other person or company produces a Buyer who is ready, willing, and able to purchase the property on the terms described above or on any terms acceptable to Owner. The brokerage fee shall be earned, due and payable when an agreement to purchase, option, exchange, lease or trade is signed by Owner. However, if Owner shall fail or refuse to sell the described property for the price and terms set forth herein, or if Owner shall fail or refuse to complete the sale of such property under any written Agreement to Buy and Sell Real Estate to which Owner has agreed, Broker's full fee shall be due and payable by Owner.

Owner agrees to pay all costs, including reasonable attorney's fees, which may be incurred by Broker in the collection of a fee due by Owner under this Agreement.

Broker agrees to defer the commission until the closing date or extension thereof stated in the agreement or until default by Owner. Deferral is agreed to solely as an accommodation to Owner and such deferral shall in no way be construed as a waiver of the brokerage fee. Closing Attorney is hereby irrevocably directed to deduct and pay said Broker's fee from the proceeds of the sale.

If the property is sold within 180 days of the expiration or termination of this Agreement (which shall be the "protection period") to a Buyer to whom the property was shown by Owner, Broker, another broker, or any other person or firm during the term of this Agreement, Broker's full fee shall be payable by Owner. The protection period shall be terminated if Owner enters into a listing agreement with another broker during the protection period.

2. For purposes of this Agreement, a sale shall be defined as any transfer of a legal, equitable or beneficial interest in the subject property, whether for money or in exchange of other property, and shall include, but not be limited to, any transfer of the ownership interest in any corporation, limited partnership, partnership, or other entity.

EARNEST MONEY: Owner authorizes and designates Escrow Agent, as designated by the sales agreement, to accept and hold on behalf of Owner any earnest money or escrow deposit made in accordance with the terms of any agreement to buy and sell real estate for the property. In the event of default or forfeiture by a prospective buyer, Owner will reimburse Escrow Agent any costs incurred by Escrow Agent including attorney's fees as a result of the release of payment to Owner of any of the earnest money deposited, and such reimbursement may be made by Broker from the earnest money deposit. All earnest money will be deposited in Escrow Agent's escrow account.

OWNER UNDERSTANDS THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, BROKER WILL NOT DISBURSE EARNEST MONEY TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

SIGNS: Owner grants to Broker the exclusive right to display "For Sale," "Under Contract," "Sale Pending," (or other similar) signs on the property and to remove other such signs.

BROKER'S DUTY: Broker agrees to employ the best efforts of Broker and Broker's agents and staff to secure a contract of sale for the described property upon such terms as may be agreeable to Owner. Broker's efforts shall include directing the efforts of Broker's organization to bring about the sale, advertising the described property as Broker deems advisable in those advertising media of merit customarily used in the area, furnishing such additional information as is necessary to cooperating real estate brokers and assisting such brokers in effecting a sale of property, and keeping Owner informed as to the progress of Broker's efforts in finding a Buyer for the described property. Owner understands the Broker makes no representation or guarantee as to the sale of the property. Broker shall present to Owner a completed Agency Disclosure Form, as prescribed by the South Carolina Real Estate Commission and the law of South Carolina prior to the signing of this Listing Agreement.

OWNER'S DUTY: Owner agrees as follows:
1. To furnish Broker with complete and reliable information concerning ownership and the operation of the property, and any encumbrances or liens affecting the property; and
2. To inform Broker of any inquiries (including inquiries from other brokers) or negotiations concerning the sale of the property; and
3. To permit inspection and showing of the property by Broker, Broker's Agents, Subagents, Buyer's Agent, and by such agents, subagents and prospective buyers as deemed reasonably necessary by Broker, and to cooperate in the scheduling and carrying out of such showings and inspections as is necessary; and
4. To permit the offering for sale of the property to prospective buyers without regard to age, sex, race, creed, color, religion, national origin, handicap or familial status; and
5. To permit Broker to incur, or pay on behalf of Owner reasonable expenses for repairs, inspection, utilities, maintenance, or similar expenses not to exceed $_____ for each separate expense, and to reimburse Broker, as necessary, upon receipt of the statement of expenses; and
6. To allow closing attorney to pay Broker's compensation in an amount equal to the compensation provided above from Owner's proceeds at time of closing; and
7. To grant to Broker the authority and approval to list and publish all sales data pertaining to the sale and closing of the hereinabove described property. Owner understands and acknowledges that sales data are published for the use and information of the members of all the Boards/Associations of REALTORS® and the Multiple Listing Services (MLS) of which Broker is a member; for their use of same and any appeal; and that data is listed in said publication; and

Record on Appeal, Appellant Patel0027

8. To convey marketable title to the buyer in fee simple free from all liens except those stipulated herein, subject to existing zoning and government restrictions, applicable owner's association assessments and restrictive conditions and covenants of record which do not materially affect the present use of the property; and
9. To authorize Owner's attorneys and the settlement agent to furnish to Broker copies of the final HUD-1 settlement statement for the transaction prior to the closing date; and
10. Not to deal directly with prospective buyers of this property during the period of this agency and shall refer any inquiries received directly and immediately to the Broker.

PROPERTY INFORMATION/ SELLER'S PROPERTY DISCLOSURE STATEMENT: Owner warrants that, to Owner's knowledge there are no material defects, hidden or obvious, in or on the property, which have not been disclosed to Broker in writing. Owner further warrants that Owner has reviewed and completed a Seller's Property Disclosure Statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et.seq., attached to and made a part of this Agreement, and that all such information is accurate to the best of Owner's knowledge. If the Owner discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the owner shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. An owner who knowingly violates or fails to perform any duty prescribed by any provision of this article or who discloses any material information on the disclosure statement that he knows to be false, incomplete, or misleading is liable for actual damages proximately caused to the Buyer and court costs. Owner agrees to defend, indemnify, and hold harmless the Broker, Broker's agents, or subagents, including indemnification for attorney's fees and court costs, from any and all claims arising out of any information or omission of information presented to Broker by Owner. Owner agrees to disclose to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view including land, improvements, and personal property to be conveyed, and to hold said Broker harmless for any liabilities or damages arising from such defects. Owner will not hold Broker liable for the Owner's refusal or failure to provide a prospective purchaser with a disclosure statement. Owner agrees to allow Broker to provide copies of the disclosure statement to prospective buyers. The Owner understands and agrees that Broker has fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

DISCLOSURE: Owner authorizes Broker to disclose information about the property to Broker's agents, subagents, prospective buyers, and all inquiring parties. Such disclosure shall be in accordance with Broker's company policy. Owner hereby authorizes anyone having a lien against the property including the mortgage holder, to disclose complete information about the lien to Broker and Closing Attorney or Agent.

TAXES: Owner covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of owners who are not residents of South Carolina as defined in the said statute. The payment of rollback taxes, if applicable, and past personal property taxes, if applicable, shall be negotiated between the Owner and any prospective buyer.

COASTAL TIDELANDS & WETLANDS ACT: In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et. seq., South Carolina Code of Laws), an addendum will be attached to the sales agreement incorporating the required disclosures. The payment of any necessary surveys shall be negotiated between the Owner and any prospective buyer.

MULTIPLE LISTING SERVICE: The property [/] shall be [ ] shall not be ordered the Multiple Listing Services of which Broker is a member, which shall constitute an offer of cooperating brokerage to all members of the listing service. Owner agrees that Broker may compensate an agent representing the buyer from the fee described above.

LOCKBOX: Owner [ ] agrees [ ] does not agree for a MLS lock box to be installed on the property to facilitate showing and inspection of the property.

Owner acknowledges and agrees that neither Broker, nor Broker's agents, subagents, or anyone showing the property through the MLS, shall be responsible for any damage to, or loss of personal property, or to the realty, except such damage or loss as may be caused by the negligence of such party. Owner further acknowledges that Broker nor MLS is an insurer against the loss of personal property and agrees to release Broker and MLS from any responsibility therefore.

[ ] OWNER, [ ] OWNER, AND [ ] BROKER HAVE READ THIS PAGE

INTERNET MARKETING: Owner [✓] agrees [ ] does not agree that the listing may be placed in electronic marketing mediums including, but not limited to, the internet, MLS Internet Data Exchange (IDX) program or other similar on-line computer services and to share listing data with other members of MLS for marketing and advertising purposes only. Owner further agrees to permit other real estate firms who belong to any listing service of which Broker is a member to advertise the listing on the internet in accordance with the listing service rules and regulations.

OTHER OFFERS: Owner understands that the Broker's responsibility to present offers to purchase to the Owner for Owner's consideration terminates at the closing of the subject property or expiration of this agreement, whichever occurs first.

MARKETING THE PROPERTY: The Broker shall not continue marketing the property after an offer has been accepted, unless requested in writing by the Owner to do so.

NO CONTROL OF COMMISSION RATES OR FEES: The Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed, controlled suggested, recommended, or maintained by the board/association, the MLS, or by any persons not a party to the listing agreement. The subagency compensation paid by the Listing Broker to a Cooperating Broker or Buyer's Broker in respect to any listing is established by the Listing Broker in Broker's offer of subagency, and is not fixed, controlled, suggested, recommended or maintained by the board/association, the MLS or by any persons other than the Listing Broker.

MAINTENANCE: Owner agrees to maintain the property, including lawn, shrubbery, and grounds until the day of closing or possession, whichever occurs first. Owner also warrants that all heating, air conditioning, electrical, and plumbing systems as well as built-in or appurtenant equipment or appliances shall be in operative condition on the day of closing or possession, whichever occurs first. Unless otherwise agreed herein, Owner shall deliver the premises to the Buyer with no broken panes; no torn or missing door screens or window screens; and with no missing or broken hardware, lighting, or plumbing fixtures.

AGREEMENT TO SELL: When a Buyer is found for said property, the Owner shall enter into an written sales agreement which will contain the terms and conditions of sale, the customary provisions as to the examination of the title, the curing of any defects in title, the prorations of taxes, rents, and applicable property expenses.

LEAD-BASED PAINT: For dwellings built before 1978, and as required by applicable law, a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (the "Disclosure" must be signed by Owner and attached to this agreement. Owner represents that either (1) the improvements on the property were all constructed after December 31, 1977, or (2) the Disclosure has been fully completed and is attached to this agreement. Owner agrees to provide Broker with any such additional information or reports as may come to Owner's possession during the term of this agreement. Owner acknowledges that Broker has informed Owner of the Owner's obligations to provide a buyer of the property with the pamphlet "Protect your Family from Lead in Your Home," to provide information to a buyer of the property with copies of available records and reports with respect to the property and lead-based paint and lead-based paint hazards, all pursuant to 42USC4582(d), as amended.

MEDIATION CLAUSE: Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by Owner or Broker in connection with the services to which this Agreement pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

FAIR HOUSING: Owner and Broker agree that this property is offered without regard to race, color, religion, sex, handicap, familial status, or national origin and is listed in full compliance with local, state, and federal fair housing laws.

FACSIMILE: The parties agree that this Agreement may be communicated by use of a fax, or other secure electronic means, including but not limited to the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

OTHER TERMS AND CONDITIONS: Show anytime - Do not show to Listing's employees

[✓] OWNER, [ ] OWNER

THE UNDERSIGNED HEREBY WARRANT THAT THEY OWN THE PROPERTY AND/OR HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT. THIS IS A LEGALLY BINDING AGREEMENT. OWNER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties.

Owner: [signature] Date 5-12-03 Time _____ Email: _____

Witness: [signature] Date 5/12/03 Time _____

Owner: _____ Date _____ Time _____ Email: _____

Witness: _____ Date _____ Time _____

Owner's Mailing Address:

104 Cape Hatteras
Greenwood Ninety Six, SC 29646

Business Phone: 992-2922 Home Phone: _____

Real Estate Company: Greenwood Realty, Inc.

By: [signature] Date 5-12-03 Time _____

Real Estate Company's Mailing Address: 225 Bypass 72 NW Suite C
Greenwood, SC 29649

Phone: 388-0202

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

© 2003 South Carolina Association of REALTORS®. 1/03

COMMERCIAL PURCHASE AGREEMENT AND DEPOSIT RECEIPT

One Stop Marina, Inc. Scott Ward, hereinafter designated as "SELLER", has received from Corner Stop Stores, Jay Patel, hereinafter designated as "BUYER", the amount set forth below as DEPOSIT (Item 1-A) on account of the PURCHASE PRICE of ($ 600,000 Six Hundred Thousand 00) Dollars, for the real property known as:

Lot _____ Block _____ Section _____ Subdivision _____

Address 5201 Old Laurens Rd.

Tax Map # 135-07-01-001 City Greenwood Zip 29646

County of Greenwood, State of South Carolina.

1. FINANCING TERMS AND LOAN PROVISIONS.

A. $ 5,000 00 DEPOSIT evidenced by check [✓] or other [ ], payable to Gwd Realty, Inc. and held uncashed until acceptance and deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations to be held in trust by Gwd Realty, Inc., as Escrow Agent..

B. $ _____ ADDITIONAL CASH DEPOSIT in escrow [ ] within ___ days from acceptance [ ] upon receipt of loan commitment per Item 2; [ ] Other: _____.

C. $ _____ BALANCE OF CASH PAYMENT at closing.

FIRST LOAN

D. $ _____ Proceeds from New First Loan: [ ] FIXED RATE [ ] Other: _____ for a term of ___ years, with interest not to exceed ___ %, payable at approximately _____ p/mo., [ ] including taxes and insurance, [ ] not including taxes and insurance, with the balance due not less than ___ years, [ ] Other terms: _____. Loan fee not to exceed ___ % plus $ _____. Loan fee paid by _____.

E. $ _____ Existing First Loan [ ] ASSUMPTION OF THE MORTGAGE (WITH RELEASE OF LIABILITY), [ ] ASSIGNMENT OF THE PROPERTY SUBJECT TO THE MORTGAGE (WITHOUT RELEASE OF LIABILITY), [ ] SUBJECT TO existing first loan of record: [ ] fixed rate [ ] other: payable at $ _____ per month, with interest currently at ___ %, [ ] including taxes and insurance, [ ] not including taxes and insurance, with interest rate to be adjusted to: _____ %. Other terms: _____ Held by: _____ Assumption fee, if any, not to exceed _____. Charges related to assumption shall be paid by _____ Conditioned upon BUYER's approval of terms of said loan pursuant to Item 8, Existing Loans.

F. $ 500,000 00 SELLER FINANCING. First loan secured by the property, payable at $ 3969.9 per month, or more, including 6 % interest, with the entire balance due 3 years from date of conveyance. A late charge of $ 100 — shall be due on monthly payments tendered more than 10 days late. See Item 11, CREDIT APPROVAL.

JUNIOR LOANS

G. $ _____ PROCEEDS FROM NEW SECOND LOAN: [ ] Fixed Rate [ ] Other: Amortization ___ years, with interest not to exceed ___ %, payable at approximately $ _____ p/mo., with the balance due not less than ___ years. [ ] Other terms: _____. Loan fee not to exceed ___ %. Loan fee paid by _____.

[✓] BUYER [ ] BUYER AND [✓] SELLER [ ] SELLER HAVE READ THIS PAGE.

H. $ _____ EXISTING SECOND LOAN [—] ASSUMPTION OF THE MORTGAGE (WIT RELEASE OF LIABILITY), [—] ASSIGNMENT OF THE PROPERTY SUBJECT TO THE MORTGAGE (WITHOU RELEASE OF LIABILITY), [—] SUBJECT TO existing second loan of record: [—] FIXED RATE, [___] Othe _____ payable at $_____ per month, with interest currently a —%. Interest Rate to be adjusted to: _____ %. Other terms _____. Held by: _____. Assumption Fee if any, not to exceed ____ %. All charges related to assumption shall be paid by _____ Conditioned upon BUYER's approval of terms of said loan pursuant to Item 8, EXISTING LOANS.

I. $ 1st Mortgage for Purchaser - SELLER FINANCING. [__] Second, [__] Third Loan secured by the property, payable at $_____ per month, or more, including _____ % interest, with the entire balance due _____ years from date of conveyance. A late charge of $_____ shall be due on monthly payments tendered more than ____ days late. See Item 11, CREDIT APPROVAL.

J. $ 100,000 OTHER: Downpayment paid at Closing

K. $ 600,000 TOTAL PURCHASE PRICE (not including closing costs). Any net differences between the approximate balances of encumbrances shown above are to be assumed, assigned or taken subject to, and the actual balances at close of escrow shall be adjusted in [_____] Cash, [_____] Other: _____.

2. **LOAN PROCESSING AND APPLICATION.** Buyer's obligation is contingent upon Buyer obtaining said loan. Buyer shall apply for said loan from _____ (Lender) within _____ days from the execution of this contract. Should the Buyer fail to make loan application within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice, and retain the earnest money deposit. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action which is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating Broker(s) or Agent(s).

3. **BONDS AND ASSESSMENTS.** In the event there is a bond or assessment which has an outstanding principal balance and is a lien upon the property, such principal shall be [—] paid by SELLER, or [—] assumed by BUYER. In the event of assumption, said obligation(s) [—] shall, [—] shall not be deducted from the purchase price at closing. (This paragraph is not concerned with ongoing payments collected on the property tax bill assessments which are not liens upon this property).

4. **CLOSING.** On or before April 30, 2004, SELLER agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of encumbrances, except as herein stated. SELLER agrees to pay all statutory deed recording fees, formerly known as documentary stamp taxes. At closing, BUYER agrees to have cash, cashier's check or certified funds drawn on a local bank in the amount of the balance of the purchase price plus all costs payable to the closing attorney or escrow agent.

5. **EVIDENCE OF TITLE** in the form of:
- [X] A policy of title insurance
- [X] An abstract of title from an attorney
- [__] Other: _____
  Paid by: _____

6. **VESTED TITLE.** The deed shall be prepared in the name(s) of T. Scott Ward until paid in full in 36 months.

7. **SURVIVAL.** The omission from closing of any provision herein shall not waive the right of any party. All representations or warranties shall survive the conveyance of the property.

[X] BUYER [__] BUYER AND [X] SELLER [__] SELLER HAVE READ THIS PAGE.

8. **EXISTING LOANS.** SELLER shall, **within three (3) days of acceptance,** provide BUYER with all notes and mortgages to be assumed, assigned, or taken subject to, and **within five (5) days of receipt thereof,** BUYER shall in writing notify SELLER of BUYER's approval or disapproval of the terms of said documents which shall not be unreasonably withheld. **Within three (3) days of acceptance,** SELLER shall submit written request for a current statement of condition on the above loan or loans. SELLER warrants that all loans in the transaction will be current at closing.

9. **DUE ON SALE CLAUSE.** If the note or mortgage for any existing loan contains an acceleration or DUE ON SALE clause, the Lender may demand full payment of the entire loan balance as a result of this transaction. Both parties acknowledge that they are not relying on any representation by the other party or the Broker with respect to the enforceability of such a provision in existing notes or mortgages, mortgages to be executed in accordance with this Agreement. Both parties have been advised by the Broker to seek independent legal advice with respect to these matters.

10. **BALLOON PAYMENT.** Both parties acknowledge they have not received or relied upon any statements or representations made to them by Broker regarding availability of funds, or rate of interest at which funds might be available, when BUYER becomes obligated to refinance or pay off remaining balance of any loan pursuant to the terms of this Agreement.

11. **CREDIT APPROVAL.** In the event of SELLER financing, BUYER shall furnish SELLER **within three (3) days of acceptance,** a customary financial statement for the sole purpose of credit approval, such approval shall not be unreasonably withheld. BUYER authorizes SELLER to engage the services of a reputable credit reporting agency for this purpose at BUYER's expense, and SELLER shall notify BUYER **within ten (10) days of receipt** of financial statement, of approval or disapproval of BUYER's credit.

12. **DEFINITIONS.** BROKER includes cooperating brokers and all salespersons. DAYS means calendar days unless otherwise specified. DATE OF ACCEPTANCE means the date the SELLER accepts the offer or the BUYER accepts the counteroffer. DELIVERED means personally delivered or mailed by certified mail; in the event of mailing, delivery shall be deemed to have been made on the day following the date of mailing evidenced by the postmark on the envelope containing the delivered mail.

13. **TIME IS OF THE ESSENCE.** TIME IS OF THE ESSENCE FOR THIS AGREEMENT. All modifications and extensions shall be in writing and signed by all parties.

14. **CONDITIONS SATISFIED/WAIVED IN WRITING.** Each condition or contingency, approval and disapproval herein shall be satisfied according to its terms or waived in writing by the benefiting party **within the time limits specified** (or any extension thereof agreed to by the parties in writing), or this Agreement shall terminate and all deposits returned to BUYER to the date of cancellation of this transaction. This paragraph contemplates that each party shall diligently pursue the completion of this transaction.

15. **INSURANCE.** In the event of financing, BUYER shall obtain hazard insurance prepaid for one year in an amount satisfactory to the loan holders and covering one hundred percent replacement cost of improvements, and to name holders of the secured loans as additional loss payees. BUYER agrees further to annually increase said insurance if necessary, to equal the current replacement cost of the property during the term of the loan holder's mortgages. BUYER shall instruct the insurance carrier to deliver to SELLER before closing a certificate providing for 30 days written notice in the event of cancellation.

16. **DESTRUCTION OF IMPROVEMENTS.** If the improvements of the property are destroyed, materially damaged, or found to be materially defective prior to closing, BUYER shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement. In the event BUYER elects to terminate this Agreement, BUYER may terminate this transaction by written notice to SELLER'S Broker or Agent, and all deposits shall be returned to BUYER.

In the event BUYER does not elect to terminate the Agreement, BUYER shall be entitled to receive in addition to the property any insurance proceeds payable on account of the damage or destruction, the property and the insurance proceeds payable shall not exceed the value of the purchase price and in the event this happens, the Seller shall be entitled to the remainder of the insurance proceeds.

[ ]BUYER [ ]BUYER AND [ ]SELLER[ ] SELLER HAVE READ THIS PAGE.

17. **NOTICE OF VIOLATIONS.** By acceptance hereof, SELLER warrants that SELLER has no notice of violations relating to the property from city, county, or state agencies.

18. **INCOME AND EXPENSE STATEMENT.** SELLER shall deliver to BUYER for BUYER's approval a true and complete statement of rental income and expenses for BUYER's approval **within seven (7) days of acceptance.** BUYER's obligations are conditioned upon approval of said statement. BUYER shall be deemed to have approved said statement unless written notice to the contrary is delivered to SELLER or SELLER's agent **within seven (7) days of receipt** of said statement by BUYER, in which case BUYER may have deposit returned and both parties shall be relieved of all obligations hereunder.

19. **EXISTING LEASES.** Subject to existing leases and rights of parties in possession under month-to-month tenancies, **within seven (7) days of acceptance,** SELLER shall deliver to BUYER for BUYER's approval copies of all existing leases and rental agreements, as well as copies of all outstanding notices sent to tenants, and a written statement of all oral agreements with tenants, incurred defaults by SELLER or tenants, claims made by or to tenants, and a statement of all tenants' deposits held by SELLER, all of which SELLER warrants to be true and complete. BUYER's obligations are conditioned upon approval of existing leases. BUYER shall be deemed to have approved said documents unless written notice to the contrary is delivered to SELLER or SELLER's Agent **within seven (7) days of receipt** of said documents, in which case BUYER may have deposit returned and both parties shall be relieved of all obligations hereunder.

BUYER's obligations hereunder are conditioned upon receipt at closing of estoppel certificates executed by each tenant acknowledging that the lease or rental agreement is in effect, that no lessor default exists, and stating the amount of any prepaid rent or security deposit.

20. **SERVICE CONTRACTS.** SELLER shall furnish BUYER with copies of any service and/or equipment rental contracts with respect to the property, which run beyond closing.

21. **"FREE LOOK PERMIT".** BUYER shall have the right to inspect any and all personal property referred to in paragraph 27(N), PERSONAL PROPERTY, and the materials described in paragraphs 18 and 19 hereof. Within ten (10) days following the furnishing of such materials, BUYER, at BUYER's sole discretion, may by written notice to SELLER terminate all obligations of the parties hereunder and any deposit shall be returned. If such notice is not delivered within such time, BUYER shall be deemed to have approved the condition of the property and the materials submitted.

22. **CHANGES DURING TRANSACTION.** During the pendency of this transaction, SELLER agrees that no changes in the existing leases or rental agreements shall be made, nor new leases or rental agreements entered into, nor shall any substantial alterations or repairs be made or undertaken without the written consent of the BUYER.

23. **EXAMINATION OF TITLE.** In addition to any encumbrances referred to herein, BUYER shall take title to the property subject to: (1) real estate taxes not yet due, and (2) covenants, conditions, restrictions, rights of way, and easements of record, if any, which do not materially affect the value or intended use of the property.

Within three (3) days from acceptance, BUYER shall order a preliminary title report. **Ten (10) days from receipt** thereof are allowed to BUYER to examine the title to the property and to report in writing any valid objections thereto. All exceptions to the title contained in such report (other than monetary liens) shall be deemed approved unless written objection is delivered to SELLER **within said ten (10) days.** If BUYER objects to any exceptions to the title, SELLER shall use due diligence to remove such exceptions at SELLER's expense **before closing.** But if such exceptions cannot be removed **before closing,** all rights and obligations hereunder may, at the election of the BUYER, terminate and the deposit shall be returned to BUYER less expenses incurred by BUYER to date of termination, unless BUYER elects to purchase the property subject to such exceptions if SELLER concludes unwillingness or is unable to remove such objections. SELLER shall notify BUYER within **ten (10) days of receipt of said objections.** In that event, BUYER may terminate this Agreement and have all deposits returned less expenses incurred to date of termination.

24. **PHYSICAL POSSESSION.** Physical possession, with all keys and garage door openers, shall be delivered to ~~BUYER (check either item (1) or item (2)):~~ April 30th after new financing agreement

_____ 1. Upon recordation of the deed. executed at Bill Garrett Law firm and

_____ 2. After recordation, but not later than midnight of ___ down payment paid in full

[AK] BUYER [___] BUYER AND [DW] SELLER [___] SELLER HAVE READ THIS PAGE.

25. **ACCESS TO PROPERTY.** SELLER agrees to provide reasonable access to the property to BUYER and inspectors representing BUYER as provided in this Agreement and to representatives of lending institutions for appraisal purposes.

26. **ADJUSTMENTS.** Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax prorations pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. **BUYER TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS.** Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorations at closing shall be final.

27. **PROVISIONS.** The provisions initialed below by BUYER are included in this Agreement.

[___] A. Pest Control Inspection paid by [__] BUYER, [__] SELLER
[___] B. Existing Pest Control Report dated:_____.
By:_____.
[___] C. Subject to BUYER'S approval of Pest Control Report
[LJ] D. Waiver of Pest Control Inspection
[LJ] E. Inspections of Physical Condition of Property, to be approved or disapproved within 20 days of acceptance
[LJ] F. Roof Inspection Report to SELLER within 15 days of acceptance
[___] G. City and County Inspection Report ordered within _____ days of acceptance
[___] H. Contingency Release Clause
[___] I. Flood Hazard Zone Disclosure
[___] J. Special Studies Zone Disclosure
[___] K. Rent Control Ordinance
[___] L. Operating Permit
[___] M. Certificate of Occupancy
[___] N. Personal Property
[___] O. Smoke Detectors
[___] P. Tax Deferred Exchange

_____A. **PEST CONTROL INSPECTION.** The main building and all structures on the property are to be inspected by a licensed pest control operator. If such inspector recommends repair, and/or if the inspecting pest control operator recommends further inspection of inaccessible areas, the SELLER at SELLER's option may perform recommended repairs and/or may agree to the additional costs of such inspection and if there is damage, may perform the additional repairs prior to the closing. If the SELLER does not elect to correct the damage or perform the additional inspection, the BUYER's obligation under this Agreement will terminate. If additional inspections are done and no such infestation or infection is discovered, the additional costs of inspecting such inaccessible areas and the work required to return the property to its original condition shall be paid by BUYER.

Funds for work specified in said report, to be done at SELLER's expense, shall be held in escrow and disbursed by escrow holder upon receipt of notice of work completed by a licensed pest control operator selected by [____] SELLER [____] BUYER certifying that the property is free of evidence of active infestation or infection. As soon as the same are available, copies of the report, and any certification or other proof of completion of the work shall be delivered to the Agents of BUYER and SELLER who are authorized to receive the same on behalf of their principals.

_____B. **EXISTING PEST CONTROL REPORT ACCEPTED BY BUYER.** BUYER accepts existing pest control report on the property by the licensed structural pest control operator listed under Item 27-B, SELLER'S obligations shall be as set forth in 27-A above.

[✓] BUYER [___] BUYER AND [✓] SELLER [___] SELLER HAVE READ THIS PAGE.

_____C. **SUBJECT TO BUYER'S APPROVAL OF PEST CONTROL REPORT.** Property to be purchased in its present condition with no charge to SELLER for any pest control work. However, BUYER shall have the right to have the property inspected and to obtain a report from a licensed structural pest control operator. BUYER shall be deemed to have approved said report unless written notice to the contrary is delivered to SELLER or SELLER'S Agent **within 15 days of acceptance.** In the event BUYER does not approve the report, BUYER may have deposit returned and both parties shall be relieved of all obligations hereunder.

BUYER acknowledges that BUYER has not received or relied upon any representations by either the Broker or the SELLER, with respect to the condition of the property.

_____D. **WAIVERS OF PEST CONTROL INSPECTION.** BUYER has satisfied BUYER about the condition of the property and agrees to purchase said property in present condition without the benefit of a structural pest control inspection. BUYER acknowledges that BUYER has not received or relied upon any representations by either the Broker, SELLER or SELLER'S Agent, without respect to the condition of the property.

__✓__E. **INSPECTION OF PHYSICAL CONDITION OF PROPERTY.** BUYER shall have the privilege and responsibility, at BUYER's expense, to select licensed contractors or other qualified professionals to inspect the subject property (including land and improvements), including but not limited to matters structural, geological, plumbing, heating, air conditioning, electrical, built-in appliances, well, pool, septic tank, hazardous and toxic materials, and survey. BUYER shall, upon SELLER's written request, furnish SELLER at no cost, copies of all inspection reports obtained. BUYER shall approve or disapprove all inspection reports obtained in writing, **within [20] number of days.** If SELLER does not agree to correct any unacceptable conditions **within three (3) days from receipt of such notice,** BUYER may elect to terminate this Agreement. In the event of such termination, all deposits shall be returned less expenses incurred by BUYER to the date of cancellation.

__✓__F. **ROOF INSPECTION.** BUYER, at BUYER's expense, may order a roof report from a licensed general or roofing contractor. **Within [15] days,** copies of the report shall be delivered to the Agents of the BUYER and SELLER who are authorized to receive the same on behalf of their principals. **Within three (3) days following receipt** of the report, SELLER may (a) elect to pay the cost of all work recommended by the report; or (b) elect to pay none or only a portion of the cost of such work. Written notice of such election shall be delivered to BUYER or BUYER's Agent.

In the event SELLER does NOT agree to pay for all such work, BUYER may elect to pay the balance of the cost of such work or terminate all rights and obligations to the parties under this Agreement. Written notice of such election shall be delivered to SELLER or SELLER's Agent **within seven (7) days following receipt** of SELLER's notice. In the event of such termination, BUYER shall be entitled to a full refund of all deposits excluding the cost of the above roof inspection report. If no written election is made **within seven (7) days,** BUYER shall have the right to terminate this Agreement, and SELLER shall be responsible for the cost of that portion of the work which SELLER elected to pay. **In the event SELLER has elected to pay the cost of all such work,** SELLER shall have the right to have such work performed by a licensed general or roofing contractor of SELLER's choice.

__✓__G. **CITY AND COUNTY INSPECTION REPORT.** If local ordinance requires that the property be inspected or a report issued for compliance with local building and permit regulations, standards, and ordinances as a condition to sale or transfer, SELLER shall, within [10] days, notify the appropriate local agency to cause the property to be inspected, **or to issue the required report** at the earliest practicable date. If SELLER does not agree to pay for correction of any violations shown in the report, BUYER may pay the cost of the required corrections or terminate this Agreement. In the event of termination, all deposits shall be returned.

_____H. **CONTINGENCY RELEASE CLAUSE.** Subject to the sale and conveyance of BUYER's property known as:

Lot_____Block_____Section_____Subdivision_____

Address_____

Tax Map #_____City_____Zip_____

County of_____, State of South Carolina.

[✓] BUYER [___] BUYER AND [✓] SELLER [___] SELLER HAVE READ THIS PAGE.

SELLER shall have the right to continue to offer the herein property for sale and to accept written offers subject to the rights of BUYER. Should SELLER accept such an offer, then BUYER shall be given written notice of such acceptance. In the event BUYER will not waive this condition in writing within _____ hours of receipt of such notice, then this Agreement shall be terminated and all deposits be returned to BUYER. Said notice may be personally delivered or mailed by certified mail and addressed to _____. In the event of mailing, such notice shall be deemed to have been given on the date following the date of mailing evidenced by the postmark on the envelope containing such notice. In the event BUYER waives real property sale contingency, BUYER must first satisfy SELLER or SELLER'S Agent that any financing required under this Agreement will be granted without the sale of the aforementioned property.

_____I. **FLOOD HAZARD ZONE.** BUYER has been advised that the property is located in an area which the Secretary of HUD has found to have special flood hazards and that, pursuant to the National Flood Insurance Program, it will be necessary to purchase flood insurance in order to obtain any loan secured by the property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government. The purpose of the program is to provide flood insurance at reasonable cost. For further information, consult your lender or insurance carrier.

__✓__J. **SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL PROTECTION MATTERS.** All reports and certifications called for by the lending agencies and any governmental body, by the BUYER concerning any special study for the area, wetlands or for any environmental protection matter shall be at the expense of the [___] SELLER, [✓] BUYER. In the event such studies are wanted or required, the studies must be furnished by the proper parties **within** [20] days of complete execution of the agreement. The BUYER and SELLER must have access to all studies **within five (5) days of completion** thereof and upon notice by the BUYER to the SELLER **within five (5) days of receipt** of the studies that the BUYER is not satisfied with the result, the SELLER shall have the option of correcting the problem, if the SELLER elects not to correct the problem, the BUYER's obligations under this Agreement terminate.

_____K. **PERMITS AND ORDINANCES.** BUYER is aware that a local ordinance is in effect which regulates the rights and obligations of property owners. It may also affect the manner in which future rents can be adjusted.

__✓__L. **OPERATING PERMIT.** SELLER warrants that an operating permit for the property is in effect.

__✓__M. **CERTIFICATE OF OCCUPANCY.** SELLER warrants that a certificate of occupancy for the property is in effect.

__✓__N. **PERSONAL PROPERTY.** The purchase price [___] does, [✓] does not include all furniture and furnishings and any other personal property owned by SELLER and used in the operation of the property per attached inventory, receipt of which is hereby acknowledged. Undependent audit & inventory on or before April 30, 2004 and seller will be paid 72.5% of retail inventory. (72.5%) ✓ ✓
In the event the inventory is not a part of the purchase price, the items listed at the cost referred to in the attached inventory list shall be transferred by a Bill of Sale and paid for by BUYER to SELLER at closing for the real property.

_____O. **SMOKE DETECTORS.** In accordance with local ordinance and/or state statute, smoke detectors shall be installed at the expense of [___] BUYER, [___] SELLER. If required, said smoke detectors shall be inspected by the appropriate city, county, or state agency prior to closing and a compliance report obtained.

_____P. **TAX DEFERRED EXCHANGE.** In the event the SELLER wishes to enter into a tax deferred exchange for the real property described herein, or if BUYER wishes to enter into a tax deferred exchange with respect to property owned by him in connection with this transaction, each of the parties agrees to cooperate with the other party in connection with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided that: (a) the other party shall not be obligated to delay the closing, (b) all additional costs in connection with the exchange should be borne by the party whose property is exchanged, and (c) the other party shall not be obligated to execute any note, contract, or other document providing for any personal liability which would survive the exchange. The other party shall be indemnified and held harmless against any liability which arises or is claimed to have arisen on account of their acquisition of ownership of the exchange property.

[✓] BUYER [___] BUYER AND [✓] SELLER [___] SELLER HAVE READ THIS PAGE.

28. **ADDENDA.** The following addenda, signed and dated by both parties, are attached and made a part of this agreement:_____

29. **FIXTURES.** All items permanently attached to the property, including but not limited to attached floor coverings, draperies with hardware, shades, blinds, window and door screens, storm sash, combination doors, awnings, light fixtures, television antennas, electric garage door openers with controls, outdoor plants and trees, are included in the purchase price, free of liens, **EXCLUDING** Pot of gold Machine, Phone Card Machine, Kerosene self Contained Unit and pump.

30. **MAINTENANCE.** SELLER covenants that the heating, air-conditioning (if any), electrical, sewer, septic system, drainage, sprinkler (if any), and plumbing systems including water heaters, as well as built-in appliances and other mechanical apparatus shall be in normal working order on the date possession is delivered. SELLER shall replace any cracked or broken glass including windows, mirrors, shower and tub enclosures. Until occupancy is delivered, SELLER shall maintain landscaping, grounds and pool (if any). The following items are specifically excluded from the above:_____

31. **DISCLOSURE.** The following disclosures are attached hereto:
__ Hazardous Materials
__ Other_____.

32. **DEFAULT.** If the BUYER shall default under this Agreement, the SELLER shall have the option of suing for damages or specific performance, including but not limited to, reasonable attorney's fees or rescinding this Agreement. In the event the Agreement is rescinded, one-half of the earnest money shall then be paid to the Broker(s), not to exceed the commission due such Broker(s), and the remaining balance of earnest money shall be paid to the SELLER.

Upon default by the SELLER, the BUYER shall have the option of suing for damages or specific performance, or rescinding this Agreement. Upon default by the SELLER, if the BUYER elects to rescind this Agreement, BUYER will be refunded all sums paid hereunder and in addition, shall be reimbursed by the SELLER for actual costs incurred, including but not limited to credit report, appraisal fee, survey, cost of title examination.

33. **ATTORNEY FEES.** In any action or proceeding involving a dispute between BUYER, SELLER and/or Broker, arising out of the execution of the agreement or the sale, or to collect commissions, the prevailing party shall be entitled to receive from the other party a reasonable attorney fee to be determined by a court of competent jurisdiction.

34. **EXPIRATION OF OFFER.** This offer shall expire unless acceptance is delivered to BUYER or to Renee Sinchor Agent on or before 10 AM/PM, 3/27, 2004.

35. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

36. **ENTIRE AGREEMENT.** This document contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property which are not expressly set forth herein. This Agreement may be modified only in writing signed and dated by both parties. **Both parties acknowledge that they have not relied on any statements of the real estate Agent or Broker which are not herein expressed.**

37. **MEDIATION CLAUSE.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

[ ]BUYER [ ]BUYER AND [ ]SELLER[ ]SELLER HAVE READ THIS PAGE.

The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; or (d) any matter which is within the jurisdiction of a probate court. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

38. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (IRS SECTION 1445).** The Foreign Investment and Real Property Tax Act requires a BUYER purchasing real property from a foreign person to withhold tax from the sale proceeds unless an exemption applies. SELLER agrees to provide Broker with a certification establishing that no federal income tax is required, unless it is established that the transaction is exempt and the BUYER intends to use the property as personal residence due to existing laws at time of closing.

39. **S.C. CODE SECTION 12-8-580.** SELLER covenants and agrees to comply with South Carolina Code Section 12-8-580 (as amended from time to time), regarding withholding requirements of SELLERS who are not residents of South Carolina as deferred in this given statute.

40. ADDITIONAL TERMS AND CONDITIONS. Garrett Law Firm to prepare Owner finance Agreement and record at Local Courthouse or lease with option agreement (whichever document Carolina 1st Mortgage Abolder will approve for this transaction) to close on April 30, 2 and 1st Mortgage to remain in good standing. Lease with Option document to convey Lee rights to premise/property for a period of 36 months at $100,000 down and monthly payments of $3967.11 Taxes and insurance will be paid by Convenience Stores Inc/Ajay Patel. After 36 months the purchase price will be $431,761.98* (* If all payments are current and there are no outstanding taxes & insurance issues). Amortization Schedule Attached as "Exhibit A"

Seller will retain use of the 900SqFt office space for 30 days after Closing, rent free.

41. FACSIMILE: The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

[✓] BUYER [ ] BUYER AND [✓] SELLER [ ] SELLER HAVE READ THIS PAGE.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD.

RECEIPT AND ACKNOWLEDGMENT OF BUYER

THE UNDERSIGNED BUYER ACKNOWLEDGES THAT BUYER HAS THOROUGHLY READ AND APPROVED EACH OF THE PROVISIONS CONTAINED HEREIN AND AGREES TO PURCHASE THE HEREIN DESCRIBED PROPERTY FOR THE PRICE AND ON THE TERMS AND CONDITIONS SPECIFIED. BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

THE UNDERSIGNED BUYER FURTHER UNDERSTANDS THAT UNLESS STATED OTHERWISE HEREIN, THE PROPERTY IS BEING SOLD IN ITS PRESENT CONDITION ONLY, WITHOUT WARRANTIES OR GUARANTEES OF ANY KIND BY SELLER OR ANY OTHER BROKER OR AGENT. BUYER STATES THAT NO REPRESENTATIONS CONCERNING THE CONDITION OF THE PROPERTY ARE BEING RELIED UPON BY BUYER EXCEPT AS STATED HEREIN. BUYER ACKNOWLEDGES THAT NEITHER ANY BROKER NOR AGENT INVOLVED IN THIS TRANSACTION IS AN EXPERT AT DETECTING OR REPAIRING PHYSICAL DEFECTS IN THE PROPERTY.

Buyer: _____ Date 3/25/04 Time 6:30 pm

Witness: Renee Simcha Date 3/26/04 Time 6:30pm

Buyer: _____ Date _____ Time _____

Witness: _____ Date _____ Time _____

Buyer's Representative: (Company) Greenwood Realty

by: (Real Estate Agent) _____

RECEIPT AND ACKNOWLEDGMENT OF SELLER

THE UNDERSIGNED SELLER ACKNOWLEDGES THAT SELLER HAS THOROUGHLY READ THE PROVISIONS OF THIS AGREEMENT AND AGREES TO SELL THE HEREIN DESCRIBED PROPERTY FOR THE PRICE AND ON THE TERMS AND CONDITIONS SPECIFIED. SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Seller: _____ Date 3-27-04 Time 2:20 pm

Witness: Renee Simcha Date 3-27-04 Time 2:20 pm

Seller: _____ Date _____ Time _____

Witness: _____ Date _____ Time _____

Seller's Representative: (Company) Greenwood Realty, Inc.

by: (Real Estate Agent) Renee Simcha

RECEIPT OF DEPOSIT ACKNOWLEDGED:

(Real Estate Agent) Renee Simcha Grd Realty Date: 3/25/04

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

© 2000 South Carolina Association of REALTORS®. 01/00

Exhibit "A" pg 1

Amortization Schedule

Length of Loan in Months: 180
Interest Rate: 5.058%
Principal & Interest Payment: $3,969.00
Beginning Escrow Payment: $0.00
Total Principal Paid: $500,000.00
Total Interest Paid: $70,676.88
Total Payments: $570,676.88

Payment	Date	Principal	Interest	Balance
1	5/2004	$1,861.65	$2,107.35	$498,138.35
2	6/2004	$1,869.49	$2,099.50	$496,268.86
3	7/2004	$1,877.37	$2,091.62	$494,391.49
4	8/2004	$1,885.29	$2,083.71	$492,506.20
5	9/2004	$1,893.23	$2,075.77	$490,612.97
6	10/2004	$1,901.21	$2,067.79	$488,711.76
7	11/2004	$1,909.22	$2,059.77	$486,802.53
8	12/2004	$1,917.27	$2,051.73	$484,885.26
Total	2004	$15,114.74	$16,637.24	
9	1/2005	$1,925.35	$2,043.65	$482,959.91
10	2/2005	$1,933.47	$2,035.53	$481,026.45
11	3/2005	$1,941.62	$2,027.38	$479,084.83
12	4/2005	$1,949.80	$2,019.20	$477,135.03
13	5/2005	$1,958.02	$2,010.98	$475,177.02
14	6/2005	$1,966.27	$2,002.73	$473,210.75
15	7/2005	$1,974.56	$1,994.44	$471,236.19
16	8/2005	$1,982.88	$1,986.12	$469,253.31
17	9/2005	$1,991.24	$1,977.76	$467,262.08
18	10/2005	$1,999.63	$1,969.37	$465,262.45
19	11/2005	$2,008.06	$1,960.94	$463,254.39
20	12/2005	$2,016.52	$1,952.48	$461,237.87
Total	2005	$23,647.39	$23,980.58	
21	1/2006	$2,025.02	$1,943.98	$459,212.86
22	2/2006	$2,033.55	$1,935.44	$457,179.30
23	3/2006	$2,042.12	$1,926.87	$455,137.18
24	4/2006	$2,050.73	$1,918.27	$453,086.45
25	5/2006	$2,059.37	$1,909.62	$451,027.07
26	6/2006	$2,068.05	$1,900.94	$448,959.02
27	7/2006	$2,076.77	$1,892.23	$446,882.25
28	8/2006	$2,085.52	$1,883.47	$444,796.73
29	9/2006	$2,094.31	$1,874.68	$442,702.42
30	10/2006	$2,103.14	$1,865.86	$440,599.28
31	11/2006	$2,112.00	$1,856.99	$438,487.27
32	12/2006	$2,120.91	$1,848.09	$436,366.37
Total	2006	$24,871.51	$22,756.46	

Figures may vary slightly due to rounding.

Exhibit "H" pg 2

Amortization Schedule

Length of Loan in Months: 180
Interest Rate: 5.058%
Principal & Interest Payment: $3,969.00
Beginning Escrow Payment: $0.00
Total Principal Paid: $500,000.00
Total Interest Paid: $70,676.88
Total Payments: $570,676.88

Payment	Date	Principal	Interest	Balance
33	1/2007	$2,129.84	$1,839.15	$434,236.52
34	2/2007	$2,138.82	$1,830.18	$432,097.70
35	3/2007	$2,147.84	$1,821.16	$429,949.87
36	4/2007	$2,156.89	$1,812.11	$0.00
Total	2007	$436,366.37	$7,302.60	

Figures may vary slightly due to rounding.

$431,761.98 = Balance on 4/2007 36th Month

#4

CLOSING STATEMENT

LEASE WITH OPTION AND BILL OF SALE

T. SCOTT WARD, LESSOR
ONE STOP MARINA, INC., OWNER OF INVENTORY
MANI INVESTMENTS, LLC, LESSEE/BUYER

PAYMENT FOR OPTION	$100,000.00
INVENTORY	56,869.94
CASH IN DRAWER	3,000.00
TOTAL DUE T. SCOTT WARD AND ONE STOP MARINA, INC. FROM MANI INVESTMENTS, LLC	$159,869.94
LESS: ERNEST MONEY HELD BY GREENWOOD REALTY	- 5,000.00
TOTAL DUE AT CLOSING	$154,869.94
AS TO SCOTT WARD LESS:	
THE GARRETT LAW FIRM, (LEASE, OPTION, ETC.)	- 750.00
THE GARRETT LAW FIRM (OTHER CASES TO DATE)	- 11,125.00
GREENWOOD REALTY COMPANY - COMMISSION	- 50,000.00
DUE TO T. SCOTT WARD AND ONE STOP MARINA AT CLOSING	$ 92,994.94

ANJAY PATEL

T. SCOTT WARD

May 17, 2004

#3

STATE OF SOUTH CAROLINA)
) OPTION TO PURCHASE REAL PROPERTY
COUNTY OF GREENWOOD)

THIS OPTION TO PURCHASE REAL PROPERTY is made this 17th day of May, 2004, between T. SCOTT WARD (the "Optionor") and MANI INVESTMENTS, LLC, a South Carolina limited liability company (the"Optionee").

In consideration of the mutual covenants and obligations set out herein, the parties agree:

SECTION ONE
GRANT OF OPTION

In consideration of $100,000 and of other good and valuable consideration paid by the Optionee, which is non-refundable, the receipt of which is hereby acknowledged by the Optionor, the Optionor hereby grants to the Optionee the option (the "Option") to purchase the following real property:

TRACT 1:

All that piece, parcel or lot land, with the improvements thereon, lying and being situate in the County of Greenwood, State of South Carolina, containing 0.76 acres, more or less, and being shown on plat of survey prepared for Grover Kneece by Freeland-Clinkscales & Rykard, Inc. recorded in Plat Book 91 at Page 83 OCC for Greenwood County. For a more complete and accurate description of metes and bounds, reference is specifically made to the aforementioned plat.

This is the identical property conveyed by deed of Grover P. Kneece and Betty D. Kneece to T. Scott Ward dated August 10, 1998, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 533 at Page 198.

Property Address: 5201 Old Laurens Road, Greenwood, S.C. 29646

Tax Map Number: 6960-477-154

TRACT 2:

All and singular those certain pieces, parcels or lots of land, with improvements thereon, situate, lying and being in th County of Greenwood, State of South Carolina, being shown and depicted on plat of Newby-Proctor & Associates, from a survey dated March 15, 1997, a copy of which is recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 103, at Page 121. Said lots make up Lot B as shown on said plat and consist of a portion of Parcel 4, all of Lots 3, 2, 1, and 8 and the old abandoned highway right of way. Lot B contains .57 acres and is bound on the North by Lake Drive; on the East by Old Laurens Highway (S.C. 24-39); on the South by the

remainder of Parcel 4 and a portion of the old abandoned highway right of way being lands of Cobb; and on the West by Shoreline Drive.

This is the identical property conveyed by deed of James T. Milford to T. Scott Ward dated March 23, 2001, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 664 at Page 208.

Property Address: 5119 Old Laurens Road, Greenwood, S.C. 29646

Tax Map Number: 6960-478-135

SECTION TWO
TERM OF OPTION

This Option shall be effective beginning June 17, 2004, and shall end May 17, 2007. However, the Optionee shall not be entitled to exercise the Option under any circumstances while the Optionee is in breach or default for any reason under the Lease Agreement entered into by T. Scott Ward (the Lessor) and Jay Patel d/b/a Corner Stop Stores (the Lessee) dated May 17, 2004.

SECTION THREE
EXERCISE OF OPTION; FAILURE TO EXERCISE OPTION

The Option may be exercised by the Optionee at any time during its term by written notice from the Optionee to the Optionor that the Optionee desires to exercise the Option. Such written notice shall specify the medium of payment of the Option price and the suggested date for closing the purchase transaction, which shall occur not sooner than 30 days and not later than 90 days subsequent to the date of written notice from the Optionee.

If the Optionee does not exercise the Option within the allotted time period, the Optionee can still exercise any rights it may have under any Lease Agreement then in effect between the Optionee/Lessee and the Optionor/Lessor, so long as the Optionee/Lessee is not in default of the terms of the Lease Agreement after being given opportunity to cure as provided in the Lease Agreement. The Optionee's failure to exercise the Option shall not affect the Optionee's rights under a Bill of Sale from One Stop Marina, Inc., dated May 17, 2004.

SECTION FOUR
OPTION PRICE

The Option price shall be $500,000, which shall accrue interest at the rate of 5.08 percent per annum. Such price shall be payable in full at the option of the Optionor in cash or certified funds. The Optionee shall pay or deliver 100 percent of the Option price on the day of closing against delivery to the Optionee of such appropriate bills of sale, assignments, or other documents as shall in the opinion of the Optionee transfer to the Optionee fee simple absolute marketable title in the

above-referenced real estate, free and clear of liens and encumbrances objectionable to the Optionee.

However, if the Optionee fully complies with the Lease Agreement executed simultaneously with this Option to Purchase Real Property, the Optionee's Option price shall be $427,300.87 if the Optionee exercises the Option on May 17, 2007, and $ 431767.29 if the Optionee exercises the Option on May 17, 2007. If the Optionee desires to exercise the Option sooner than May 17, 2007, the Optionee may do so provided the Optionee pays the full amount due as of the date of closing plus interest in accordance with the amortization schedule attached as EXHIBIT A, the terms of which are incorporated herein. The amortization schedule shall credit the Optionee with payments made by the Lessee pursuant to the parties' Lease Agreement executed simultaneously with this Option to Purchase Real Property.

SECTION FIVE
NOTICES

Notices required to be given pursuant to this Option to Purchase Real Property shall be given in writing by certified mail, return receipt requested, at these addresses:

Optionor: 104 Cape Hatteras Court, Ninety Six, S.C. 29666

Optionee: 5201-A Old Laurens Road, Greenwood, S.C. 29649

Notices are deemed validly given when mailed. If the Optionor or the Optionee shall change mailing addresses, the moving party shall notify in writing the other party of the moving party's new address.

SECTION SIX
MODIFICATION

No modification or amendment of this Option to Purchase Real Property shall be effective unless such modification or amendment shall be in writing and signed by all parties.

SECTION SEVEN
BINDING EFFECT

This Option to Purchase Real Property shall be binding on and shall inure to the benefit of the parties and their heirs, successors, and assigns. Nothing in this Option to Purchase Real Property, expressed or implied, is intended to or shall confer upon any person or business entity other than the Optionor and the Optionee, and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns, any rights, remedies, obligations, or liabilities.

SECTION EIGHT
ENTIRE AGREEMENT

This Option to Purchase Real Property – along with the Lease Agreement and Bill of Sale which the parties are entering into simultaneously with this Option to Purchase Real Property, the terms of which shall be incorporated into this Option to Purchase Real Property – express the entire understanding of the Optionor and the Optionee with regard to the Option, and there are no other written or oral agreements, warranties, covenants, or promises governing this Option to Purchase Real Property between the Optionor and the Optionee except as set forth or referenced herein.

SECTION NINE
GOVERNING LAW; CHOICE OF VENUE

This Option to Purchase Real Property shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina, and all obligations of the Optionor and the Optionee created hereunder shall be performed in the State of South Carolina. Any legal or equitable claim based upon this Option to Purchase Real Property shall be filed and heard in the courts in Greenwood County, South Carolina. At the Optionor's sole discretion, any legal or equitable claim based upon this Option to Purchase Real Property may be heard and determined by an arbitrator, mediator, master in equity, or special referee in Greenwood County, South Carolina.

SECTION TEN
SEVERABILITY

If any provision of this Option to Purchase Real Property shall, to any extent, be held invalid, illegal, or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining part of such provision, and the validity, legality, and enforceability of the other provisions hereof, shall not be affected thereby, and each term, covenant, or condition shall be valid and enforced to the fullest extent permitted by law. If any such invalidity shall be caused by the length of any period of time, the size of any area, or the scope of activities set forth in any provision hereof, such period of time, such area, or such scope, or all, shall be considered to be reduced to a period, area, or scope which would cure such invalidity. Any provision of this Option to Purchase Real Property which is held invalid, illegal, or unenforceable in any jurisdiction shall not be deemed invalid, illegal, or unenforceable in any other jurisdiction.

SECTION ELEVEN
TIME OF THE ESSENCE; WAIVER

Time is of the essence of this Option to Purchase Real Property. However, no waiver of any breach of any covenant, agreement, or undertaking contained herein shall operate as a waiver of any subsequent breach of the same covenant, agreement, or undertaking or as a waiver of any breach of any other covenant, agreement, or undertaking. In the case of a breach by the Optionor or the Optionee of any covenant, agreement, or undertaking, the nonbreaching party may nevertheless

accept from the other any payment or performance without waiving its right to exercise any right or remedy provided herein or otherwise, with respect to any such breach which was in existence at the time such payment or performance was accepted by it. No failure of the Optionor or the Optionee to exercise any power given herein or to insist upon strict compliance with any covenant, agreement, or undertaking contained herein, or to object to any custom or practice which varies from the terms hereof, shall constitute a waiver of such party's right to demand exact compliance with the terms of this Option to Purchase Agreement. The waiver by the Optionor or the Optionee of a breach of any covenant, agreement, or undertaking contained herein shall be made only by a written waiver in each case, and no such waiver shall operate or be construed as a waiver of any prior or subsequent breach.

SECTION TWELVE
ATTORNEY FEES AND COSTS

If either the Optionor or the Optionee brings any suit or claim to enforce any of the terms of this Option to Purchase Real Property, or has to defend any suit or claim arising out of, in the course of, or related to the terms of this Option to Purchase Real Property, the prevailing party in such suit or claim shall be entitled to reasonable attorney fees and costs of litigation.

SECTION THIRTEEN
COUNTERPARTS

This Option to Purchase Real Property may be executed in more than one counterpart, each such counterpart shall be deemed an original, and all such counterparts shall constitute one and the same agreement. This Option to Purchase Real Property shall be effective when executed by the Optionor and the Optionee, but the Optionor and the Optionee need not execute the original or the same counterpart.

SECTION FOURTEEN
CAPTIONS

The headings, titles, and captions of the Sections of this Option to Purchase Real Property are inserted only to facilitate reference. They shall not define, limit, extend, or describe the scope or intent of this Option to Purchase Real Property or any provision hereof, and they shall not constitute a part hereof or affect the meaning or interpretation of this Option to Purchase Real Property or any part hereof.

SECTION FIFTEEN
REMEDIES CUMULATIVE

Except as otherwise expressly provided herein, all rights, powers, and privileges conferred hereunder upon the Optionor or the Optionee shall be cumulative and not restrictive of those given by law. No remedy herein conferred is exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given by agreement

or now or hereafter existing at law or in equity or by statute.

SECTION SIXTEEN
BINDING EFFECT

This Option to Purchase Real Property shall be binding upon, shall inure to the benefit of, and shall be enforceable by and against the Optionor and the Optionee and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns. Nothing in this Option to Purchase Real Property, expressed or implied, is intended to or shall confer upon any person or business entity other than the Optionor and the Optionee, and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns, any rights, remedies, obligations, or liabilities.

SECTION SEVENTEEN
FURTHER ASSURANCES

The Optionor and the Optionee will execute, deliver, acknowledge, or supply such further documents, instruments, and assurances as shall be reasonably necessary or appropriate to carry out the full intent and purposes of this Option to Purchase Real Property.

IN WITNESS WHEREOF, the Optionor and the Optionee have executed this Option to Purchase Real Property in Greenwood, South Carolina, as of the date first above written.

WITNESSES: (AS TO OPTIONOR)

T. SCOTT WARD

WITNESSES: (AS TO OPTIONEE)

MANI INVESTMENTS, LLC

By: Anjay R. Patel, member

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENWOOD)

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn, says that (s)he saw the within-named parties sign, seal, and as their act and deed deliver the within-written document and that (s)he with the other witness above witnessed the execution thereof.

Witness

SWORN to before me this 17
day of May, 2004.

Notary Public for South Carolina
My Commission Expires: 4-30-08

EXHIBIT A

Pmt	Date	Principal	Interest	Bal
Bal	5/17/04	Opening Bal		500,00

Projected Payments

	6/1/04	Rate - 5.0580%	New Pmt -	3,96
1	6/17/04	1,861.50	2,107.50	498,13
2	7/17/04	1,869.35	2,099.65	496,26
3	8/17/04	1,877.23	2,091.77	494,39
4	9/17/04	1,885.14	2,083.86	492,50
5	10/17/04	1,893.08	2,075.92	490,61
6	11/17/04	1,901.06	2,067.94	488,71
7	12/17/04	1,909.08	2,059.92	486,80
8	1/17/05	1,917.12	2,051.88	484,88
9	2/17/05	1,925.20	2,043.80	482,96
10	3/17/05	1,933.32	2,035.68	481,027
11	4/17/05	1,941.47	2,027.53	479,086
12	5/17/05	1,949.65	2,019.35	477,136
13	6/17/05	1,957.87	2,011.13	475,178
14	7/17/05	1,966.12	2,002.88	473,212
15	8/17/05	1,974.41	1,994.59	471,238
16	9/17/05	1,982.73	1,986.27	469,255
17	10/17/05	1,991.09	1,977.91	467,264
18	11/17/05	1,999.48	1,969.52	465,265
19	12/17/05	2,007.91	1,961.09	463,257.
20	1/17/06	2,016.37	1,952.63	461,240.
21	2/17/06	2,024.87	1,944.13	459,215.
22	3/17/06	2,033.40	1,935.60	457,182.
23	4/17/06	2,041.98	1,927.02	455,140.
24	5/17/06	2,050.58	1,918.42	453,089.
25	6/17/06	2,059.23	1,909.77	451,030.
26	7/17/06	2,067.91	1,901.09	448,962.
27	8/17/06	2,076.62	1,892.38	446,886.
28	9/17/06	2,085.37	1,883.63	444,800.
29	10/17/06	2,094.16	1,874.84	442,706.
30	11/17/06	2,102.99	1,866.01	440,603.
31	12/17/06	2,111.86	1,857.14	438,491.
32	1/17/07	2,120.76	1,848.24	436,371.
33	2/17/07	2,129.70	1,839.30	434,241.
34	3/17/07	2,138.67	1,830.33	432,102.
35	4/17/07	2,147.69	1,821.31	429,955.
36	5/17/07	429,955.03	1,812.26	0.

Opening Date:	5/17/04
Loan Amount:	500,000.00
Payment Amount:	3,969.00
Current Interest Rate:	5.0580%
Original Length:	3 Years
Payment Frequency:	Monthly
Compounding Period:	Monthly
Balloon Amount:	431,767.29
Payee:	T. Scott Ward
Current Balance:	500,000.00
Remaining Pmts:	36
Final Pmt Date:	5/17/07

STATE OF SOUTH CAROLINA COUNTY OF GREENWOOD ANJAY PATEL, MANI INVESTMENTS, LLC d/b/a CORNERSTOP STORES, and MANI ONE, INC. Plaintiff, v. THE GARRETT LAW FIRM, PC, CARSON M. HENDERSON, BILLY J. GARRETT, JR., Defendant.	)	IN THE COURT OF COMMON PLEAS **AFFIDAVIT FOR ANJAY PATEL** CASE NO: **2009 – CP – 24 – 01181**

CERTIFICATE OF SERVICE

I, the undersigned attorney for the Plaintiff(s), do hereby certify that I have served all counsel in this action the Affidavit for Anjay Patel herein below specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Counsel Served:
R. Davis Howser, Esq.
Howser, Newman, and Besley LLC
PO Box 12009
Columbia, SC 29211

A Business Law Firm, LLC

P. O. Box 3421
Spartanburg, SC 29304
(864) 439 - 8401

October 7, 2010

STATE OF SOUTH CAROLINA COUNTY OF GREENWOOD ANJAY PATEL, MANI INVESTMENTS, LLC d/b/a CORNERSTOP STORES, and MANI ONE, INC. Plaintiff. v THE GARRETT LAW FIRM, PC, CARSON M HENDERSON, BILLY J. GARRETT, JR., T. SCOTT WARD, ONE STOP MARINA, INC., GREENWOOD REALTY, INC., RENE SIMCHON Defendant.	IN THE COURT OF COMMON PLEAS CERTIFICATE OF SERVICE CASE NO: 2009 – CP – 24 – 01181

AFFIDAVIT OF ANJAY PATEL

PERSONALLY appeared before me, the undersigned Notary Public, ANJAY PATEL (Affiant), who, after being first duly sworn, deposes and says:

1. That he is over 18 years of age, has personal knowledge of the facts herein set forth, and is duly authorized to make this Affidavit and is competent to testify to the matters herein contained.

2. That until approximately January of 2007, he was a member of MANI Investment, LLC, a corporation duly organized and existing under and by virtue of the laws of the State of South Carolina.

3. That on or about March 25, 2004, MANI Investments, LLC, doing business as Corner Stop Stores, and Defendant T. Scott Ward entered into a "Commercial Purchase Agreement and Deposit Receipt" regarding the subject property.

4. That in regards to the aforementioned contract, he signed on behalf of MANI Investments, LLC doing business as Corner Stop Stores while he was still a member of MANI

Investments. LLC.

5. That he asked the Real Estate Agent. Renee Simchon. to recommend attorneys for closing and she referred him to the Garrett Law Firm

6. That the Garrett Law Firm was referenced as the Attorneys. in the Contract for Purchase. as herein incorporated as Exhibit "A"

7. That when asked if he wanted someone to review the documents he stated he would have his attorneys review the documents. he meant the Garrett Law Firm

8. That he understood at the time that the Garrett Law Firm consisted of Carson Henderson and Billy Garrett.

9. That at all times during this transaction. he was under the impression that he was represented by the Garrett Law firm.

10. That at no time during this transaction did the Garret Law Firm deny they represented him.

11. That he relied on the Garrett Law Firm to prepare the documents according to the contract and to protect his rights as they related to the $100.000.00 downpayment.

Affiant

SWORN to before me this 6th day of October. 2010.

(SEAL)

Notary Public for: SC
My Commission Expires: 6/2019

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS

COUNTY OF GREENWOOD CASE NO. 2009-CP-24-01181

ANJAY PATEL, MANI INVESTMENTS, LLC, D/B/A CORNERSTOP STORES AND MANI ONE, INC.,	
PLAINTIFFS,	
VERSUS	
THE GARRETT LAW FIRM, PC, CARSON M. HENDERSON, BILLY J. GARRETT, JR., T. SCOTT WARD, ONE STOP MARINA, INC., GREENWOOD REALTY, INC., RENEE SIMCHON,	
DEFENDANTS.	

COPY

DEPOSITION OF ANJAY R. PATEL

PURSUANT TO NOTICE AND/OR AGREEMENT, THE DEPOSITION OF **ANJAY R. PATEL** WAS CALLED BY THE DEFENDANTS ON THE 20TH DAY OF AUGUST, 2010, COMMENCING AT THE HOUR OF 10:16 A.M., AT A BUSINESS LAW FIRM, 1451 EAST MAIN STREET, SPARTANBURG, SOUTH CAROLINA, ATTENDED BY COUNSEL AS FOLLOWS:

DIXY MOORE TURNER, CVR-ACR
CERTIFIED VERBATIM REPORTER

DIXY MOORE TURNER ASSOC., INC.
836 SHORESBROOK DRIVE
SPARTANBURG, S.C. 29301-6515
864-574-1313

APPEARANCES

JOHN C. STRICKLAND, ESQUIRE,
A BUSINESS LAW FIRM, LLC
POST OFFICE BOX 3421
1451 EAST MAIN STREET
SPARTANBURG, SOUTH CAROLINA 29304

ATTORNEY FOR THE PLAINTIFFS,

R. DAVIS HOWSER, ESQUIRE, OF THE FIRM
HOWSER, NEWMAN AND BESLEY, LLC
1508 WASHINGTON STREET
COLUMBIA, SOUTH CAROLINA 29201

ATTORNEY FOR THE DEFENDANTS.

ALSO ATTENDING: CARSON M. HENDERSON
PURVIN PATEL

I N D E X

PAGE

WAIVER AND STIPULATIONS 5

EXAMINATION BY MR. HOWSER 5

EXAMINATION BY MR. STRICKLAND 83

RE-EXAMINATION BY MR. HOWSER 87

CERTIFICATE OF NOTARY PUBLIC 91

EXHIBITS:

DEFENDANT'S EXHIBIT NUMBER ONE, COMMERCIAL PURCHASE AGREEMENT AND DEPOSIT RECEIPT, MARKED, ATTACHED 36

DEFENDANT'S EXHIBIT NUMBER TWO, LEASE AGREEMENT, MARKED, ATTACHED 42

DEFENDANT'S EXHIBIT NUMBER THREE, OPTION TO PURCHASE REAL PROPERTY, ATTACHED 45

DEFENDANT'S EXHIBIT NUMBER FOUR, CLOSING STATEMENT, MARKED, ATTACHED 48

DEFENDANT'S EXHIBIT NUMBER FIVE, LEASE AGREEMENT, MARKED, ATTACHED 60

DEFENDANT'S EXHIBIT NUMBER SIX, LEASE AGREEMENT, MARKED, ATTACHED 62

DEFENDANT'S EXHIBIT NUMBER SEVEN, LETTER, MARKED, ATTACHED 65

DEFENDANT'S EXHIBIT NUMBER EIGHT, LETTER, MARKED, ATTACHED 66

DEFENDANT'S EXHIBIT NUMBER NINE, COURT ORDER, MARKED, ATTACHED 74

DEFENDANT'S EXHIBIT NUMBER TEN, COURT ORDER, MARKED, ATTACHED 75

DEFENDANT'S EXHIBIT NUMBER ELEVEN, LETTER, MARKED, ATTACHED 81

OBJECTIONS:

BY MR. HOWSER 86

* RECORDED TAPES RETAINED FOR SIX (6) MONTHS FROM DATE OF CERTIFICATION.

PURSUANT TO NOTICE AND/OR AGREEMENT TO TAKE DEPOSITIONS, THE WITHIN DEPOSITION WAS TAKEN BY THE ABOVE-NAMED COURT REPORTER, A NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA, BY CONSENT OF ALL PARTIES AT A BUSINESS LAW FIRM, SPARTANBURG, SOUTH CAROLINA.

* * * * * * * * * * * *

STIPULATIONS:

IT IS AGREED BY AND BETWEEN COUNSEL FOR THE PARTIES AS FOLLOWS:

1. THE DEPOSITION IS BEING TAKEN PURSUANT TO THE SOUTH CAROLINA RULES OF CIVIL PROCEDURE.

2. THE READING AND SIGNING OF THE DEPOSITION TRANSCRIPT ARE **WAIVED** BY THE WITNESS AND THE PARTIES.

* * * * * * * * * * * *

THE WITNESS WAS DULY SWORN TO TELL THE TRUTH, THE WHOLE TRUTH AND NOTHING BUT THE TRUTH CONCERNING THE MATTER HEREIN:

ANJAY R. PATEL,

BEING FIRST DULY SWORN OR AFFIRMED, TESTIFIED ON HIS OATH AS FOLLOWS:

EXAMINATION BY HOWSER:

Q. MR. PATEL, MY NAME IS DAVE HOWSER AND I REPRESENT CARSON HENDERSON, WHO IS SEATED TO MY LEFT, BILLY GARRETT AND THE GARRETT LAW FIRM IN CONNECTION WITH

THE LAWSUIT THAT YOU AND OTHER PLAINTIFFS HAVE BROUGHT. HAVE YOU EVER BEEN DEPOSED BEFORE?

A. YES.

Q. HOW MANY TIMES?

A. ABOUT TWO TIMES.

Q. WELL, THE SOUTH CAROLINA, RULES REQUIRE THAT I GIVE YOU CERTAIN INSTRUCTIONS. IF DURING THE COURSE OF THIS DEPOSITION, I SHOULD ASK A QUESTION AND IF YOU DO NOT UNDERSTAND WHAT I AM ASKING, YOU SHOULD TELL ME THAT YOU DO NOT UNDERSTAND SO THAT I CAN RESTATE OR REPHRASE THE QUESTION RATHER THAN DIRECTING THAT TO YOUR LAWYERS DIRECTLY. DO YOU UNDERSTAND THAT?

A. YES, I DO.

Q. DO YOU UNDERSTAND THAT YOU CAN HAVE A BREAK AT ANY TIME YOU WANT? THIS IS NOT AN ENDURANCE CONTEST.

A. OKAY. YES.

Q. IF WE TAKE A BREAK EITHER FOR A RESTROOM BREAK OR OTHER BREAK, A LUNCH BREAK -- I DO NOT KNOW WHETHER WE WILL BE HERE PAST LUNCH OR NOT -- BUT IF WE TAKE A BREAK, YOU ARE NOT ENTITLED TO DISCUSS YOUR TESTIMONY WITH YOUR LAWYER, BUT IF YOU DO, I AM ENTITLED TO ASK YOU WHAT YOU AND YOUR LAWYER TALKED ABOUT. DO YOU UNDERSTAND THAT?

A. YES.

Q. DO YOU UNDERSTAND ALSO THAT YOU ARE UNDER OATH JUST

AS IF YOU WERE GIVING TESTIMONY IN THE COURT ROOM?

A. YES.

Q. DO YOU UNDERSTAND ALSO THAT IF YOU SHOULD GIVE A RESPONSE TODAY AND IF THIS DEPOSITION IS USED AT A TRIAL AND YOUR TESTIMONY IS DIFFERENT, YOU MAY BE ASKED TO EXPLAIN WHY THE TWO ANSWERS ARE DIFFERENT?

A. YES.

Q. DO YOU FEEL WELL ENOUGH TO GIVE A DEPOSITION TODAY?

A. YES.

Q. ARE YOU ON ANY MEDICATION THAT WOULD AFFECT YOUR ABILITY TO GIVE TRUE AND ACCURATE TESTIMONY?

A. NO.

Q. WOULD YOU GIVE ME YOUR FULL NAME.

A. IT'S ANJAY R. PATEL.

Q. MR. PATEL, WHAT IS YOUR HOME ADDRESS?

A. IT IS 401 BLACK OAK COURT, SPARTANBURG, SOUTH CAROLINA, 29306.

Q. WHAT IS YOUR BUSINESS ADDRESS?

A. BUSINESS ADDRESS IS 1116 CHEROKEE AVENUE, SUITE NUMBER THREE, GAFFNEY, SOUTH CAROLINA, 29341 -- 40. EXCUSE ME.

Q. 29 ---

A. 340.

Q. HOW LONG HAVE YOU LIVED AT THE 401 BLACK OAK COURT ADDRESS?

A. A LITTLE BIT OVER A YEAR AND A HALF.
Q. WHERE DID YOU LIVE PRIOR TO THAT?
A. 208 SOUTH CARLITA LAKE WAY, SPARTANBURG, 29307.
Q. HOW LONG DID YOU LIVE AT THAT ADDRESS?
A. APPROXIMATELY FIVE YEARS.
Q. HOW LONG HAVE YOU LIVED IN SPARTANBURG COUNTY?
A. SINCE 1993. OCTOBER.
Q. WHAT ADDRESSES IN SPARTANBURG COUNTY HAVE YOU LIVED AT SINCE YOU MOVED HERE IN 1993?
A. 23 HONEYSUCKLE TERRACE, 480 RANSDELL DRIVE, 1514 FERNWOOD-GLENDALE ROAD AND 102 ALLENDALE DRIVE.
Q. WHERE DID YOU LIVE BEFORE YOU MOVED TO SPARTANBURG IN OCTOBER OF 1993?
A. QUEENS, NEW YORK.
Q. HOW LONG DID YOU LIVE IN QUEENS?
A. ABOUT TWO -- ON AND OFF, ABOUT THREE YEARS.
Q. BEFORE QUEENS, NEW YORK, WHERE DID YOU LIVE?
A. NEW JERSEY.
Q. WHERE IN NEW JERSEY?
A. CHERRY HILL.
Q. HOW LONG WERE YOU IN CHERRY HILL?
A. THREE YEARS APPROXIMATELY.
Q. AND BEFORE THAT?
A. I WAS IN CALIFORNIA FOR A YEAR.
Q. BEFORE THAT?

A. I WAS IN ENGLAND FOR THREE YEARS.
Q. THAT TAKES US BACK TO ---
A. 1984. '84-'85.
Q. BEFORE ENGLAND FOR THREE YEARS, WHERE DID YOU LIVE?
A. I WAS IN ZAMBIA.
Q. WHAT WERE YOU DOING IN ZAMBIA?
A. I WAS RAISED THERE.
Q. RAISED THERE?
A. YEAH.
Q. THEN WENT TO ENGLAND, THEN FROM ENGLAND TO THE U.S.?
A. YES, SIR.
Q. ARE YOU A U.S. CITIZEN?
A. YES, I AM.
Q. WHEN DID YOU BECOME A U.S. CITIZEN?
A. I DON'T RECALL. IT'S BEEN A LONG TIME.
Q. WAS IT AFTER YOU MOVED TO SPARTANBURG?
A. I THINK IT WAS RIGHT AROUND THE TIME I MOVED HERE. LIKE MAYBE RIGHT BEFORE I MOVED -- I BECAME A CITIZEN IN NEW YORK. SO ---
Q. IN THE EARLY '90s?
A. YEAH, IN '92-'93. IN THAT TIME FRAME.
Q. ARE YOU MARRIED?
A. YES.
Q. WHAT IS YOUR WIFE'S NAME?
A. SHILPA PATEL. S-H-I-L-P-A.

Q. HOW LONG HAVE YOU ALL BEEN MARRIED?
A. SINCE 1987.
Q. IS THAT YOUR ONLY MARRIAGE?
A. YES.
Q. DO YOU HAVE ANY CHILDREN OVER 18 YEARS OF AGE?
A. I HAVE ONE OVER 18.
Q. WHAT IS THAT CHILD'S NAME?
A. DHRUPESH. D-H ---
Q. D-H ---
A. --- R-U-P-E-S-H PATEL.
Q. IS THAT ---
A. IT'S A BOY.
Q. --- A BOY? WHERE DOES HE LIVE?
A. BOSTON.
Q. DO YOU HAVE OTHER CHILDREN IN SPARTANBURG?
A. YES, UNDER 18.
Q. HOW OLD ARE THEY?
A. SIXTEEN AND FIVE.
Q. GIVE ME THE NAME OF THE 16 YEAR-OLD.
A. SHIAN. S-H-I-A-N.
Q. THAT'S A ---
A. THAT IS A BOY.
Q. --- A BOY? OKAY. WHAT IS YOUR AGE?
A. I'M 43.
Q. YOUR DATE OF BIRTH?

A. JUNE 5TH, 1967.
Q. YOU WERE BORN IN ZAMBIA?
A. I WAS BORN IN JINJA, UGANDA.
Q. TELL ME ABOUT YOUR EDUCATION. WHERE DID YOU GO TO HIGH SCHOOL?
A. ZAMBIA.
Q. DID YOU GRADUATE FROM HIGH SCHOOL?
A. YES.
Q. WHEN DID YOU GRADUATE?
A. 1984.
Q. AFTER HIGH SCHOOL, DID YOU FURTHER YOUR EDUCATION?
A. YES.
Q. WHERE DID YOU GO TO ---
A. TO LONDON.
Q. DID YOU GO TO A UNIVERSITY IN LONDON?
A. I WENT TO A COLLEGE FOR TWO YEARS.
Q. WHAT WAS THE COLLEGE?
A. LONDON COLLEGE OF COMPUTER SCIENCES.
Q. I PRESUME YOU STUDIED SOME TYPE OF COMPUTER SCIENCE?
A. CORRECT.
Q. TELL ME A LITTLE BIT ABOUT YOUR EMPLOYMENT BEGINNING AFTER YOU COMPLETED YOUR FORMAL EDUCATION.
A. I WORKED FOR AN AIRLINE, VIRGIN ATLANTIC AIRLINES, FOR ABOUT A YEAR -- THAT WAS IN 1991-'92 -- IN THE TICKETING DEPARTMENT AND WORKED PART-TIME IN A C-

STORE IN NEW YORK, A LITTLE GENERAL STORE.

Q. AFTER 1992, WHERE WERE YOU EMPLOYED?

A. I WAS -- I WENT BACK TO SCHOOL AND WORKED PART-TIME AT A GENERAL CONVENIENCE STORE AGAIN.

Q. WHAT SCHOOL DID YOU ATTEND?

A. COLLEGE OF AERONAUTICS AT LAGUARDIA.

Q. DID YOU OBTAIN ANY TYPE OF DEGREE?

A. I DID NOT.

Q. HOW LONG DID YOU ATTEND THE COLLEGE OF AERONAUTICS?

A. I WAS THERE WHILE I WAS WORKING AT VIRGIN AND DOING A PART-TIME JOB. THAT WAS FROM 1991, THROUGH THE EARLY PART OF 1993, THAT I WAS THERE TO THE BEST OF MY RECOLLECTION.

Q. WHAT WAS YOUR NEXT EMPLOYMENT AFTER VIRGIN ATLANTIC AIRLINES?

A. AFTER THAT I MOVED TO SOUTH CAROLINA.

Q. WHEN YOU MOVED TO SOUTH CAROLINA, WHAT WAS YOUR FIRST EMPLOYMENT?

A. I BOUGHT A LIQUOR STORE IN SPARTANBURG AS A PARTNERSHIP WITH TWO OTHER PARTNERS.

Q. WHERE WAS THAT LIQUOR STORE LOCATED?

A. CEDAR SPRINGS.

Q. DO YOU STILL OWN THAT STORE?

A. NO.

Q. HOW LONG DID YOU OWN IT?

A. I OWNED THAT IN THE PARTNERSHIP FOR ABOUT A YEAR AND A HALF.
Q. WHO WERE YOUR PARTNERS?
A. IMANPHU PATEL AND -- I FORGET THE OTHER GUY'S NAME. I'M SORRY.
Q. WAS THAT A RELATIVE?
A. NO, NONE OF THEM ARE RELATIVES.
Q. AFTER THE LIQUOR STORE, WHAT WAS YOUR NEXT EMPLOYMENT?
A. IN '94, I WENT IN TO BUSINESS FOR MYSELF.
Q. OKAY.
A. I BOUGHT A STORE. I WAS EMPLOYED BY -- I OPENED UP A COMPANY CALLED "DASS, INC.," AND I WAS EMPLOYED BY THEM. DASS, INC. D-A-S-S INC.
Q. WHAT TYPE OF BUSINESS WAS DASS, INC.?
A. IT WAS A CONVENIENCE STORE GAS STATION IS WHAT IT WAS.
Q. WHERE WAS THE CONVENIENCE STORE LOCATED?
A. 1500 EAST FREDERICK STREET, GAFFNEY.
Q. DO YOU STILL OWN THAT BUSINESS?
A. I DON'T OWN IT. NO.
Q. DID YOU SELL THAT CONVENIENCE STORE?
A. YES.
Q. WHEN DID YOU SELL IT?
A. FROM THE BEST OF MY RECOLLECTION, '97-'98. IN THAT

TIME FRAME.

Q. HOW LONG DID YOU OWN IT?

A. THREE, FOUR YEARS. FROM '94, UNTIL THAT TIME.

Q. '94 TO '97-'98?

A. YES.

Q. DID YOU HAVE ANY OTHER BUSINESSES AT THE SAME TIME YOU WERE OPERATING THAT CONVENIENT STORE?

A. YES. I USED TO OWN A COUPLE OF BLIMPIE SANDWICH SHOPS IN GAFFNEY.

Q. DO YOU STILL OWN THOSE?

A. NO.

Q. WERE THEY OPERATED IN CONNECTION WITH ANY CONVENIENCE STORE?

A. NO.

Q. THEY WERE SEPARATE STAND-ALONE BUSINESSES?

A. YES. ONE WAS NEXT TO A CONVENIENCE STORE. IT WASN'T OPERATED WITH IT, BUT WE RENTED THE SPACE NEXT TO IT. THE OTHER ONE WAS IN THE MALL.

Q. HOW LONG DID YOU OPERATE THE BLIMPIE SANDWICH SHOPS?

A. I DON'T REMEMBER. IT'S BEEN MAYBE TWO YEARS ON AND OFF.

Q. THEN WHAT DID YOU DO AFTER THAT?

A. AFTER THAT I PRETTY MUCH DABBLED IN CONVENIENCE STORES. BUYING, LEASING, SELLING SEVERAL OF THEM. I DID -- I CAN'T REMEMBER.

Q. IN CONNECTION WITH THE ACQUIRING OF THESE BUSINESSES AND THE SALE OF THESE BUSINESSES, DID YOU HAVE AN ATTORNEY WHO REPRESENTED YOU?
A. YES.
Q. WHAT ATTORNEY REPRESENTED YOU?
A. I'VE HAD SEVERAL. SOME OF THEM I DON'T EVEN REMEMBER BECAUSE THEY WERE FROM THE SAME TOWNS. MY PRIMARY ATTORNEYS RIGHT NOW ARE STEVE QUERIN -- HE IS OUT OF SPARTANBURG WITH JOHNSON, SMITH, HIBBARD -- --
Q. YES.
A. AND MR. BELENCHIA REPRESENTS ME, THE BUSINESS LAW FIRM.
Q. WHEN DID MR. QUERIN FIRST START REPRESENTING YOU?
A. 1998.
Q. WHAT SORT OF THINGS DID HE REPRESENT YOU IN?
A. BUSINESS TRANSACTIONS, BUY-SALE AGREEMENTS, CLOSINGS, STUFF LIKE THAT.
Q. I DO NOT WANT TO GO IN TO ANY COMMUNICATIONS WITH YOUR LAWYER, BUT IF YOU HAD, FOR EXAMPLE, A BUY-SALE AGREEMENT OR A LEASE AGREEMENT, WOULD YOU GENERALLY HAVE A LAWYER REVIEW THOSE?
A. NOT GENERALLY. I JUST STARTED USING STEVE FULL-TIME IN THE LAST YEAR. SO, IF I DO IT, YES. I USE HIM NOW. BEFORE I NEVER USED HIM.

Q. OTHER THAN SPARTANBURG, HAVE YOU LIVED ANYWHERE ELSE IN SOUTH CAROLINA?
A. NO.
Q. DO YOU HAVE ANY RELATIVES IN GREENWOOD COUNTY?
A. NO.
Q. HOW LONG HAVE YOU OWNED MANI INVESTMENTS?
A. GOOD QUESTION. WE -- I HAVE A PARTNER NAMED PURVIN PATEL -- WE STARTED THAT COMPANY WHEN WE BOUGHT THE STORE. WELL, WE WERE SUPPOSED TO BUY THE STORE AT THE MARINA IN GREENWOOD. I DON'T KNOW WHAT -- WHEN WE STARTED. THAT WAS -- IT WAS MADE FOR THAT PARTICULAR TRANSACTION.
Q. OKAY. ARE YOU RELATED TO PURVIN PATEL?
A. NO.
Q. WHERE DOES HE LIVE?
A. HE LIVES IN SPARTANBURG.
Q. WERE YOU ALL 50/50 OWNERS OF MANI INVESTMENTS?
A. FROM THE BEST OF MY RECOLLECTION, YES.
Q. MANI INVESTMENTS WAS AN LLC?
A. FROM WHAT I RECALL, YES.
Q. IT WAS A LIMITED LIABILITY COMPANY?
A. CORRECT.
Q. WHAT FIRM ASSISTED YOU IN THE FORMATION OF MANI INVESTMENTS?
A. I DON'T REMEMBER.

Q. DID YOU HAVE A LAW FIRM THAT ASSISTED YOU IN THE FORMATION?
A. I'M PRETTY SURE WE DID. I JUST DON'T REMEMBER WHO IT WAS.
Q. WELL, IT WAS NOT MR. GARRETT OR MR. HENDERSON OR THE GARRETT LAW FIRM, WAS IT?
A. NOT THAT I CAN RECALL.
Q. WHAT WAS THE BUSINESS OR IS THE BUSINESS OF MANI INVESTMENTS?
A. IT WAS TO OWN REAL ESTATE.
Q. IS IT STILL IN EXISTENCE?
A. I THINK IT IS.
Q. IS IT ACTIVE?
A. YES, IT IS.
Q. WHAT DOES IT DO NOW?
A. IT STILL OWNS REAL ESTATE. IT DID OWN REAL ESTATE TO THE BEST OF MY RECOLLECTION.
Q. WHAT REAL ESTATE DID IT OWN?
A. IT OWNED A C-STORE IN SPARTANBURG.
Q. THAT IS A CONVENIENCE STORE, CORRECT?
A. YEAH, A CONVENIENCE STORE.
Q. WHEN YOU SAY "C-STORE," YOU MEAN A CONVENIENCE STORE?
A. A CONVENIENCE STORE. YES.
Q. ALL RIGHT. JUST ONE STORE IN SPARTANBURG?

A. FROM THE BEST OF MY RECOLLECTION RIGHT NOW, YES.
Q. DID IT OWN ANY CONVENIENCE STORES ANYWHERE ELSE?
A. NOT THAT I CAN REMEMBER.
Q. DID IT OWN ANY OTHER PROPERTY BESIDES A CONVENIENCE STORE?
A. NO.
Q. ARE YOU FAMILIAR WITH A COMPANY KNOWN AS "FIVE SPICES, LLC"?
A. YES.
Q. WHAT IS THAT COMPANY?
A. IT USED TO OWN A RESTAURANT IN SPARTANBURG.
Q. WHAT WAS THE NAME OF THE RESTAURANT?
A. FIVE SPICES.
Q. WHERE WAS FIVE SPICES LOCATED?
A. ON EAST MAIN STREET.
Q. WHAT WAS THE ADDRESS ON EAST MAIN STREET?
A. I DON'T RECALL.
Q. WE ARE AT 1451 EAST MAIN STREET. IS IT FURTHER OUT EAST MAIN THAN THIS OR IS IT MORE TOWARDS THE CENTER OF TOWN?
A. IT'S ABOUT TWO BLOCKS TOWARDS THE CENTER OF TOWN ON THE RIGHT SIDE.
Q. IS THERE STILL A RESTAURANT AT THAT LOCATION?
A. YES.
Q. WHAT IS THE NAME OF THE RESTAURANT AT THAT LOCATION?

A. IT HAS CHANGED TWICE. SO, I DON'T KNOW.
Q. YOU DO NOT OWN THAT REAL ESTATE?
A. WE NEVER OWNED THE REAL ESTATE.
Q. YOU LEASED IT?
A. I LEASED THE SITE. YES.
Q. HOW LONG DID YOU OPERATE THE RESTAURANT AT THAT LOCATION?
A. A YEAR AND MAYBE THREE MONTHS.
Q. IS FIVE SPICES, LLC, STILL AN ACTIVE BUSINESS?
A. NO, IT IS NOT.
Q. IS IT STILL IN EXISTENCE?
A. FROM THE BEST OF MY -- IT IS. I THINK IT IS, BUT IT IS NOT ACTIVE.
Q. WERE YOU THE SOLE MEMBER OF FIVE SPICES, LLC?
A. NO.
Q. WHO ELSE WAS IN THAT WITH YOU?
A. THERE WAS VIRESH PATEL, PURVIN PATEL, NITIN PATEL AND RAJIV PATEL.
Q. WERE THESE RELATIVES?
A. VIRESH IS MY BROTHER AND NITIN IS MY BROTHER-IN-LAW.

BY MR. HOWSWER:

I GUESS WE NEED TO SPELL THOSE FOR THE COURT REPORTER.

THE WITNESS ANSWERS:

A. N-I-T-I-N IS NITIN. V-I-R-E-S-H IS VIRESH.

BY MR. HOWSWER:

ALL RIGHT. GIVE ME THE OTHER NAMES, AS WELL. SPELL THOSE.

THE WITNESS ANSWERS:

A. P-U-R-V-I-N. RAJIV IS R-A-J-I-V. FROM THE BEST OF MY RECOLLECTION, THAT'S THE PARTNERS.

EXAMINATION RESUMED BY MR. HOWSER:

Q. WERE THEY ALL RESIDENTS OF SPARTANBURG?

A. YES.

Q. WHAT WAS YOUR INTEREST IN FIVE SPICES?

A. WE ALL HAD THE SAME AMOUNT OF INTEREST. WE ALL TOOK CARE OF THE RESTAURANT. WE WORKED ON A DAILY SCHEDULE AND DID WHAT NEEDED TO BE DONE. THERE WAS NO SET ---

Q. SO, YOU WERE ALL EQUAL?

A. WE WERE ALL EQUAL FROM THE BEST OF MY RECOLLECTION. YES.

Q. WHEN YOU LEASED THAT BUSINESS DID YOU HAVE AN ATTORNEY WHO HELPED YOU WITH THE LEASE?

A. I DON'T RECALL.

Q. WHAT ATTORNEY SET UP FIVE SPICES, LLC?

A. I DON'T RECALL THAT EITHER.

Q. BUT YOU DID HAVE AN ATTORNEY?

A. I DON'T RECALL.

Q. YOU WERE THE REGISTERED AGENT FOR THAT COMPANY, WERE

YOU NOT? FIVE SPICES?
A. I DON'T RECALL IF I WAS OR NOT.
Q. IF I TOLD YOU THAT THE REGISTERED AGENT FOR THAT COMPANY HAD AN ADDRESS OF 731 CHESNEE HIGHWAY, GAFFNEY, WOULD THAT BE THE LOCATION OF OTHER BUSINESSES FROM WHICH YOU OPERATED?
A. YES. THAT WAS -- MY OFFICE WAS THERE. MY BROTHER'S OFFICE WAS THERE, TOO, AND MY BROTHER-IN-LAW'S OFFICE WAS THERE, TOO.
Q. ARE YOU FAMILIAR WITH A COMPANY KNOWN AS "PAPA OIL TWO, LLC"?
A. YES.
Q. WHAT IS THAT COMPANY?
A. THAT'S A COMPANY OWNED BY MY BROTHER AND TWO OTHER INDIVIDUALS IN INDIANA. THEY USED TO OWN IT. THEY DON'T OWN IT. THEY SOLD IT. THEY DON'T OWN IT ANYMORE.
Q. YOU DIDN'T HAVE ANY INTEREST IN THAT COMPANY?
A. NO.
Q. WHAT IS MANI ONE, INC.? ARE YOU FAMILIAR WITH THAT COMPANY?
A. THAT IS A COMPANY THAT USED TO OPERATE THE C-STORES.
Q. AGAIN, "C-STORES," STANDS FOR CONVENIENCE STORES?
A. YES.
Q. WHAT INTEREST DID YOU OWN IN MANI ONE, INC.?

A. AT ONE TIME, I OWNED, I THINK, 50 PERCENT.
Q. WHO OWNED THE OTHER 50 PERCENT?
A. IT WAS PURVIN PATEL.
Q. IS MANI ONE STILL IN EXISTENCE?
A. I THINK IT IS. I DON'T THINK IT'S ACTIVE, BUT I THINK IT IS STILL IN EXISTENCE.
Q. IN WHAT BUSINESS ARE YOU PRESENTLY ACTIVE?
A. I WORK FOR A COMPANY CALLED "FALCON OIL." I AM THE OPERATIONS DIRECTOR, THE RETAIL OPERATIONS DIRECTOR.
Q. HOW LONG HAVE YOU BEEN AFFILIATED WITH FALCON OIL?
A. SINCE -- IT HAS BEEN ABOUT ALMOST THREE YEARS.
Q. SO, THAT WOULD GO BACK TO ABOUT 1997?
A. NO.
Q. 2007?
A. YES.
Q. DO YOU HAVE ANY INTEREST IN FALCON OIL?
A. NO.
Q. IS THE HOME OFFICE OF FALCON OIL IN SOUTH CAROLINA?
A. YES.
Q. WHERE IN SOUTH CAROLINA?
A. GAFFNEY.
Q. WHO WERE THE PRINCIPAL OWNERS OF FALCON OIL, IF YOU KNOW?
A. IT'S JUST ONE. NATHAN RAMSEY.
Q. WHAT DOES FALCON OIL DO?

A. THEY SUPPLY FUEL TO CONVENIENCE STORES.
Q. THEY ARE AN OIL JOBBER?
A. THAT IS CORRECT.
Q. ANY OTHER EMPLOYMENT BESIDES FALCON OIL AT THIS TIME?
A. I WORK FOR, ON A PART-TIME BASIS, FOR A COUPLE OTHER C-STORES JUST ON A CONSULTANCY BASIS FOR JODRELL PARTNERS.
Q. I'M SORRY.
A. A COMPANY CALLED "JODRELL PARTNERS."
Q. SPELL THAT, PLEASE.
A. J-O-D-R-E-L-L.
Q. WHO IS IN JODRELL PARTNERS?
A. THAT'S MY BROTHER, NITIN PATEL. THAT'S IT.
Q. ALL RIGHT. ANY OTHER PART-TIME EMPLOYMENT BESIDES THAT?
A. NO. THAT'S IT.
Q. WHEN YOU SAY YOU ARE EMPLOYED AS A CONSULTANT ---
A. YES.
Q. --- WHAT TYPE OF CONSULTING WORK DO YOU DO FOR JODRELL PARTNERS?
A. THEY OPERATE C-STORES. SO, WHEN IT COMES TO ACQUISITIONS AND STUFF LIKE THAT, THEY WILL ASK ME TO GO AND LOOK AT STORES AND MAKE AN EVALUATION. STUFF LIKE THAT.

Q. JUST SO I AM CLEAR, BESIDES MANI INVESTMENTS, LLC, FIVE SPICES AND PAPA OIL TWO, AND MANI ONE, INC., WHAT OTHER BUSINESSES DO YOU HAVE AN INTEREST IN?
A. A COMPANY CALLED "SIA INVESTMENTS." S-I-A INVESTMENTS.
Q. IS THAT A CORPORATION OR IS THAT A ---
A. IT'S AN LLC.
Q. WHEN WAS THAT LLC FORMED?
A. ABOUT A YEAR TO TWO YEARS AGO. SOMETHING AROUND THAT TIME.
Q. WHO SET THAT COMPANY UP FOR YOU?
A. IT WAS DONE BY ONE OF OUR BOOKKEEPERS, APARNA PATEL. SHE SET IT UP FOR ME.
Q. DID YOU USE AN ATTORNEY?
A. NO.

BY THE COURT REPORTER:

I AM SORRY. THE NAME AGAIN?

BY THE WITNESS:

A-P-A-R-N-A.

EXAMINATION RESUMED BY MR. HOWSER:

Q. PATEL?
A. YES, SIR.
Q. SHE IS YOUR BOOKKEEPER?
A. SHE IS MY BOOKKEEPER.
Q. IS SHE RELATED TO YOU?

A. SHE IS MY BROTHER'S WIFE.
Q. ANY OTHER COMPANIES BESIDES SIA INVESTMENTS, INC.?
A. I AM A PARTNER IN A COMPANY CALLED "RPR ENTERPRISES."
Q. RPR ENTERPRISES. OKAY. WHAT DOES SIA INVESTMENTS DO?
A. IT OWNS REAL ESTATE. IT'S A REAL ESTATE HOLDING COMPANY.
Q. DOES IT OWN CONVENIENCE STORE PROPERTIES?
A. IT OWNS A FEW. ONE OR TWO CONVENIENCE STORES AND THEN A COUPLE OF JUST C-STORES WITHOUT GAS STATIONS.
Q. ANYTHING ELSE IT OWNS?
A. NO. THAT'S IT.
Q. WHERE ARE THESE CONVENIENCE STORES LOCATED?
A. GREER, GREENVILLE, SALUDA.
Q. WHAT IS THE TOTAL NUMBER OF CONVENIENCE STORES?
A. THREE.
Q. THEN RPR ENTERPRISES, WHAT DOES IT DO?
A. IT OWNS A CONVENIENCE STORE.
Q. ONE?
A. ONE.
Q. WHERE IS THAT LOCATED?
A. HARTSVILLE, SOUTH CAROLINA.
Q. WHO ARE THE PRINCIPALS IN SIA INVESTMENTS?
A. I AM. MYSELF, ANJAY PATEL, AND BHAVESH -- B-H-A-V-

E-S-H -- PATEL.

Q. IS MR. PATEL RELATED TO YOU?

A. NO.

Q. IN RPR ENTERPRISES, WHO ARE THE ---

A. IT IS ME, ANJAY PATEL, AND BOSS RAMSEY.

Q. BOSS?

A. YES. B-O-S-S.

Q. IS BOSS RAMSEY RELATED TO NATHAN RAMSEY?

A. THAT IS MR. RAMSEY'S SON. YES.

Q. ANY OTHER BUSINESSES THAT YOU ARE A PART OF?

A. NOT THAT I CAN RECALL. I THINK WE HAVE ---

Q. WHEN RPR ENTERPRISES WAS SET UP, WAS IT SET UP AS A CORPORATION OR AN LLC?

A. I DON'T RECALL. BOSS SET IT UP. SO, I DON'T KNOW WHAT IT IS SET UP AS RIGHT NOW.

Q. WHAT IS CORNER STOP STORES?

A. CONVENIENCE STORES.

Q. WHO OPERATES CORNER STOP STORES?

A. WHICH ONE?

Q. WELL, LET ME ASK YOU THIS: DOES MANI INVESTMENTS OPERATE ANY CORNER STOP STORES?

A. NO.

Q. IS THERE A CORNER STOP STORE IN WATERLOO, SOUTH CAROLINA?

A. YES.

Q. WHO OPERATES THAT?
A. I FORGET THE NAME OF THE COMPANY THAT OPERATES IT.
Q. IS THERE JUST ONE LOCATION IN WATERLOO FOR A CONVENIENCE STORE?
A. WHAT DO YOU MEAN, ONE LOCATION FOR A CONVENIENCE STORE?
Q. DO YOU HAVE JUST ONE CONVENIENCE STORE IN WATERLOO, OR ARE THERE MORE THAN ONE?
A. I HAVE NO IDEA. I DON'T KNOW HOW MANY STORES THEY HAVE.
Q. LET ME CLARIFY. IN WATERLOO, YOU HAVE A CONVENIENCE STORE, CORRECT?
A. I PRESUME THERE IS A CONVENIENCE STORE. CORRECT.
Q. DO YOU HAVE OWNERSHIP INTEREST IN A COMPANY THAT OPERATES A CONVENIENCE STORE IN WATERLOO?
A. DO I HAVE OWNERSHIP INTEREST IN A COMPANY THAT OPERATES A CONVENIENCE STORE IN WATERLOO?
Q. CORRECT.
A. NO.
Q. IS THERE A CORNER STOP STORE IN WATERLOO?
A. THERE WAS ONE THE LAST TIME I WAS THERE.
Q. OKAY, BUT YOU ARE NOT AFFILIATED WITH THAT?
A. NO.
Q. WERE YOU EVER AFFILIATED WITH IT?
A. YES. I WAS NEVER AFFILIATED WITH IT. THE CORNER

STOP IN WATERLOO?
Q. YES.
A. NO.
Q. ALL RIGHT. HOW ARE YOU FAMILIAR WITH THE CORNER STOP STORE IN WATERLOO, IF YOU ARE?
A. HOW AM I AFFILIATED WITH IT?
Q. HOW ARE YOU FAMILIAR WITH IT?
A. IT IS OWNED BY A FRIEND OF MINE, RAJIV PATEL.
Q. IS THERE A CORNER STOP STORE IN NINETY-SIX, SOUTH CAROLINA?
A. NO.
Q. IS THERE ONE IN GREER?
A. YES.
Q. DO YOU HAVE ANY OWNERSHIP IN THE COMPANY THAT OPERATES THE CORNER STOP STORE IN GREER?
A. NO.
Q. DO YOU KNOW WHO OPERATES THE CORNER STOP STORE IN GREER?
A. IT'S A PATEL IS WHAT I CAN TELL YOU. I DON'T REMEMBER HIS NAME. I DON'T REMEMBER THE NAME OF HIS COMPANY THAT OPERATES IT.
Q. DO YOU HAVE OWNERSHIP INTEREST IN A COMPANY THAT OPERATES A CORNER STOP STORE IN GREENVILLE?
A. NO.
Q. HAVE YOU EVER HAD AN INTEREST IN A COMPANY THAT

OPERATES A CORNER STOP STORE IN GREENVILLE?

A. NOT THAT I CAN RECALL.

Q. DID YOU EVER HAVE OWNERSHIP INTEREST IN A CORNER STOP STORE IN HONEA PATH, SOUTH CAROLINA?

A. NO.

Q. HOW ABOUT COWPENS, SOUTH CAROLINA?

A. DASS USED TO OWN A TOBACCO OUTLET IN COWPENS, SOUTH CAROLINA.

Q. I'M SORRY.

A. DASS, INC., WHICH IS ONE OF MY COMPANIES, USED TO OWN A TOBACCO OUTLET IN COWPENS, SOUTH CAROLINA.

Q. HOW MANY CORNER STOP STORES HAVE YOU EVER BEEN AFFILIATED WITH?

A. I DON'T RECALL.

Q. MORE THAN ONE?

A. MORE THAN ONE.

Q. HOW WAS IT THAT YOU USED THE NAME "CORNER STOP STORE"?

A. THAT WAS THE FIRST NAME THAT I CAME UP WITH WHEN I BOUGHT MY FIRST STORE AND AS I BOUGHT STORES I NAMED THEM "CORNER STOP" AND THEN HANDS CHANGED. THAT'S WHY I DON'T KNOW WHO OWNS WHAT.

Q. WHO DETERMINED WHETHER SOMEONE COULD USE THE NAME "CORNER STOP STORE"?

A. THERE IS NO SET DETERMINATION. I MEAN, THERE ARE

SOME CORNER STOPS IN COLUMBIA THAT WE DON'T HAVE NO AFFILIATION WITH AT ALL.

Q. SO, YOU DID NOT RESERVE THE NAME OR ANYTHING LIKE THAT?

A. NO, SIR.

Q. DID YOU EVER OWN AN INTEREST IN A CORNER STOP STORE IN ROCK HILL?

A. NO. I USED TO OWN A PROPERTY IN ROCK HILL, THAT WAS UNDER DASS, INC., IN 1996-'97, BACK THEN. IT WAS CALLED A "CORNER STORE."

Q. YOU DID HAVE AN INTEREST IN MANI ONE, CORRECT?

A. AT ONE TIME I DID, YES.

Q. DO YOU STILL HAVE AN INTEREST IN MANI?

A. I THINK I AM STILL FIVE PERCENT OWNER IN THAT COMPANY MAYBE.

Q. WHO ARE THE OTHER OWNERS OF MANI ONE?

A. PURVIN PATEL.

Q. ARE YOU AWARE OF WHETHER OR NOT MANI ONE HAS EVER BEEN INVOLVED IN LITIGATION OVER A ALCOHOL CONSUMPTION PERMIT OR ALCOHOL RETAIL?

A. I THINK THEY HAD AN ISSUE IN ONE OF THE STORES IN ROCK HILL. IT WAS ON MOUNT HOLLY ROAD, FROM WHAT I RECALL.

Q. OKAY. AT THE TIME THEY HAD THE LITIGATION, DID YOU OWN THE FIVE PERCENT?

A. I DON'T RECALL. I DON'T RECALL.
Q. IF YOU OWNED FIVE PERCENT, YOU THINK PURVIN PATEL OWNED THE OTHER 95 PERCENT?
A. YES.
Q. WELL, ONE OF THE PLAINTIFFS IN THIS CASE IS MANI ONE, INC., AND YOU ARE NOT SURE WHETHER MANI IS STILL ACTIVE, MANI ONE?
A. I WOULDN'T KNOW BECAUSE I HAVE NOT DONE MY TAXES FROM LAST YEAR. SO, UNTIL I GET MY K-1 -- THE ACCOUNTANT DOES ALL OF THAT. SO, I WOULD HAVE NO IDEA.
Q. YOU WOULD ACKNOWLEDGE THAT MANI INVESTMENTS, LLC, IS A SEPARATE AND DISTINCT ENTITY FROM MANI ONE?
A. YES.
Q. DOES MANI INVESTMENTS HAVE A BUSINESS LAWYER?
A. I DON'T REMEMBER.
Q. I AM GOING TO ASK YOU ABOUT MANI ONE, MANI INVESTMENTS AND FIVE SPICES. HAVE THEY EVER HAD BUSINESS LAWYERS?
A. NOT THAT I CAN RECALL.
Q. DO YOU HAVE A PERSONAL LAWYER?
A. I DON'T.
Q. IF YOU HAVE A LEGAL MATTER THAT NEEDS ADDRESSING, YOU WOULD EITHER GO TO MR. QUERIN OR MR. BELENCHIA?
A. YES.

Q. HOW LONG HAVE YOU DONE THAT?
A. SINCE 1993.
Q. THIS IS SOME BACKGROUND INFORMATION. I WANT TO FOCUS NOW ON THE LAWSUIT THAT YOU HAVE BROUGHT. THE COMPLAINT IN THIS LAWSUIT ALLEGES THAT YOU ARE THE AUTHORIZED AGENT OF MANI INVESTMENTS, LLC, AND MANI ONE, INC. WHEN IT SAYS THAT YOU ARE THE AUTHORIZED AGENT, WHAT DOES THAT MEAN TO YOU?
A. THAT MEANS THAT I HAVE THE AUTHORITY TO SIGN FOR IT, TO MAKE DECISIONS ON BEHALF OF THAT COMPANY.
Q. IS THAT A CORRECT STATEMENT?
A. IT IS.
Q. I WILL BE GLAD TO SHOW YOU THE COMPLAINT IN THE PRESENT LAWSUIT. THAT COMPLAINT ALLEGES SIX CAUSES OF ACTION. THERE IS A CAUSE OF ACTION FOR ATTORNEY NEGLIGENCE. THERE IS A CAUSE OF ACTION FOR REALTOR NEGLIGENCE. THERE IS A CAUSE OF ACTION TO HAVE THE COURT DETERMINE A RESULTING OR CONSTRUCTIVE TRUST. THERE IS A BREACH OF CONTRACT ACTION, AND THERE IS AN ACTION FOR SPECIFIC PERFORMANCE, AND THERE IS AN ACTION FOR WHAT WE CALL "QUANTUM MERUIT." WOULD YOU ACKNOWLEDGE THAT INSOFAR AS CARSON HENDERSON IS CONCERNED AND BILLY GARRETT IS CONCERNED AND THE GARRETT LAW FIRM THAT YOUR SOLE CAUSE OF ACTION -- "YOUR," MEANING YOU AND MANI ONE AND MANI

INVESTMENTS -- IS RELATED TO THE ATTORNEY NEGLIGENCE CLAIM?

A. I AM NOT A LAWYER.

Q. OKAY.

A. MY LAWYER ADVISED ME WHAT WE SHOULD GO -- HOW WE SHOULD GO. YOU NEED TO ASK HIM THAT QUESTION. WHAT YOU JUST SAID I HAVE NO -- I UNDERSTAND WHERE WE ARE GOING WITH THIS, BUT I CAN'T ANSWER THAT QUESTION. YOU WILL HAVE TO REFER TO MY ATTORNEY FOR THAT ANSWER.

Q. SO, YOU DO NOT KNOW WHETHER THE REALTOR NEGLIGENCE IS ATTRIBUTABLE TO CARSON HENDERSON OR BILLY GARRETT OR THE GARRETT LAW FIRM?

A. YOU ARE ASKING ME THAT?

Q. YES.

A. I THINK I JUST ANSWERED THAT. I ASKED YOU TO REFER -- ANY OF THIS LAWSUIT FILINGS THAT WE HAVE DONE, YOU NEED TO REFER THAT TO MY ATTORNEY. HE HAS ADVISED ME WHICH ACTIONS TO TAKE AND UNDER HIS ADVICE, I WOULD LET YOU TALK TO HIM.

Q. ALL RIGHT. LET'S FOCUS ON THE PROPERTY AT THE MARINA IN GREENWOOD. YOU ACKNOWLEDGE THAT, THAT IS THE PROPERTY THAT WE ARE TALKING ABOUT IN THIS LAWSUIT?

A. ONE STOP MARINA.

Q. ONE STOP MARINA.
A. YES, I DO.
Q. HOW DID YOU BECOME INTERESTED IN PURCHASING THAT PROPERTY?
A. IT WAS LISTED ON THE MMS LISTING AND I WAS PASSING BY THE SITE AND THERE WAS A SITE POSTED OUT THERE. IT WAS FOR SALE THROUGH GREENWOOD REALTY AND THAT IS WHO I CONTACTED.
Q. WHEN YOU CONTACTED GREENWOOD REALTY, DID YOU TALK TO A PARTICULAR INDIVIDUAL?
A. FROM WHAT I RECOLLECT, RENEE SIMCHON IS THE LADY THAT I TALKED TO.
Q. AS FAR AS YOU KNOW, IS THAT THE ONLY PERSON WITH GREENWOOD REALTY WITH WHOM YOU HAVE DEALT OVER THE LEASING AND POTENTIAL PURCHASING OF THIS PROPERTY?
A. FOR THE PURCHASE OF THE PROPERTY, WE CONTACTED HER. SHE IS THE ONLY ONE WHO I HAVE DEALT WITH FROM MY RECOLLECTION.
Q. TELL ME ABOUT YOUR DEALINGS WITH HER. WHEN DID YOU FIRST CONTACT HER?
A. I DON'T RECALL THE DATE.
Q. DID YOU CONTACT HER IN PERSON OR DID YOU CONTACT HER BY TELEPHONE?
A. CONTACTED HER BY TELEPHONE FIRST AND THEN MET HER IN PERSON.

Q. TELL ME ABOUT THE FIRST TELEPHONE CONVERSATION YOU HAD WITH HER.
A. I REALLY DON'T REMEMBER IT.
Q. ALL RIGHT. THEN YOU CONTACTED HER IN PERSON?
A. YES.
Q. WHERE DID YOU MEET HER IN PERSON?
A. WE MET HER IN HER OFFICE IN GREENWOOD.
Q. WHO WAS PRESENT AT THAT MEETING?
A. I WAS PRESENT. I DON'T RECALL WHO ELSE WAS WITH ME THAT DAY, BUT I WAS THERE WITH HER. I DON'T RECALL WHO ELSE WAS THERE.
Q. WAS ANYONE FROM GREENWOOD REALTY OTHER THAN RENEE SIMCHON PRESENT?
A. I DON'T REMEMBER.
Q. WAS SCOTT WARD PRESENT?
A. I DON'T EVEN REMEMBER THAT. I AM SORRY. IT HAS BEEN SO LONG.
Q. WELL, CERTAINLY BILLY GARRETT WAS NOT PRESENT?
A. HE WAS NOT THERE.
Q. AND CARSON HENDERSON WAS NOT THERE?
A. NO, HE WASN'T THERE EITHER.
Q. YOU RECOGNIZE MR. HENDERSON, WHO IS SEATED HERE WITH ME, DON'T YOU?
A. I RECOGNIZE HIM TODAY AND I MET HIM, I THINK, SOMETIME BACK IN -- REGARDING ANOTHER CASE.

Q. TELL ME WHAT HAPPENED AT THE MEETING IN GREENWOOD, WHEN YOU FIRST MET WITH RENEE SIMCHON.
A. I THINK WE DISCUSSED FIGURES FOR THE LOCATION, INCOME STATEMENTS WERE PASSED AROUND AND WE DISCUSSED EVERYTHING. I THINK WE PRESENTED AN OFFER OR WROTE UP AN OFFER.
Q. WHEN YOU SAY "WE WROTE UP AN OFFER," ---
A. WELL, SHE WROTE IT UP AND I WAS PRESENTING THE OFFER.
Q. LET ME SHOW YOU A DOCUMENT AND ASK YOU IF YOU RECOGNIZE THIS DOCUMENT.
A. THANK YOU. YES, I DO.
Q. WHAT IS THIS DOCUMENT?
A. IT'S A COMMERCIAL PURCHASE AGREEMENT AND DEPOSIT RECEIPT.

BY MR. HOWSER:

ALL RIGHT. LET'S GET THE COURT REPORTER TO MARK THAT AS EXHIBIT ONE.

(THE COURT REPORTER MARKS DEFENDANT'S EXHIBIT NUMBER ONE, COMMERCIAL PURCHASE AGREEMENT AND DEPOSIT RECEIPT, ATTACHED.)

EXAMINATION RESUMED BY MR. HOWSER:

Q. DO YOU KNOW WHO PREPARED THIS DOCUMENT?
A. YES. IT WAS PREPARED AT THE GREENWOOD REALTY BY RENEE.

Q. WAS THIS PREPARED THE DAY YOU FIRST MET WITH HER?
A. I DON'T RECALL THAT.
Q. HOW MANY TIMES DID YOU MEET WITH HER IN CONNECTION WITH MAKING AN OFFER OR OFFERS ON THIS PROPERTY?
A. I DON'T RECALL THAT EITHER.
Q. HOW MANY DIFFERENT OFFERS DID YOU MAKE?
A. I DON'T RECALL THAT EITHER.
Q. TELL ME ABOUT THE FIRST MEETING IN GREENWOOD AT GREENWOOD REALTY WITH RENEE SIMCHON. TELL ME EVERYTHING THAT YOU REMEMBER THAT TRANSPIRED AT THAT MEETING.
A. WHAT I REMEMBER IS WE MET HER AND WE ASKED THE ASKING PRICE. WE GOT THE ASKING PRICE. WE ASKED HER FOR PAPERWORK, TAX RETURNS, PROFIT AND LOSS STATEMENTS FROM MR. -- FROM THE OWNER. I THINK THAT IS WHAT WE STARTED WITH.
Q. DID YOU RECEIVE THE INFORMATION THAT YOU REQUESTED?
A. I DON'T REMEMBER IF WE RECEIVED ALL OF IT RIGHT THEN, BUT, LIKE I SAID, IT WAS SO LONG AGO. I DON'T REMEMBER EVERYTHING THAT TRANSPIRED AT THAT MEETING.
Q. HOW DID YOU RECEIVE THIS INFORMATION? THAT IS, DID YOU RECEIVE IT THROUGH THE MAIL? IN PERSON?
A. I THINK WE RECEIVED SOME OF IT IN PERSON. MAYBE MOST OF IT WAS IN PERSON. I DON'T THINK WE RECEIVED ANY OF IT BY MAIL. AS TO THE BEST OF MY MEMORY, I

DON'T THINK SO.

Q. ALL RIGHT. WHEN YOU RECEIVED IT IN PERSON, DID YOU RECEIVE IT FROM RENEE SIMCHON OR DID YOU RECEIVE IT FROM SOMEONE ELSE?

A. I DON'T REMEMBER WHETHER WE GOT IT FROM HER OR IF WE PICKED IT UP FROM THE OFFICE. I DON'T REMEMBER THAT.

Q. WHEN YOU SAY YOU "PICKED IT UP FROM THE OFFICE," DO YOU MEAN HER OFFICE?

A. HER OFFICE IN GREENWOOD. LIKE I SAID, I DON'T REMEMBER MUCH ABOUT IT. IT HAS BEEN SO LONG. SO ---

Q. YOU DID NOT GET ANY OF THIS INFORMATION THROUGH MR. GARRETT OR MR. HENDERSON OR THE GARRETT LAW FIRM?

A. NO.

Q. HOW LONG WAS IT AFTER YOUR FIRST MEETING THAT YOU RECEIVED THIS INFORMATION?

A. I DON'T RECALL THAT EITHER.

Q. THIS EXHIBIT ONE, WHICH IS THE COMMERCIAL PURCHASE AGREEMENT AND DEPOSIT RECEIPT, YOU INDICATED WAS PREPARED BY RENEE SIMCHON, CORRECT?

A. YES.

Q. IS THIS THE ONLY COMMERCIAL PURCHASE AGREEMENT AND DEPOSIT RECEIPT WHICH SHE PREPARED?

A. I DON'T RECALL THAT EITHER. THIS SEEMS TO BE THE

FINAL ONE. I DON'T KNOW IF SHE PREPARED ANY OTHERS OR NOT.

Q. WHAT I AM TRYING TO FIND OUT IS WERE THERE OFFERS MADE AND COUNTER-OFFERS BEFORE A FINAL COMMERCIAL PURCHASE AGREEMENT AND DEPOSIT RECEIPT WAS PREPARED.

A. I DON'T REMEMBER THAT. I AM -- I DON'T REMEMBER THAT.

Q. TURN, IF YOU WOULD, TO PAGE NINE OF TEN. PARAGRAPH NUMBER FORTY SAYS, "GARRETT LAW FIRM TO PREPARE OWNER FINANCE AGREEMENT AND RECORD AT LOCAL COURTHOUSE OR LEASE WITH OPTION AGREEMENT WHICHEVER DOCUMENT CAROLINA FIRST MORTGAGE HOLDER WILL APPROVE FOR THIS TRANSACTION TO CLOSE ON APRIL 30," AND I BELIEVE, BUT I DON'T SEE, THAT IT IS 2004. IS IT NOT?

A. ARE YOU ASKING ME?

Q. YES.

A. I THINK THAT'S WHAT IT IS.

Q. OKAY. WHEN WAS THE NAME OF THE GARRETT LAW FIRM FIRST BROUGHT UP TO YOU?

A. WHEN WE FINALLY HAD AN OFFER ON THE TABLE CITING THAT BOTH PARTIES WERE IN AGREEMENT, RENEE ASKED ME WHICH ATTORNEY I WOULD LIKE TO USE AND I SAID, "I WOULD LIKE TO USE SOMEONE LOCAL TO REPRESENT US." I SAID, "COULD YOU GIVE ME A RECOMMENDATION?" AND SHE

RECOMMENDED THE GARRETT LAW FIRM TO REPRESENT US IN THE TRANSACTION. SO, SHE WROTE IT IN.

Q. DID YOU EVER TALK TO MR. GARRETT, MR. HENDERSON OR ANYONE AT THE GARRETT LAW FIRM BEFORE SHE WROTE THIS IN?

A. NO, SIR. SHE SAID SHE KNEW THEM AND THAT SHE WOULD TALK TO THEM AND TAKE CARE OF THAT FOR US.

Q. HAVE YOU EVER DISCUSSED WITH HER WHETHER SHE TALKED TO THEM?

A. NOT AFTER -- NOT SINCE THEN, NO.

Q. DID YOU EVER SIGN ANY WRITTEN AGREEMENT WITH MR. GARRETT, MR. HENDERSON OR THE GARRETT LAW FIRM TO REPRESENT YOU?

A. NOT THAT I CAN REMEMBER.

Q. WHEN IS THE FIRST TIME YOU EVER HAD ANY CONVERSATION WITH MR. GARRETT?

A. I DON'T REMEMBER. I DON'T.

Q. WHEN WAS THE FIRST TIME YOU EVER HAD ANY CONVERSATION WITH CARSON HENDERSON?

A. I DON'T REMEMBER THAT EITHER.

Q. WHEN WAS THE FIRST TIME YOU EVER HAD ANY CONVERSATION WITH ANYONE AFFILIATED WITH THE GARRETT LAW FIRM?

A. I DON'T RECALL THAT EITHER.

Q. THIS PARTICULAR DOCUMENT IS DATED APRIL THE 25TH,

2004, IS IT NOT?

BY MR. STRICKLAND:

I THINK THAT IS MARCH.

BY MR. HOWSER:

EXCUSE ME. MARCH. MARCH 25TH, 2004.

EXAMINATION RESUMED BY MR. HOWSER:

Q. IS IT NOT?

A. IT IS. THAT IS THE DAY I SIGNED IT.

Q. RIGHT, AND THEN MR. WARD SIGNED IT ON 3-27-04?

A. THAT IS CORRECT.

Q. BEFORE YOU SIGNED THIS AGREEMENT ON MARCH 25TH, 2004, DID YOU EVER TALK WITH BILLY GARRETT?

A. NOT BEFORE THAT, NO.

Q. DID YOU EVER TALK TO CARSON HENDERSON?

A. I DID NOT.

Q. DID YOU TALK WITH ANYBODY CONNECTED WITH THE GARRETT LAW FIRM?

A. NOT THAT I CAN RECALL.

Q. APPROXIMATELY HOW LONG WAS IT AFTER MARCH 25TH, 2004, THAT YOU FIRST TALKED TO BILLY GARRETT?

A. I DON'T REMEMBER.

Q. HOW LONG AFTER MARCH 25TH, 2004, DID YOU TALK WITH CARSON HENDERSON?

A. I DON'T RECALL THAT EITHER.

Q. HOW LONG AFTER MARCH 25TH, 2004, DID YOU TALK WITH

ANYONE AFFILIATED WITH THE GARRETT LAW FIRM?

A. I DON'T REMEMBER THAT EITHER.

Q. LET ME SHOW YOU ANOTHER DOCUMENT ENTITLED "LEASE AGREEMENT." I'LL ASK YOU IF YOU ARE FAMILIAR WITH THAT.

A. YES, I AM.

Q. THIS IS DATED THE 17TH OF MAY, 2004, IS IT NOT?

A. YES, IT IS.

Q. YOU RECOGNIZE YOUR SIGNATURE ON BEHALF OF MANI INVESTMENTS, LLC?

A. YES, I DO.

Q. THEN ON THE NEXT PAGE, DO YOU RECOGNIZE YOUR SIGNATURE AS THE GUARANTY?

A. YES, I DO.

BY MR. HOWSER:

LET'S HAVE THE COURT REPORTER MARK THIS AS EXHIBIT TWO.

(THE COURT REPORTER MARKS DEFENDANT'S EXHIBIT NUMBER TWO, LEASE AGREEMENT, ATTACHED.)

EXAMINATION RESUMED BY MR. HOWSER:

Q. BETWEEN MARCH 25TH, 2004, AND THE SIGNING OF THIS LEASE AGREEMENT ON THE 17TH OF MAY, 2004, DID YOU EVER MEET WITH BILLY GARRETT?

A. NOT THAT I CAN REMEMBER.

Q. DID YOU EVER TALK TO HIM BY TELEPHONE?

A. NOT THAT I CAN REMEMBER.
Q. DID YOU EVER MEET WITH CARSON HENDERSON ---
A. NOT THAT I -- SORRY.
Q. --- BETWEEN THOSE DATES?
A. NOT THAT I CAN REMEMBER.
Q. DID YOU EVER TALK TO HIM BY TELEPHONE BETWEEN THOSE DATES?
A. NOT THAT I CAN REMEMBER.
Q. DID YOU TALK TO ANYONE WITH THE GARRETT LAW FIRM BETWEEN THOSE DATES?
A. NOT THAT I CAN RECALL.
Q. DID YOU RECEIVE ANY WRITTEN COMMUNICATION FROM THE GARRETT LAW FIRM BETWEEN THOSE DATES?
A. NOT THAT I CAN REMEMBER.
Q. DID MR. GARRETT EVER TELL YOU THAT HE WOULD REPRESENT YOU?
A. I HAD TALKED TO RENEE AND SHE HAD TOLD ME THAT SHE HAD TALKED TO HIM AND SENT HIM THE INFORMATION. I DID NOT TALK TO MR. GARRETT, NO.
Q. SO, MR. GARRETT NEVER SAID TO YOU, "MR. PATEL, I WILL REPRESENT YOU IN THIS TRANSACTION"?
A. NOT THAT I CAN REMEMBER.
Q. MR. HENDERSON NEVER SAID TO YOU, "I WILL REPRESENT YOU IN THIS TRANSACTION"?
A. NOT THAT I CAN REMEMBER.

Q. NO ONE ELSE AT THE GARRETT LAW FIRM SAID, "MR. PATEL, THE GARRETT LAW FIRM WILL REPRESENT YOU IN THIS TRANSACTION"?
A. NOT THAT I CAN REMEMBER.
Q. TELL ME EXACTLY WHAT YOU UNDERSTAND RENEE SIMCHON TO HAVE SAID WITH REGARD TO THE REPRESENTATION.
A. THAT THEY WOULD REPRESENT US ON THIS TRANSACTION, PREPARE ALL OF THE DOCUMENTS FOR THE CONTRACT FOR DEED AND SALE OF PURCHASE. IT WAS SUPPOSED TO BE AN OWNER FINANCE IS WHAT IT WAS AND THAT HE WOULD PREPARE ALL OF THE DOCUMENTS FOR US ACCORDINGLY.
Q. WAS THIS LEASE AGREEMENT EXECUTED AT THE GARRETT LAW FIRM?
A. TO THE BEST OF MY RECOLLECTION, YES.
Q. WHO WITH THE GARRETT LAW FIRM DID YOU MEET WITH WHEN THIS DOCUMENT WAS EXECUTED?
A. I DON'T REMEMBER WHO WAS THERE.
Q. DO YOU RECALL IF MR. GARRETT WAS THERE?
A. I DON'T RECALL WHO WAS THERE.
Q. SO, IF YOU DON'T RECALL WHO WAS THERE, THEN OBVIOUSLY YOU DON'T RECALL WHETHER MR. HENDERSON WAS THERE?
A. NO, SIR. IT WAS SIGNED AT THEIR OFFICE. I KNOW THAT, BUT I DON'T REMEMBER WHO WAS AT THE SIGNING.
Q. HAD YOU ON THAT DAY DISCUSSED THE LEASE AGREEMENT

WITH MR. GARRETT?

A. I DON'T EVEN REMEMBER THAT TO BE HONEST WITH YOU.

Q. HAD YOU DISCUSSED THE LEASE AGREEMENT ON THAT DAY WITH MR. HENDERSON ---

A. I DON'T EVEN REMEMBER THAT.

Q. --- OR ANYONE ELSE AT THE GARRETT LAW FIRM?

A. I DO NOT REMEMBER.

Q. LET ME SHOW YOU ANOTHER DOCUMENT ENTITLED "OPTION TO PURCHASE REAL PROPERTY" AND ASK YOU IF YOU RECOGNIZE THAT.

A. YES, I DO.

Q. DOES THIS BEAR YOUR SIGNATURE?

A. YES, IT DOES.

BY MR. HOWSER:

LET'S MARK THAT AS EXHIBIT THREE.

(THE COURT REPORTER MARKS DEFENDANT'S EXHIBIT NUMBER THREE, OPTION TO PURCHASE REAL PROPERTY, ATTACHED.)

EXAMINATION RESUMED BY MR. HOWSER:

Q. WAS THIS OPTION TO PURCHASE REAL ESTATE, WHICH IS ALSO DATED THE 17TH OF MAY, 2004, SIGNED AT THE SAME TIME AS THE PREVIOUS EXHIBIT, WHICH IS THE LEASE AGREEMENT?

A. YES.

Q. RIGHT. WERE THEY SIGNED AT THE SAME TIME?

A. FROM THE BEST OF MY RECOLLECTION, YES.

Q. I PRESUME YOUR ANSWERS WOULD BE THE SAME AS TO WHO WAS PRESENT WHEN THE OPTION TO PURCHASE REAL PROPERTY WAS SIGNED AS IT WAS WITH RESPECT TO WHO WAS PRESENT WHEN THE LEASE AGREEMENT WAS SIGNED?

A. FROM THE GARRETT LAW FIRM? YES.

Q. BOTH THE LEASE AGREEMENT AND THE OPTION TO PURCHASE REAL PROPERTY ARE SIGNED BY T. SCOTT WARD. WAS MR. WARD PRESENT?

A. I DON'T REMEMBER IF HE WAS THERE OR NOT. MS. SIMCHON WAS PRESENT. SHE TOOK US THERE. SO, I KNOW SHE WAS THERE.

Q. BEFORE YOU SIGNED THE LEASE AGREEMENT AND THE OPTION TO PURCHASE THE REAL PROPERTY AGREEMENT, THE LEASE AGREEMENT BEING EXHIBIT TWO AND THE OPTION TO PURCHASE BEING EXHIBIT THREE, DO YOU REMEMBER HAVING A CONVERSATION WITH MR. WARD IN WHICH HE GAVE YOU A COPY OF THESE DOCUMENTS AND TOLD YOU TO HAVE YOUR OWN LAWYER REVIEW IT?

A. NOT THAT I CAN REMEMBER.

Q. DID YOU HAVE ANYONE REVIEW THESE DOCUMENTS?

A. NO.

Q. PRIOR TO YOUR GOING TO THE GARRETT LAW FIRM WHERE THESE DOCUMENTS WERE EXECUTED, WERE YOU GIVEN A COPY OF THESE DOCUMENTS?

A. I DON'T REMEMBER THAT.

Q. DID YOU REVIEW THE DOCUMENTS BEFORE YOU SIGNED THEM?
A. I DON'T REMEMBER THAT EITHER.
Q. HOW LONG WERE YOU AT THE GARRETT LAW FIRM WHEN THESE DOCUMENTS WERE SIGNED?
A. I DON'T RECALL.
Q. WELL, YOU WERE GIVEN AN OPPORTUNITY TO REVIEW THE DOCUMENTS EITHER BEFORE YOU WENT TO THE GARRETT LAW FIRM OR WHILE YOU WERE AT THE GARRETT LAW FIRM BEFORE YOU SIGNED THEM, WERE YOU NOT?
A. I SUPPOSE I WOULD HAVE, BUT MR. GARRETT WAS MY ATTORNEY. SO, HE WOULD HAVE LOOKED AT THEM, TOO, FOR ME. HE WAS THE ATTORNEY I EXPECTED TO LOOK AT THEM.
Q. YOU HAD NEVER DISCUSSED THEM WITH MR. GARRETT, HAD YOU?
A. WELL, HE PREPARED THE BUY/SALE CONTRACT WE HAD. THAT'S THE ONLY WAY WE HAD THE CONTRACT. IT WAS SIGNED BY US FIRST AND THEN BY THE SELLER.
Q. YOU NEVER DISCUSSED THEM WITH MR. GARRETT BEFORE YOU SIGNED THEM?
A. NO, BECAUSE MS. SIMCHON WAS GOING TO RELAY THE DOCUMENT AND WHAT WE NEEDED TO HIM AND IT WAS MY UNDERSTANDING IT WAS THE BUYER WHO CHOSE THE CLOSING ATTORNEY, AND THAT IS WHO WE CHOSE TO REPRESENT US. UNLESS I AM MISTAKEN, I THOUGHT THAT WAS THE WAY THE

CLOSINGS HAPPEN.

Q. ALL RIGHT. LET ME ASK YOU THIS: DO YOU RECOGNIZE THIS PARTICULAR DOCUMENT ENTITLED "CLOSING STATEMENT"?

A. YES, I DO, SIR.

BY MR. HOWSER:

ALL RIGHT. LET'S GET THAT MARKED AS EXHIBIT NUMBER FOUR.

(THE COURT REPORTER MARKS DEFENDANT'S EXHIBIT NUMBER FOUR, CLOSING STATEMENT, ATTACHED.)

EXAMINATION RESUMED BY MR. HOWSER:

Q. THIS IS A CLOSING STATEMENT DATED MAY 17TH, 2004. DO YOU SEE THAT DATE SORT OF AT THE BOTTOM?

A. YES, SIR.

Q. AND THAT IS YOUR SIGNATURE?

A. YES.

Q. THIS SAYS THAT YOU PAID $100,000 FOR AN OPTION, CORRECT?

A. CORRECT.

Q. THAT IS THE OPTION AGREEMENT THAT IS EXHIBIT NUMBER THREE, CORRECT?

A. CORRECT.

Q. YOU ALSO PAID $56,869.94 TO INVENTORY?

A. YES.

Q. AND $3,000 FOR CASH IN THE DRAWER, CORRECT?

A. YES, SIR.
Q. HOW DID YOU VERIFY THE INVENTORY?
A. INVENTORY WAS DONE BEFORE WE WENT TO THE GARRETT LAW FIRM.
Q. WHO DID THE INVENTORY?
A. I DON'T RECALL WHO DID IT. IT WAS SOME OUTSIDE COMPANY THAT DID IT.
Q. DID YOU PAY THAT COMPANY TO DO THAT INVENTORY?
A. WE SPLIT THE COST.
Q. THAT IS YOU AND MR. WARD SPLIT THE COST?
A. CORRECT.
Q. WHO VERIFIED THE CASH IN THE DRAWER?
A. I DON'T REMEMBER. IT WOULD HAVE BEEN ONE OF MY MANAGERS AT THAT TIME.
Q. THIS TOTALED $159,869.94, CORRECT?
A. CORRECT. I SEE THAT.
Q. YOU HAD PUT DOWN $5,000 IN ERNEST MONEY, CORRECT?
A. YES, SIR.
Q. THEN WE MOVE ON DOWN AND YOU SEE "AS TO SCOTT WARD LESS: THE GARRETT LAW FIRM (LEASE, OPTION, ETC.) $750.00)."
A. YES, I SEE THAT.
Q. DID YOU PAY ANY MONEY TO THE GARRETT LAW FIRM IN CONNECTION WITH THE PREPARATION OF THE LEASE AGREEMENT OR THE OPTION AGREEMENT?

A. IT WAS SUPPOSED TO BE TAKEN OUT AT CLOSING.
Q. DID YOU PAY THEM ANY MONEY?
A. IT WAS SUPPOSED TO BE TAKEN OUT OF THE PROCEEDS I BROUGHT OUT OF THE 154 THAT I TOOK. THAT'S WHAT THEY WERE GOING TO PAY THEM OUT OF. THAT'S WHAT THEY SAID.
Q. DO YOU KNOW IF THE GARRETT LAW FIRM WAS PAID ANYTHING OTHER THAN THE $750 THAT WAS TAKEN FROM MR. WARD'S NET FOR THE PREPARATION OF THE LEASE AND THE OPTION AGREEMENT?
A. I DON'T KNOW.
Q. THEN IT SHOWS HERE THAT THE GARRETT LAW FIRM WAS PAID MONEY FOR OTHER CASES TO DATE, CORRECT?
A. I SEE THAT.
Q. YOU UNDERSTOOD, DID YOU NOT, THAT THE GARRETT LAW FIRM HAD REPRESENTED MR. WARD IN OTHER MATTERS PRIOR TO THE CLOSING OF THIS TRANSACTION, DID YOU NOT?
A. I WASN'T TOLD THAT. I WAS TOLD TO BRING THIS AMOUNT OF MONEY AND THAT IS WHAT I BROUGHT TO THE TABLE.
Q. YOU SIGNED THE CLOSING STATEMENT?
A. YES, I DID.
Q. THE CLOSING STATEMENT SHOWED ON HERE THAT THE GARRETT LAW FIRM HAD BEEN PAID $11,125 OUT OF THE PROCEEDS OF THE CLOSING FOR THE REPRESENTATION OF MR. WARD IN OTHER MATTERS?

A. IT JUST SAYS "OTHER CASES." I DON'T KNOW. FOR WHAT IT WAS, I HAVE NO IDEA.
Q. DID YOU RECEIVE AT THE CLOSING A COPY OF THIS CLOSING STATEMENT?
A. YES, I DID.
Q. AND YOU BROUGHT TO THE CLOSING STATEMENT, $154,869.94?
A. FROM THE BEST OF MY RECOLLECTION, THAT IS WHAT I WOULD'VE BROUGHT.
Q. DID YOU MAKE ANY PAYMENT TO THE GARRETT LAW FIRM OUTSIDE OF THE CLOSING?
A. I DON'T REMEMBER THAT.
Q. IF YOU WOULD HAVE PAID THE GARRETT LAW FIRM, WOULD YOU HAVE PAID THEM IN CASH OR WOULD YOU HAVE PAID BY CHECK?
A. IT WOULD'VE BEEN WHATEVER THEY REQUIRED IF THEY DID ASK FOR IT. SO ---
Q. DO YOU HAVE ANY RECALL FOR THEM ASKING FOR ANY PAYMENT IN CASH?
A. NO, I DON'T.
Q. DO YOU HAVE ANY RECALL OF WRITING A CHECK TO THE GARRETT LAW FIRM?
A. I DON'T.
Q. WITH WHOM DID YOU BANK?
A. I DON'T REMEMBER WHO WE BANKED WITH BACK THEN. IT

MIGHT'VE -- PALMETTO BANK MAYBE. I'M NOT SURE.
Q. WHO WAS YOUR ACCOUNTANT IN 2004-2005?
A. MR. NAVIN SHAH. N-A-V-I-N. SHAH, S-H-A-H.
Q. WHERE IS HE LOCATED?
A. HE IS IN STOCKBRIDGE, GEORGIA.
Q. IS HE A CPA?
A. YES, SIR.
Q. HOW LONG HAD HE DONE YOUR WORK IN 2004?
A. SINCE 1999.
Q. DOES HE STILL DO YOUR WORK?
A. HE DOES.
Q. DO YOU STILL HAVE RECORDS GOING BACK TO 2004, 2005?
A. I DON'T.
Q. WOULD HE?
A. I CAN ASK HIM. I DON'T KNOW.
Q. WHAT I AM TRYING TO FIND OUT IS THE NAME OF THE BANK AND THE ACCOUNT NUMBER THAT YOU WERE BANKING WITH UPON WHICH YOU WOULD HAVE WRITTEN ANY CHECK TO THE GARRETT LAW FIRM BETWEEN 2004 AND 2007.
A. OKAY.
Q. WOULD YOU MAINTAIN A FILE ON THE MARINA? WHAT DID WE CALL IT? MARINA ONE? ONE STOP MARINA, INC., TRANSACTIONS?
A. EVERYTHING WE HAD, WE PRESENTED TO OUR ATTORNEYS. THAT'S ALL WE HAVE IN OUR FILE, THE CLOSING

DOCUMENTS. THAT'S ALL WE HAD BECAUSE SINCE WE MOVED OUR OFFICE A COUPLE OF TIMES, THAT'S ALL OUR DOCUMENTS. SO, WHATEVER WE HAD, WE GAVE HIM.

Q. HOW COULD YOU GO ABOUT FINDING THE NAME OF THE BANK THAT YOU USED IN 2004, 2005, UP TO 2007, AS WELL AS THE ACCOUNT NUMBER?

A. I DON'T KNOW. I'LL HAVE TO DISCUSS WITH MY ACCOUNTANT TO SEE IF THERE IS ANY WAY I CAN DO IT.

Q. ALL RIGHT. WE ARE REQUESTING THAT YOUR ATTORNEYS FURNISH US WITH THAT INFORMATION.

A. OKAY.

Q. IF YOU HAVE ANY OTHER FILE THAT HAS NOT BEEN PRESENTED TO YOUR ATTORNEYS, WE WOULD ASK YOU TO PRESENT THAT FILE TO THEM SO THAT WE COULD LOOK AT IT.

A. OKAY.

Q. AS YOU SIT HERE TODAY, YOU HAVE NO RECALL OF SIGNING ANY TYPE OF EMPLOYMENT AGREEMENT OR RETAINER AGREEMENT WITH THE GARRETT LAW FIRM, BILLY GARRETT OR CARSON HENDERSON, CORRECT?

A. THE ONLY THING TO MY RECOLLECTION RIGHT NOW IS THE CONTRACT WHERE WE ASKED THEM TO REPRESENT US WHICH WAS SENT TO THEM.

Q. AND THE CONTRACT TO WHICH YOU ARE REFERRING TO IS SOMETHING THAT RENEE SIMCHON WROTE IN THE COMMERCIAL

PURCHASE AGREEMENT AND DEPOSIT RECEIPT, WHICH IS EXHIBIT NUMBER ONE?

A. YES, SIR.

Q. DID YOU EVER DISCUSS WITH RENEE SIMCHON WHEN SHE MIGHT HAVE FIRST CONTACTED THE GARRETT LAW FIRM ABOUT THIS TRANSACTION?

A. I DON'T REMEMBER THAT.

Q. WHAT DID SHE TELL YOU FOLLOWING THE EXECUTION OF THE COMMERCIAL PURCHASE AGREEMENT AND DEPOSIT RECEIPT IDENTIFIED AS EXHIBIT ONE WITH REFERENCE TO ANY CONVERSATION SHE HAD WITH THE GARRETT LAW FIRM?

A. I DON'T REMEMBER THAT EITHER.

BY MR. HOWSER:

WE HAVE BEEN GOING ABOUT AN HOUR AND A HALF. LET'S TAKE A LITTLE SHORT BREAK, IF WE MAY.

(OFF THE RECORD)

EXAMINATION RESUMED BY MR. HOWSER:

Q. MR. PATEL, AS I UNDERSTAND, WHATEVER DOCUMENTS YOU HAVE RELATED TO THIS TRANSACTION, YOU HAVE GIVEN TO YOUR LAWYERS.

A. YES. THAT'S RIGHT. EVERYTHING THAT I COULD FIND.

Q. IS THERE ANYTHING THAT YOU HAVE IN THE WAY OF RECORDS THAT WOULD REFRESH YOUR MEMORY ABOUT ANY OF THE QUESTIONS I HAVE ASKED? IN OTHER WORDS, THIS IS MY ONE CHANCE TO ASK YOU QUESTIONS AND I WANT TO

MAKE SURE THAT WHAT YOU HAVE TOLD ME IS WRITTEN IN STONE, SO TO SPEAK. THERE IS NOTHING YOU HAVE THAT WOULD ENABLE YOU TO REFRESH YOUR MEMORY OR CHANGE YOUR TESTIMONY?

A. NO, NOT AS OF NOW.

Q. BEFORE THIS LAWSUIT OR THE PREDECESSOR LAWSUIT WAS BROUGHT, DID YOU EVER HAVE A FACE TO FACE MEETING WITH MR. GARRETT?

A. REGARDING THIS CASE?

Q. YES.

A. NOT THAT I CAN REMEMBER.

Q. OR ABOUT THIS TRANSACTION?

A. NOT THAT I CAN REMEMBER.

Q. HOW ABOUT MR. HENDERSON?

A. NOT THAT I CAN REMEMBER EITHER.

Q. NOW, AS I UNDERSTAND WHAT YOU ARE TELLING ME, YOU DO NOT RECALL MR. WARD ASKING YOU OR GIVING YOU THE OPTION AGREEMENT AND THE LEASE AGREEMENT AND TELLING YOU TO HAVE THEM REVIEWED BY YOUR LAWYER?

A. THAT IS CORRECT.

Q. YOU DIDN'T HAVE THEM REVIEWED BY ANY LAWYER?

A. NO.

Q. DID YOU DISCUSS THESE AGREEMENTS WITH ANY LAWYER OUTSIDE OF GREENWOOD COUNTY?

A. NO.

Q. YOU DID NOT DISCUSS IT WITH MR. QUERIN?
A. NOT THAT I CAN RECALL, NO.
Q. OR MR. BELENCHIA?
A. NO, SIR.
Q. DID YOU EVER TELL MR. WARD IN RESPONSE TO A QUESTION THAT YOU HAD, HAD THESE DOCUMENTS REVIEWED BY A LAWYER AND HAD NO CHANGES THAT YOU REQUESTED?
A. NOT THAT I CAN REMEMBER, NO.
Q. THAT WAS SORT OF A COMPOUND QUESTION. SO, I WANT TO SPLIT IT UP. YOU NEVER TOLD MR. WARD THAT YOU HAD THESE DOCUMENTS REVIEWED BY A LAWYER OUTSIDE OF GREENWOOD COUNTY?
A. NO, NOT THAT I CAN REMEMBER, SIR.
Q. IF YOU HAD, HAD THE DOCUMENTS REVIEWED BY A LAWYER OUTSIDE OF GREENWOOD COUNTY, WHO WOULD IT LIKELY HAVE BEEN?
A. AT THAT TIME, IT WOULD HAVE BEEN STEVE QUERIN IF I HAD THEM REVIEWED.
Q. BEFORE THE DOCUMENTS WERE EXECUTED ON MAY THE 17TH, 2004, THAT IS THE LEASE AGREEMENT AND THE OPTION TO PURCHASE AGREEMENT, DID ANYONE ASK YOU IF YOU HAD, HAD THESE DOCUMENTS REVIEWED BY A LAWYER AND IF YOU HAD ANY REQUESTED CHANGES?
A. NOT THAT I CAN RECALL.
Q. DID YOU HAVE ANY ISSUE WITH THE LEASE AGREEMENT AS

DRAFTED?
A. WHAT DO YOU MEAN "DID I HAVE ANY ISSUE?"
Q. DID YOU HAVE ANY QUESTIONS ABOUT IT OR ANYTHING YOU DISAGREED WITH OR THOUGHT OUGHT TO BE CHANGED?
A. I DIDN'T REVIEW THEM THAT WELL. SO, I DIDN'T HAVE ANY QUESTIONS. I FIGURED THE ATTORNEY HAD TAKEN CARE OF ALL OF THAT. THAT IS WHAT WE HAD REQUESTED HIM TO TAKE CARE OF.
Q. YOU SAID YOU HAD REQUESTED THE ATTORNEY?
A. TO DRAFT THE PAPERS, YES.
Q. AS I UNDERSTAND THOUGH, YOU NEVER HAD ANY DISCUSSION THAT YOU RECALL WITH MR. GARRETT OR MR. HENDERSON AND IF ANYBODY HAD ANY CONTACT WITH THEM ON YOUR BEHALF, IT WOULD HAVE BEEN RENEE SIMCHON?
A. THAT'S CORRECT.
Q. DID YOU HAVE ANY ISSUE WITH THE OPTION AGREEMENT AS DRAFTED?
A. AGAIN, I DIDN'T REVIEW IT THAT MUCH. RENEE HAD SAID THAT THIS WAS GOING TO BE AN OWNER FINANCE AND THE ATTORNEY WAS REPRESENTING BOTH OF US AND WOULD TAKE CARE OF WHAT NEEDED TO BE DONE. SO ---
Q. ALL RIGHT. AFTER THE CLOSING, DID YOU REVIEW THE LEASE AGREEMENT AS DRAFTED?
A. NO, SIR. I NEVER REVIEWED IT.
Q. AFTER THE CLOSING, DID YOU LOOK AT THE OPTION

AGREEMENT AND REVIEW IT?

A. I DID NOT, SIR.

Q. WHEN WAS THE FIRST TIME AFTER THE CLOSING THAT YOU LOOKED AT THE LEASE AGREEMENT.

A. I LOOKED AT IT ABOUT SIX MONTHS BEFORE I WAS SUPPOSED TO GET IT REFINANCED AND WHEN MY BALLOON PAYMENT WAS DUE.

Q. UNDER THE LEASE AGREEMENT, IT WAS A THREE-YEAR LEASE, CORRECT?

A. CORRECT.

Q. AND YOU WOULD HAVE PAID SOMETHING LIKE $3,969.00 A MONTH, CORRECT?

A. CORRECT.

Q. FOR THREE YEARS, CORRECT?

A. YES.

Q. WHEN DID THE RENTAL PAYMENTS BEGIN?

A. IT WOULD HAVE BEEN JUNE 1ST, I THINK.

Q. JUNE 1ST, 2004?

A. YES.

Q. AND IT WOULD RUN THROUGH MAY 31ST, 2007, CORRECT?

A. CORRECT.

Q. AS OF MAY 31ST, 2007, WERE YOU CURRENT IN YOUR RENTAL PAYMENTS?

A. YES.

Q. NOW, IF YOU LOOK AT THE OPTION AGREEMENT, WHICH IS

EXHIBIT THREE, AND SPECIFICALLY IF YOU LOOK AT PAGE SIX OR SEVEN, YOU SIGNED ON BEHALF OF MANI INVESTMENTS, LLC, AS MEMBER, CORRECT?

A. CORRECT.

Q. YOU YOURSELF WERE NOT PERSONALLY A PARTY TO THE OPTION AGREEMENT, WERE YOU?

A. MANI INVESTMENTS -- I REPRESENT MANI INVESTMENTS.

Q. ALL RIGHT. MANI INVESTMENTS, LLC, WAS A PARTY TO THE OPTION TO PURCHASE REAL PROPERTY, CORRECT?

A. CORRECT.

Q. YOU DID NOT SIGN THIS AGREEMENT IN YOUR INDIVIDUAL CAPACITY AS OPPOSED TO BEING A MEMBER OF MANI INVESTMENTS, LLC, CORRECT?

A. CORRECT.

Q. AND THE OTHER AUTHORITY TO THE OPTION AGREEMENT WAS SCOTT WARD, CORRECT?

A. CORRECT.

Q. ON THE LEASE AGREEMENT, WHICH IS EXHIBIT TWO, YOU SIGNED PERSONALLY AS A GUARANTOR?

A. AS A GUARANTOR, CORRECT.

Q. AS A GUARANTOR, WERE YOU EVER CALLED UPON TO MAKE ANY PAYMENTS TO MR. WARD ON THE LEASE?

A. WHEN YOU SAY "MAKE A PAYMENT," WHAT DO YOU MEAN?

Q. WELL, YOU GUARANTEED THE PAYMENTS AS PERSONAL GUARANTOR ON THE LEASE.

A. CORRECT.
Q. WERE YOU EVER CALLED UPON IN A PERSONAL CAPACITY TO MAKE A PAYMENT ON THE LEASE BECAUSE OF THE FAILURE OF MANI INVESTMENTS TO MAKE A PAYMENT?
A. NOT THAT I CAN RECALL. I DON'T REMEMBER THAT.
Q. DO YOU UNDERSTAND WHAT I AM ASKING YOU?
A. YEAH. IN CASE MANI INVESTMENTS DIDN'T MAKE THE PAYMENT, THEY WOULD'VE CALLED ME AND SAID, "MAKE THE PAYMENT 'CAUSE THEY HAVEN'T PAID."
Q. DID THEY EVER DO THAT?
A. ON A PERSONAL CAPACITY, I DON'T REMEMBER.
Q. AS YOU SIT HERE TODAY, YOU HAVE NO RECALL THAT YOU EVER HAD TO MAKE A PAYMENT BECAUSE MANI INVESTMENTS HAD MISSED A PAYMENT ON THE LEASE?
A. THAT IS CORRECT.

BY MR. HOWSER:

NOW, LET ME SHOW YOU A DOCUMENT, WHICH I WILL ASK THE COURT REPORTER TO MARK AS EXHIBIT FIVE.

(THE COURT REPORTER MARKS DEFENDANT'S EXHIBIT NUMBER FIVE, LEASE AGREEMENT, ATTACHED.)

EXAMINATION RESUMED BY MR. HOWSER:

Q. EXHIBIT FIVE IS A LEASE AGREEMENT THAT BEGAN ON THE 17TH OF MAY, 2007, CORRECT?
A. CORRECT.
Q. AND WAS FOR 60 DAYS OR FOR TWO MONTHS? IF YOU LOOK

AT PAGE TWO UNDER SECTION TWO, IT IS FOR TWO MONTHS BEGINNING MAY 18TH, 2007, AND ENDING JULY 17TH, 2007, CORRECT?

A. CORRECT.

Q. YOU REQUESTED THAT MR. WARD GIVE MANI INVESTMENTS, LLC, THIS TWO-MONTH LEASE OR EXTENSION OF THE ORIGINAL LEASE, CORRECT?

A. CORRECT.

Q. IF WE LOOK AT PAGE 11 OF 11, IS THAT YOUR SIGNATURE ---

A. THAT IS MINE.

Q. --- FOR MANI INVESTMENTS, LLC, CORRECT?

A. IT IS.

Q. AND THEN YOUR PERSONAL GUARANTY?

A. YES.

Q. UNDER THE LEASE AGREEMENT MARKED AS EXHIBIT FIVE, WERE YOU PERSONALLY CALLED UPON TO MAKE ANY PAYMENT BECAUSE OF THE FAILURE OF MANI INVESTMENTS, LLC, TO MAKE THE PAYMENTS?

A. NO.

Q. I'M SHOWING YOU ANOTHER LEASE AGREEMENT AND THIS IS A LEASE AGREEMENT THAT RECITES THAT IT IS MADE ON THE 19TH OF JULY, 2007. DO YOU RECOGNIZE THAT AGREEMENT?

A. YES, I DO.

Q. AND THIS IS FOR TWO MONTHS BEGINNING JULY 19TH, 2007, AND ENDING SEPTEMBER 17TH, 2007, CORRECT?
A. CORRECT.
BY MR. HOWSER:
LET'S MARK THAT AS EXHIBIT NUMBER SIX.
(THE COURT REPORTER MARKED DEFENDANT'S EXHIBIT NUMBER SIX, LEASE AGREEMENT, ATTACHED.)
EXAMINATION RESUMED BY MR. HOWSER:
Q. AGAIN, IF YOU LOOK AT PAGE 11 OF 11, YOU RECOGNIZE YOUR SIGNATURE ON BEHALF OF MANI INVESTMENTS, LLC, AND UNDER THE PERSONAL GUARANTY?
A. YES, I DO.
Q. WHERE WAS EXHIBIT FIVE EXECUTED BY YOU?
A. AT MY OFFICE.
Q. DID YOU HAVE ANY ATTORNEY REVIEW THIS LEASE AGREEMENT?
A. NO, I DIDN'T. NOT THAT I CAN RECALL.
Q. WHERE WAS EXHIBIT SIX EXECUTED BY YOU?
A. IT WAS AGAIN EXECUTED AT MY OFFICE.
Q. DO YOU KNOW FROM WHOM YOU RECEIVED THESE DOCUMENTS?
A. FROM WHAT I CAN RECALL, THESE WERE SENT TO ME BY SCOTT WARD BECAUSE HE IS MY CONTACT PERSON AND HE SAID HE WOULD HAVE THEM FAXED OVER. WHERE HE FAXED THEM FROM, I DON'T KNOW, BUT HE IS THE ONE THAT WAS RESPONSIBLE.

Q. OKAY. DID YOU PAY ANY MONEY FOR THE PREPARATION OF THE LEASE THAT HAS BEEN MARKED AS EXHIBIT NUMBER FIVE?
A. NOT THAT I CAN REMEMBER.
Q. DID YOU PAY ANY MONEY FOR THE PREPARATION OF THE LEASE THAT HAS BEEN IDENTIFIED AS EXHIBIT NUMBER SIX?
A. NOT THAT I CAN REMEMBER.
Q. DO YOU HAVE ANY PERSONAL KNOWLEDGE AS TO WHO PREPARED EXHIBIT NUMBER FIVE?
A. NO, I DON'T.
Q. DO YOU HAVE ANY PERSONAL KNOWLEDGE AS TO WHO PREPARED EXHIBIT NUMBER SIX?
A. NO, SIR. I DON'T.
Q. NOW, WAS BILLY GARRETT PRESENT WHEN THE ORIGINAL LEASE AGREEMENT, WHICH IS EXHIBIT NUMBER TWO, WAS SIGNED?
A. I DON'T REMEMBER.
Q. WAS CARSON HENDERSON PRESENT WHEN EXHIBIT NUMBER TWO WAS SIGNED?
A. I DO NOT REMEMBER THAT EITHER.
Q. WAS BILLY GARRETT PRESENT WHEN EXHIBIT NUMBER THREE, WHICH IS THE OPTION TO PURCHASE, WAS SIGNED?
A. I DON'T REMEMBER THAT EITHER.
Q. WAS CARSON HENDERSON PRESENT WHEN EXHIBIT NUMBER

THREE, WHICH IS THE OPTION TO PURCHASE, WAS SIGNED?

A. I DON'T RECALL THAT EITHER.

Q. OBVIOUSLY NEITHER BILLY GARRETT OR CARSON HENDERSON WERE PRESENT WHEN YOU SIGNED THE TWO LEASE EXTENSIONS, WHICH ARE EXHIBITS FIVE AND SIX.

A. CORRECT.

Q. PARAGRAPH 22 OF YOUR LAWSUIT SAYS THAT "PLAINTIFFS AND DEFENDANT, T. SCOTT WARD, EXECUTED EXHIBITS "C" AND "D," AND I REPRESENT TO YOU THAT EXHIBIT "C" IS THE LEASE AGREEMENT DATED 17TH OF MAY, 2004, WHICH IS THE SAME AS EXHIBIT TWO TO THIS DEPOSITION, AND EXHIBIT "D" TO YOUR COMPLAINT IS THE OPTION TO PURCHASE, WHICH IS THE SAME AS EXHIBIT FOUR TO THIS DEPOSITION. TWO AND THREE. I AM SORRY. IT SAYS THAT THE PLAINTIFFS AND DEFENDANT, T. SCOTT WARD, EXECUTED EXHIBITS "C" AND "D" TO CLOSE ON THE SUBJECT PROPERTY AT THE DEFENDANT, GARRETT LAW FIRM, UNDER THE, QUOTE, "SUPERVISION, GUIDANCE AND CARE OF DEFENDANTS, CARSON M. HENDERSON AND BILLY J. GARRETT." TELL ME THE BASIS OF YOUR ASSERTION THAT THESE DOCUMENTS WERE EXECUTED UNDER THE CARE, SUPERVISION AND GUIDANCE OF BILLY GARRETT.

A. IT WAS DONE AT THEIR OFFICE. I JUST DON'T RECALL WHO WAS THERE. THAT'S THE ONLY THING.

Q. TELL ME THE BASIS FOR YOUR ALLEGATION THAT THE LEASE

AGREEMENT AND THE OPTION AGREEMENT WERE EXECUTED UNDER THE SUPERVISION AND GUIDANCE OF CARSON HENDERSON.

A. THEY PREPARED THE DOCUMENTS. LIKE WHEN I GO TO A CLOSING AT MY ATTORNEY, STEVE QUERIN'S OFFICE, HE HAS GOT SEVERAL PEOPLE IN THERE, BUT HE IS THE ONE WHO ALWAYS MOST OF THE TIME CLOSES WITH US. ACTUALLY, EVERY TIME HE HAS CLOSED. SO, I JUST -- I DON'T KNOW WHO WAS THERE THAT TIME. WE DID IT AT THEIR OFFICE. IT'S UNDER THEIR SUPERVISION. I PRESUME IT'S THEIR OFFICE. I DON'T THINK THEY HAVE ANYBODY ELSE. IT'S THEIR OFFICE.

Q. BUT YOU CANNOT RECALL EITHER ONE OF THEM BEING PRESENT AT THE CLOSING, CAN YOU?

A. I CAN -- THERE WAS SOMEONE, BUT I DON'T KNOW WHO WAS THERE AT THAT TIME. THAT'S WHY I CAN'T RECALL WHO WAS THERE.

BY MR HOWSER:

LET ME SHOW YOU THIS FROM MAY 17TH, 2007. THIS WOULD BE EXHIBIT NUMBER SEVEN.

(THE COURT REPORTER MARKS DEFENDANT'S EXHIBIT NUMBER SEVEN, LETTER, ATTACHED.)

EXAMINATION RESUMED BY MR. HOWSER:

Q. IS THIS YOUR SIGNATURE?

A. IT IS.

Q. AND THIS IS A LETTER THAT YOU WROTE TO SCOTT WARD AND YOU WROTE IT ON BEHALF OF MANI ONE, CORRECT?
A. YES, SIR.
Q. THIS IS ABOUT EXTENDING THE LEASE, CORRECT?
A. YES.
Q. AND YOU TALK ABOUT YOU HOPE TO HAVE YOUR FINANCING IN PLACE TO CLOSE ON THE TRANSACTION?
A. YES.
Q. AS OF MAY 17TH, 2007, ISN'T IT CORRECT THAT YOU DID NOT HAVE YOUR FINANCING IN PLACE?
A. WE DID HAVE IT IN PLACE. A SMALL BUSINESS LENDER WAS DOING A LOAN FOR US, BUT THEY NEEDED MORE TIME TO GET ALL OF THE FINAL STUFF FINISHED. SO, A GENTLEMAN BY THE NAME OF JOHN -- I FORGET HIS LAST NAME -- EXCUSE ME -- BRINKLEY -- WAS THE ONE WHO WAS HANDLING THAT FOR US AND HE HAD EVERYTHING IN PLACE AT THAT TIME, BUT HE NEEDED THE EXTENSION TO GET IT DRAFTED UP.

BY MR. HOWSER:

LET ME SHOW YOU A DOCUMENT THAT IS DATED 8-10-2007. THIS IS GOING TO BE EXHIBIT NUMBER EIGHT.

(THE COURT REPORTER MARKS DEFENDANT'S EXHIBIT NUMBER EIGHT, LETTER, ATTACHED.)

EXAMINATION RESUMED BY MR. HOWSER:

Q. THIS IS A LETTER THAT YOU WROTE TO MR. WARD,

CORRECT?

A. CORRECT.

Q. AND YOU RECOGNIZE YOUR SIGNATURE?

A. I DO.

Q. YOU SIGNED IT, "SINCERELY, ANJAY PATEL, MANI ONE, INC.," AND YOU INDICATE THAT YOU WERE IN THE PROCESS OF GETTING THE FUNDS OR WHATEVER FROM SMALL BUSINESS LENDERS, CORRECT?

A. CORRECT.

Q. IS IT NOT TRUE THAT ON MAY 17TH, 2007, YOU DID NOT HAVE THE FUNDS IN PLACE TO EXERCISE THAT OPTION?

A. WE HAD A COMMITMENT LETTER FROM THE BANK.

Q. BUT THE FUNDS WERE NOT IN PLACE?

A. NO, THEY WERE NOT.

Q. IS IT YOUR POSITION THAT THE LETTER OF MAY 10TH, 2007, IS THE LETTER THAT YOU WROTE EXERCISING THE OPTION?

A. YES.

Q. DO YOU CONTEND THAT YOU WROTE ANY OTHER LETTER EXERCISING THE OPTION?

A. I DON'T REMEMBER. WE HAD SEVERAL TRANSACTIONS BACK AND FORTH. I DON'T REMEMBER WHAT ELSE I WROTE.

Q. IF YOU HAD SUCH A LETTER, WOULD IT BE REASONABLE TO ASSUME THAT YOU WOULD HAVE GIVEN THAT TO YOUR ATTORNEYS?

A. YES, UNLESS I MISPLACED IT. LIKE I SAID, WE MOVED OUR OFFICE. IF I MISPLACED IT SOMEWHERE, I WOULDN'T HAVE IT, BUT OTHER THAN THAT I WOULD HAVE GIVEN IT TO HER, UNLESS MR. WARD HAS A COPY THAT I DON'T HAVE.

Q. IF YOU TURN TO THE LETTER THAT HAS BEEN MARKED AS EXHIBIT EIGHT, YOU WILL SEE A FAX NUMBER: 864-488-3144.

A. YES, SIR.

Q. WAS THAT YOUR FAX NUMBER AT YOUR OFFICE IN GAFFNEY?

A. IT WAS.

Q. DO YOU CONTEND THAT BY EXTENDING THE LEASE AGREEMENT YOU WERE EXERCISING THE OPTION?

A. YES. MR. WARD HAD TOLD ME TO GO AHEAD AND FAX IT.

Q. SO, BY HAVING THE LEASE EXTENDED FOR THE TWO PERIODS, YOUR CONTENTION IS THAT WAS AN EXERCISE OF THE OPTION?

A. THAT WAS A REQUEST THAT MR. WARD HAD MADE. HE SAID, "GO AHEAD AND FAX THE LETTERS."

Q. DID THE SBA EVENTUALLY DO THE ENVIRONMENTAL STUDY OR WHATEVER IT HAD TO DO?

A. YES.

Q. DID THEY AUTHORIZE FUNDS TO BE PAID PURSUANT TO THE LOAN COMMITMENT?

A. FROM THE BEST OF MY RECOLLECTION, YES.

Q. DID YOU GIVE A COPY OF THE LOAN COMMITMENT TO YOUR LAWYERS?
A. I DON'T RECALL THAT. I WOULD HAVE GIVEN IT MOST PROBABLY TO STEVE QUERIN.
Q. NOW, HOW MUCH MONEY WERE YOU TO PAY ON MAY 17TH, 2007, UNDER THE OPTION AGREEMENT?
A. IT WAS 431,761.98.
Q. YOU DID NOT HAVE ON HAND AN APPROVED LOAN THAT COULD HAVE FUNDED THE $431,761.98 AS OF MAY 17TH, 2007, CORRECT?
A. I DID NOT HAVE A LOAN THAT COULD HAVE FUNDED IT. CORRECT.
Q. DID YOU EVER HAVE THE MONEY CALLED FOR UNDER THE OPTION AGREEMENT?
A. NO.
Q. JUST SO I UNDERSTAND, IF YOU HAD EXERCISED THE OPTION UNDER THE AGREEMENT AS YOU CONTEND, WHY IS IT NECESSARY FOR YOU TO GET AN EXTENSION OF THE LEASE AGREEMENT?
A. THAT WAS IN PLACE AND WE GOT THE EXTENSIONS ON IT. SO, DUE TO THE CONTRACT AND WE CAN BUY IT OUT WITHIN THE 60-DAY TERM OR 120-DAY TERM WITH THE FUND.
Q. DID YOU EVER SEEK A REFORMATION OF THE OPTION AGREEMENT?
A. I DON'T UNDERSTAND THAT.

Q. DID YOU EVER SEEK TO HAVE THE OPTION AGREEMENT CHANGED?
A. THAT'S WHAT THAT EXTENSION WAS SUPPOSED TO DO.
Q. WHEN YOU SAY "THAT EXTENSION," ARE YOU TALKING ABOUT THE LEASE AGREEMENT?
A. YES. IT WAS SUPPOSED TO EXTEND THE TIME IN WHICH TO BUY THE PROPERTY OUT.
Q. YOUR UNDERSTANDING WAS THAT THE SOLE EFFECT OF THAT LEASE AGREEMENT WAS TO CHANGE THE TIME TO EXERCISE THE OPTION?
A. YES, TO GIVE US AN EXTENSION.
Q. WHAT DO YOU BASE THAT ON?
A. FROM MY CONVERSATION WITH MR. WARD THAT SAID THAT WOULD BE DONE.
Q. IT WAS NOT ANY CONVERSATION THAT YOU HAD WITH MR. GARRETT?
A. NO.
Q. NO CONVERSATION YOU HAD WITH MR. HENDERSON?
A. NO.
Q. DID YOU EVER SEEK TO GET YOUR $100,000 BACK THROUGH THE REDEMPTION OF THE OPTION AGREEMENT?
A. I DON'T UNDERSTAND THAT QUESTION EITHER.
Q. DID YOU EVER SEEK TO GET THE $100,000 BACK THAT YOU PAID IN CONNECTION WITH THE OPTION?
A. I THINK MY ATTORNEYS DID. YES.

Q. HOW DID THEY GO ABOUT DOING THAT?
A. YOU WOULD HAVE TO ASK THEM. THEY WERE HANDLING THAT FOR ME.
Q. BEFORE MAY 17TH, 2007, DO YOU RECALL ANY CONVERSATION THAT YOU HAD WITH BILLY GARRETT ABOUT THIS MATTER?
A. NOT THAT I CAN RECALL.
Q. I'LL ASK YOU THE SAME THING ABOUT CARSON HENDERSON.
A. NOT THAT I CAN RECALL.
Q. DID YOU EVER MEET WITH BILLY GARRETT BEFORE MAY 17TH, 2007, ABOUT THIS MATTER?
A. NOT THAT I CAN RECALL.
Q. THE SAME QUESTION WITH REGARD TO CARSON HENDERSON?
A. THE SAME ANSWER: NOT THAT I CAN RECALL.
Q. DID YOU EVER HAVE ANY WRITTEN COMMUNICATION FROM BILLY GARRETT ABOUT THIS MATTER BEFORE MAY 17TH, 2007?
A. NOT THAT I REMEMBER EITHER.
Q. THE SAME THING WITH CARSON HENDERSON?
A. NOT THAT I CAN REMEMBER.
Q. DID YOU EVER HAVE ANY CONVERSATION OR MEETING WITH ANYONE ELSE AFFILIATED WITH THE GARRETT LAW FIRM ABOUT THIS MATTER BEFORE MAY 17TH, 2007?
A. NOT THAT I CAN REMEMBER, SIR.
Q. NOW, LET ME GET YOU TO TURN TO SECTION SEVEN OF THE

OPTION AGREEMENT, WHICH IS EXHIBIT THREE AND SECTION SEVEN. THIS SAYS, "SECTION SEVEN, BINDING EFFECT," AND GOING TO THE SECOND SENTENCE OF THAT PARAGRAPH IT SAYS, "NOTHING IN THIS OPTION TO PURCHASE REAL PROPERTY EXPRESSED OR IMPLIED IS INTENDED TO OR SHALL CONFER UPON ANY PERSON OR BUSINESS ENTITY OTHER THAN THE OPTIONOR AND THE OPTIONEE AND THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, PERSONAL REPRESENTATIVES, SUCCESSORS AND PERMITTED ASSIGNS, ANY RIGHTS, REMEDIES, OBLIGATIONS OR LIABILITIES." DID I READ THAT CORRECTLY?

A. YES.

Q. AND YOU UNDERSTAND THAT THE OPTIONOR WAS SCOTT WARD?

A. I DON'T UNDERSTAND THE LEGAL -- WHATEVER THE ATTORNEY WROTE. I DON'T KNOW WHAT IT MEANS. THE OPTIONOR, I GUESS, IS SCOTT WARD.

Q. ALL RIGHT, AND THE OPTIONEE UNDER THIS AGREEMENT IS MANI INVESTMENTS, LLC, CORRECT?

A. CORRECT. YES.

Q. AND THE AUTHOR OF THE LETTER OR LETTERS IDENTIFIED AS EXHIBITS SEVEN AND EIGHT -- HAVE YOU GOT THOSE BEFORE YOU?

A. YES.

Q. --- IS ANJAY PATEL SIGNING FOR MANI ONE, INC., CORRECT?

A. CORRECT.
Q. WOULD YOU AGREE WITH ME THAT MANI INVESTMENTS, LLC, NEVER SENT A LETTER TO SCOTT WARD SAYING IT WAS EXERCISING THE OPTION?
A. IT WAS ON MY PART. MANI INVESTMENTS NEVER DID. IT WAS MY PART IN MAKING THE MISTAKE. THE SPELLING.
Q. NOW, WHEN THE LAWSUIT WAS BROUGHT, INITIALLY THERE WAS A SUIT BROUGHT BY MANI INVESTMENTS, LLC, AGAINST SCOTT WARD, THE GARRETT LAW FIRM, CARSON HENDERSON AND BILLY GARRETT, JR. ARE YOU AWARE OF THAT?
A. YES.
Q. AND THEN IN SEPTEMBER, 2008, THERE WAS A HEARING BEFORE JUDGE SAUNDERS. ARE YOU ARE OF THAT?
A. YES.
Q. AND JUDGE SAUNDERS ISSUED AN ORDER DATED OCTOBER THE 2ND, 2008, WHICH WAS FILED ON OCTOBER THE 3RD, 2008. I AM GOING TO HAND YOU THIS AND ASK YOU IF YOU HAVE SEEN THAT.
A. YES.
Q. YOU HAVE RECEIVED THAT BEFORE, HAVEN'T YOU?
A. I THINK MY ATTORNEY DID.
Q. ALL RIGHT. HE HAS COMMUNICATED IT TO YOU?
A. YES.
BY MR. HOWSER:
LET'S GET HER TO MARK THAT AS EXHIBIT NINE.

(THE COURT REPORTER MARKS DEFENDANT'S EXHIBIT NUMBER NINE, COURT ORDER, ATTACHED.)

EXAMINATION RESUMED BY MR. HOWSER:

Q. IF WE LOOK AT PAGE TWO, AT THIS FOURTH LINE, IT READS AS FOLLOWS, DOES IT NOT: "AFTER HEARING ARGUMENTS FROM BOTH SIDES AND WEIGHING THE EVIDENCE IN THE LIGHT MOST FAVORABLE TO THE NON-MOVING PARTY," THAT WOULD BE IN FAVOR OF YOU, "THE COURT CONCLUDES THAT THE RULE 12(B)(6) MOTION," THAT'S THE MOTION TO DISMISS, "SHOULD BE GRANTED BECAUSE THE ALLEGATIONS OF THE COMPLAINT REVEAL THAT THE LEGAL ENTITY, WHICH WAS GRANTED THE OPTION UNDER THE PARTIES' CONTRACT, CLEARLY DID NOT EXERCISE THE OPTION IN WRITING AT ANY TIME NECESSITATING DISMISSAL OF THIS COMPLAINT." DID I READ THAT CORRECTLY?

A. YES.

Q. INSOFAR AS YOU KNOW, NO APPEAL WAS EVER TAKEN FROM THIS ORDER, WAS IT?

A. YOU'D HAVE TO ASK MY ATTORNEYS THAT.

Q. YOU ARE NOT AWARE OF ANY APPEAL?

A. AGAIN, I DON'T KNOW WHAT MY ATTORNEYS FILED. YOU WOULD HAVE TO TALK TO THEM ABOUT THAT.

BY MR. HOWSER:

LET ME SHOW YOU WHAT I AM GOING TO ASK THE

COURT REPORTER TO MARK AS EXHIBIT TEN.

(THE COURT REPORTER MARKS DEFENDANT'S EXHIBIT NUMBER TEN, COURT ORDER, ATTACHED.)

EXAMINATION RESUMED BY MR. HOWSER:

Q. ARE YOU FAMILIAR WITH EXHIBIT TEN?

A. NO, I'M NOT.

Q. I AM REPRESENTING TO YOU THAT EXHIBIT TEN IS A DOCUMENT ENTITLED, "FINAL ORDER DISMISSING COMPLAINT AGAINST DEFENDANTS, T. SCOTT WARD AND ONE STOP MARINA, INC., WITH PREJUDICE," AND IT IS SIGNED BY JUDGE GRIFFITH ON THE 18TH OF MAY, 2010, AND FILED ON MAY THE 28TH, 2010, IN GREENWOOD.

A. OKAY.

Q. IF YOU LOOK AT THE LAST PAGE, IT SHOWS THAT A COPY OF THIS ORDER WAS SERVED ON YOUR ATTORNEYS. DO YOU SEE THAT?

A. YES.

Q. AND THIS ORDER STATES IN PARAGRAPH NUMBER THREE ON THREE OF SEVEN, "ON OCTOBER 2, 2008, THE HONORABLE WYATT T. SAUNDERS, JR., PURSUANT TO DEFENDANT, T. SCOTT WARD'S RULE 12(B)(6) MOTION FOUND AS A MATTER OF LAW THAT MANI INVESTMENTS, LLC, LEGAL ENTITY THAT WAS GRANTED THE OPTION TO PURCHASE UNDER THE PARTIES' CONTRACT DID NOT EXERCISE THE OPTION AND THE COURT DISMISSED THE PLAINTIFF'S COMPLAINT IN C/A

NO. 2007-CP-24-1136." DO YOU SEE THAT?

A. I DO.

Q. DID I READ THAT CORRECTLY?

A. YOU DID.

Q. THEN IF WE LOOK AT PAGE FOUR OF SEVEN, I AM READING AT THE LAST PARAGRAPH. THE CONCLUSIONS OF LAW ARE, "JUDGE SAUNDERS' FINAL ORDER ADJUDICATED THE CONTRACTUAL RIGHTS OF THE PARTIES UNDER THEIR OPTION CONTRACT ADVERSELY TO THE PLAINTIFF, MANI INVESTMENTS, INC. JUDGE SAUNDERS' ORDER NOW EFFECTIVELY BARS ALL OF THE PLAINTIFFS' NEW LAWSUIT AGAINST T. SCOTT WARD AND ONE STOP MARINA FOR TWO REASONS. FIRST, THE DOCTRINE OF RES JUDICATA PRECLUDES MANI INVESTMENTS, INC., UNDER THE CIRCUMSTANCES OF THIS CASE FROM FILING A NEW COMPLAINT." THEN, IT SKIPS DOWN. IT SAYS, "SECOND, THE PLAINTIFFS, IN AN UNSUCCESSFUL ATTEMPT TO AVOID THE APPLICATION OF RES JUDICATA JOINED NEW PLAINTIFFS AND DEFENDANTS." DID I READ THOSE CORRECTLY?

A. YES.

Q. THEN IT GOES ON TO DISMISS THIS CASE, PAGE SEVEN OF SEVEN, CORRECT?

A. CORRECT.

Q. ARE YOU AWARE OF WHETHER ANY APPEAL HAS BEEN TAKEN

FROM THIS ORDER?

A. I'M NOT AWARE OF THAT. MY ATTORNEY WOULD KNOW ALL OF THAT.

Q. CAN YOU TELL ME HOW YOU CONTEND THAT YOU, MR. PATEL, AND MANI ONE, INC., HAVE SUSTAINED ANY DAMAGES DIFFERENT FROM THOSE SUSTAINED BY MANI INVESTMENTS, LLC.

A. THE MONEY THAT WE PUT OUT THERE.

Q. WELL, THE MONEY WAS PUT OUT BY MANI INVESTMENTS, LLC, WAS IT NOT ---

A. IT WAS FOR ME.

Q. WELL, HAVE YOU MADE DEMAND ON MANI INVESTMENTS, LLC, TO PAY YOU BACK?

A. THEY DON'T HAVE IT BECAUSE THE WAY THEY WERE GOING TO PAY US BACK WAS WHEN THEY ACQUIRED THE PROPERTY.

Q. WELL, THEN HOW HAS MANI ONE BEEN DAMAGED?

A. MANI ONE WAS THE OPERATING STORE -- WAS OPERATING THE BUSINESS AND THEY BUILT UP A GOODWILL FOR THE BUSINESS WHILE THEY WERE OPERATING IT, AND WHEN THEY LOST IT, THEY LOST THE GOODWILL. THE VALUE OF THE BUSINESS.

Q. DID YOU EVER MAKE KNOWN TO ANYONE, SUCH AS RENEE SIMCHON, THAT MANI ONE OPERATED THE BUSINESS?

A. NOT THAT I CAN RECALL.

Q. WELL, SHE HAD NO KNOWLEDGE OF MANI ONE, DID SHE?

SHE WAS DEALING WITH MANI INVESTMENTS, CORRECT?
A. I DON'T REMEMBER. I DON'T KNOW.
Q. YOU UNDERSTOOD WHAT THE COURT WAS SAYING IS THAT THE PERSON WHO HAD TO EXERCISE THE OPTION WAS MANI INVESTMENTS, CORRECT?
A. CORRECT.
Q. IF THE COURT FOUND THAT MANI INVESTMENTS DID NOT PROPERLY EXERCISE THE OPTION, WOULDN'T YOU AGREE THAT NOTHING BILLY GARRETT, CARSON HENDERSON OR THE GARRETT LAW FIRM DID OR DID NOT DO CAUSED ANY DAMAGE TO MANI INVESTMENTS?
A. I DON'T KNOW.
Q. AS YOU SIT HERE TODAY, YOU CANNOT ---
A. I CAN'T MAKE A DISTINCTION OR GIVE AN ANSWER ON THAT. I HAVE NO IDEA HOW TO ANSWER THAT QUESTION.
Q. HOW DO YOU CONTEND THAT THE GARRETT LAW FIRM OR BILLY GARRETT OR CARSON HENDERSON, ASSUMING THEY REPRESENTED YOU, FAILED TO PROVIDE COMPETENT REPRESENTATION TO YOU?
A. THAT'S FROM MY ATTORNEYS. I JUST GAVE THEM THE DOCUMENTS WE HAD AND THEY FIGURED THAT ONE OUT.
Q. HOW DO YOU CONTEND THEY FAILED, IF YOU SO CONTEND, THAT THEY FAILED TO GIVE YOU INDEPENDENT CANDID ADVICE ABOUT THIS TRANSACTION?
A. AGAIN, THAT WOULD BE A QUESTION FOR MY ATTORNEYS.

Q. HOW DO YOU CONTEND THAT IF THE GARRETT LAW FIRM OR BILLY GARRETT OR CARSON HENDERSON REPRESENTED YOU THAT THEIR RELATIONSHIP WITH SCOTT WARD AND ONE STOP MARINA, INC., ADVERSELY AFFECTED YOU IF YOU FAILED TO EXERCISE THE OPTION PROPERLY AS FOUND BY THE COURT?

A. AGAIN, YOU WOULD HAVE TO ASK THAT TO THE ATTORNEYS. I CAN'T ANSWER THOSE QUESTIONS.

Q. DO YOU HAVE ANY KNOWLEDGE ABOUT WHETHER THE GARRETT LAW FIRM, CARSON HENDERSON OR BILLY GARRETT HAD A CONFLICT IN REPRESENTING YOU AND MR. WARD, IF, IN FACT, THEY REPRESENTED YOU?

A. I DON'T KNOW.

Q. I UNDERSTOOD WHAT YOU ARE TELLING ME IS THAT RENEE SIMCHON SAID THAT THEY COULD REPRESENT BOTH OF YOU?

A. THAT'S WHAT SHE SAID. YES.

Q. SHE TOLD YOU THAT FROM THE GET-GO?

A. FROM THE OFFICE, YES.

Q. OKAY. DID YOU HAVE ANY KNOWLEDGE AS TO WHETHER OR NOT THROUGH RENEE SIMCHON THAT THE GARRETT LAW FIRM, AND/OR BILLY GARRETT AND/OR CARSON HENDERSON HAD A LONG-TERM RELATIONSHIP WITH SCOTT WARD AND ONE STOP MARINA?

A. I DIDN'T KNOW THAT.

Q. WHEN YOU WERE GIVEN THE CLOSING STATEMENT, WHICH

SHOWED THAT SOME MONEY WAS BEING TAKEN OUT FOR PAST DUE REPRESENTATION, DID YOU RAISE ANY ISSUE

A. I DID NOT.

Q. --- OR ASK ANY QUESTION ABOUT IT?

A. NO, SIR.

Q. LET ME SHOW YOU THIS. IF YOU WOULD LOOK AT THE COMPLAINT IN PARAGRAPH 33, ALL OF THOSE VARIOUS SUB-PARAGRAPHS. I WOULD SIMPLY ASK YOU WOULD YOUR ANSWER BE THE SAME, THAT WE WOULD HAVE TO ASK YOUR ATTORNEYS? THAT YOU DO NOT KNOW? TAKE YOUR TIME AND READ IT.

A. YES, SIR.

Q. FLIP IT OVER A COUPLE MORE.

A. YES, SIR.

Q. MR. QUERIN ---

A. QUERIN.

Q. --- QUERIN -- EXCUSE ME -- WAS REPRESENTING YOU IN CONNECTION WITH THE SBA LAW?

A. YES, SIR.

Q. LET ME SHOW YOU A DOCUMENT. I GUESS I DON'T HAVE AS MANY. I'LL GIVE JOHNNY ONE.

BY MR. STRICKLAND:

I'LL SHARE WITH HIM.

BY MR. HOWSER:

OKAY. THIS IS GOING TO BE EXHIBIT 11.

(THE COURT REPORTER MARKS DEFENDANT'S EXHIBIT NUMBER 11, LETTER, ATTACHED.)

EXAMINATION RESUMED BY MR. HOWSER:

Q. THIS IS A LETTER SENT TO YOU, CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DATED AUGUST 27TH, 2007, CORRECT?

A. CORRECT.

Q. YOU RECEIVED THIS LETTER, DID YOU NOT?

A. YES, SIR. I DID.

Q. AND IT IS FROM SCOTT WARD?

A. YES.

Q. HE ADVISES YOU THAT HE IS NOT WILLING TO EXTEND THE LEASE AGREEMENT. HE SAYS, QUOTE, "I AM SORRY THAT YOU FAILED TO EXERCISE YOUR OPTION TO BUY THE PROPERTY WITHIN THE TERMS OF THE OPTION TO PURCHASE REAL PROPERTY," CORRECT?

A. CORRECT.

Q. THIS LETTER WAS FROM SCOTT WARD, NOT FROM BILLY GARRETT?

A. CORRECT.

Q. NOT FROM CARSON HENDERSON?

A. CORRECT.

Q. NOT FROM THE GARRETT LAW FIRM?

A. CORRECT.

Q. THE POSITION OF MR. WARD WAS THAT YOU HAD NOT

EXERCISED THE OPTION WITHIN THE TERMS OF THE OPTION TO PURCHASE?

A. CORRECT.

Q. DID YOU MOVE FROM THE PREMISES AFTER SEPTEMBER 17TH?

A. WE BEGAN TO MOVE. I DON'T KNOW WHEN WE MOVED, BUT WE DID BEGIN. WE DID VACATE THE PREMISES.

BY MR. HOWSER:

GIVE ME A COUPLE OF MINUTES WITH MR. HENDERSON.

(OFF THE RECORD)

EXAMINATION RESUMED BY MR. HOWSER:

Q. MR. PATEL, DO YOU REMEMBER DURING THE TERM OF THE LEASE GETTING A LETTER ADVISING YOU THAT MANI INVESTMENTS WAS BEHIND IN THE PAYMENT OF TAXES AND INSURANCE AND IF THAT WERE NOT CORRECTED, THE LEASE WOULD BE TERMINATED?

A. I RECALL SOMETHING LIKE THAT, BUT I DON'T RECALL THE SPECIFICS OF THAT.

Q. OKAY. DO YOU RECALL WHETHER OR NOT THAT WAS A CERTIFIED LETTER, RETURN RECEIPT REQUESTED?

A. I DON'T RECALL THAT. NO, SIR.

Q. WHY HAVE YOU NAMED CARSON HENDERSON AS A DEFENDANT IN THIS LAWSUIT?

A. I WOULD DEFER THAT TO MY ATTORNEY AGAIN BECAUSE HE ADVISED ME WHICH WAY TO GO AND THAT'S THE WAY I WENT.

Q. ARE YOU AWARE THAT MR. WARD HAS BEEN AWARDED ATTORNEYS' FEES AGAINST YOU?
A. I DON'T KNOW.
Q. YOU DO NOT KNOW THAT?
A. NO, SIR.
Q. YOU HAVE NOT BEEN INFORMED OF THAT?
A. NOT YET, NO.

BY MR. HOWSER:

THANK YOU, SIR.

BY MR. STRICKLAND:

I'VE JUST GOT A FEW QUESTIONS.

EXAMINATION BY MR. STRICKLAND:

Q. IN THE BEGINNING OF ALL OF THIS, WHO DID YOU THINK REVIEWED THOSE DOCUMENTS?
A. THE GARRETT LAW FIRM, THE ATTORNEYS.
Q. ON WHOSE BEHALF?
A. ON MY BEHALF AND MANI INVESTMENTS' BEHALF AND MANI ONE.
Q. DID ANY ATTORNEY AFFILIATED WITH THIS CASE TELL YOU THAT THEY DID NOT REPRESENT YOU?
A. NO, SIR.
Q. WHO DID YOU THINK YOUR ATTORNEY WAS?
A. THE GARRETT LAW FIRM.
Q. AND THE REASON WAS?
A. WAS AT THE CLOSING. WE HAD WRITTEN THAT AND

REQUESTED THAT THEY REPRESENT US ON THIS.

Q. WHOSE EXPERTISE WERE YOU DEPENDING ON?

A. ON THE ATTORNEYS AT THE GARRETT LAW FIRM.

Q. WHEN YOU SAID YOU WANTED TO DISCUSS THIS WITH YOUR ATTORNEY OR DISCUSS ANYTHING WITH YOUR ATTORNEY, WHO WOULD YOU HAVE MEANT?

A. I WOULD'VE MEANT THEM, THE GARRETT LAW FIRM.

Q. OKAY. WERE YOU AWARE THAT THE GARRETT LAW FIRM WAS REPRESENTING BOTH PARTIES?

A. THAT WAS MY UNDERSTANDING, YES.

Q. AS FAR AS THE CONTRACT, DID YOU THINK THAT THIS WAS A BUY-SALE CONTRACT OR A LEASE WITH OPTION OR A CONTRACT FOR DEED?

A. MY UNDERSTANDING WAS IT WAS A CONTRACT FOR DEED. THAT'S WHAT I THOUGHT IT WAS.

Q. EXHIBIT NUMBER FOUR. THIS IS THE CLOSING STATEMENT. IT TALKS ABOUT SOME THINGS THAT WERE DEDUCTED. THERE IS DEDUCTIONS FROM THE GARRETT LAW FIRM. OKAY? THIS COMMISSION TO GREENWOOD REALTY, THEY REPRESENTED BOTH OF YOU ALL, THE BUYER AND SELLER, IS THAT RIGHT?

A. YES.

Q. OKAY, AND SO, THAT WAS PAID ON BEHALF OF BOTH OF YOU?

A. YES, IT WAS PART OF THE COMMISSION.

Q. WHAT DO YOU THINK THE PURPOSE OF THE TWO ADDITIONAL LEASES WERE?
A. IT WAS GIVING US AN EXTENSION TO CLOSE ON THE LOAN. THAT'S WHAT WE HAD REQUESTED.
Q. AT ANY TIME PRIOR TO THOSE TWO LEASES, THOSE TWO EXTENSION LEASES, DID YOU EVER GET A LETTER? DID YOU EVER GET ANYTHING THAT SAYS, "YOU FAILED TO EXERCISE YOUR OPTION"?
A. NO, SIR.
Q. SO, IN YOUR MIND, AS FAR AS YOU KNEW, THE CORPORATION HAD EXERCISED THEIR OPTION AND THE TWO LETTERS WERE BASICALLY GIVING YOU MORE TIME TO CLOSE, TO GET THE LOANS IN PLACE?
A. YES, SIR.
Q. DID SCOTT WARD SCHEDULE A CLOSING ON MAY 17TH, 2007?
A. NO, HE DIDN'T.
Q. DID SCOTT WARD EXTEND THE CLOSING SO THAT YOU COULD GET THE FUNDING PRIOR TO EXTENDING THE LEASE?
A. HE EXTENDED THE LEASES. THAT WAS THE IDEA, THAT, THAT WOULD BE EXTENDING THE CLOSING DATES.
Q. ALL RIGHT. AS FAR AS THE SIGNING, GOING BACK TO SIGNING THE ORIGINAL LEASE AND THEN OPTION, IS IT POSSIBLE THAT MR. GARRETT OR MR. HENDERSON WERE AT THE SIGNING AND THAT YOU JUST DID NOT SEE THEM OR YOU DID NOT RECOGNIZE THEM?

BY MR. HOWSER:

OBJECT TO THE FORM.

THE WITNESS ANSWERS:

A. IT IS POSSIBLE. I WAS AT THE LAW FIRM. I JUST DON'T KNOW WHO WAS THERE OR REPRESENTED WHEN WE CLOSED.

EXAMINATION RESUMED BY MR. STRICKLAND:

Q. OKAY. WHO TOOK THE OPTION AGREEMENT OUT OF THOSE TWO LEASE EXTENSIONS?

A. WHEN YOU SAY, "WHO TOOK" ---

Q. WELL, IN OTHER WORDS, THE OPTION AGREEMENT WAS NOT IN THOSE TWO LEASE EXTENSIONS.

A. I UNDERSTAND.

Q. WHO DREW UP THOSE LEASE AGREEMENTS?

A. MR. WARD HAD SOMEONE DRAW THEM. I THINK THE GARRETT LAW FIRM WAS THE ONE WHO DREW THEM, FROM WHAT I COULD TELL FROM THE FAX MACHINE, BUT ---

Q. SO, THAT WOULD HAVE BEEN THE GARRETT LAW FIRM?

A. THAT'S WHAT I PRESUMED.

Q. WERE YOU GIVEN NOTICE THAT THE OPTION AGREEMENT WAS TAKEN OUT OF THOSE TWO?

A. NO.

Q. LOOK AT NUMBER 11. I THINK YOU HAVE GOT THAT.

A. YES.

Q. WHO WAS THAT SENT TO?

A. MANI ONE, INC., D/B/A CORNER STOP 41 AND ANJAY R. PATEL.
Q. THIS SAME CERTIFIED LETTER, WAS IT EVER SENT TO MANI INVESTMENTS?
A. NO, SIR, NOT THAT I CAN REMEMBER.
Q. SO, MANI INVESTMENTS WAS NEVER PUT ON NOTICE?
A. NOT THAT I CAN RECALL.

BY MR. STRICKLAND:

THAT'S ALL I HAVE.

BY MR. HOWSER:

A COUPLE OF FOLLOW-UPS.

RE-EXAMINATION BY MR. HOWSER:

Q. IS IT YOUR TESTIMONY THAT YOU WROTE THE GARRETT LAW FIRM AND REQUESTED THAT THEY REPRESENT YOU?
A. NO. RENEE SIMCHON WROTE ON ADVICE OF THE CONTRACT -- - SHE ASKED US.
Q. NO SEPARATE DOCUMENT OTHER THAN THE RENEE SIMCHON CONTRACT ---
A. YES, SIR.
Q. --- THAT HAS BEEN MARKED AS EXHIBIT NUMBER ONE?
A. RIGHT. THAT'S WHAT SHE WANTED TO KNOW, WHICH ATTORNEY TO USE FOR THE CLOSING, AND THAT'S WHO WE PICKED OUT.
Q. YOU SAID THAT YOU THOUGHT THIS WAS A CONTRACT FOR DEED?

A. YES, SIR.
Q. WHAT DO YOU MEAN BY "A CONTRACT FOR DEED"?
A. FROM MY UNDERSTANDING, A CONTRACT FOR DEED WOULD BE -- IT'S LIKE AN OWNER-FINANCED THING. WE PAID THE $300,000 DOWN. WE WOULD FINANCE IT FOR A PERIOD OF 36 MONTHS. AFTER 36 MONTHS WHEN WE PAY OFF THE BALANCE, YOU WOULD TRANSFER THE DEED TO OUR NAME AT THAT MOMENT. UNTIL THAT TIME, THE DEED WOULD BE HELD IN HIS NAME.
Q. WELL, BUT THE DOCUMENT ITSELF WAS CALLED "OPTION TO PURCHASE," WAS IT NOT?
A. THE DOCUMENT -- THE ORIGINAL PURCHASE AGREEMENT SPECIFIES A CONTRACT FOR DEED. THE OPTION AGREEMENT WAS DONE BY GARRETT LAW FIRM.
Q. WHAT WE ARE LOOKING AT IS EXHIBIT ONE AND, AGAIN, TURNING TO PARAGRAPH NUMBER 40.
A. YES, SIR.
Q. "THE GARRETT LAW FIRM TO PREPARE OWNER FINANCE AGREEMENT AND RECORD AT LOCAL COURTHOUSE OR LEASE WITH OPTION AGREEMENT, WHICHEVER DOCUMENT CAROLINA FIRST MORTGAGE HOLDER WILL APPROVE FOR THIS TRANSACTION." DO YOU HAVE ANY KNOWLEDGE AS TO WHAT CAROLINA FIRST MORTGAGE WOULD APPROVE?
A. WE WERE TOLD THAT. THAT'S WHAT THE GARRETT LAW FIRM AND SCOTT WARD WERE GOING TO TALK TO HIM AND THAT'S

WHAT WE WERE GOING TO TRY AND FIGURE OUT HOW TO DO IT.

Q. AS YOU SIT HERE TODAY, YOU HAVE NO INFORMATION THAT WHAT WAS PREPARED WAS INCONSISTENT WITH WHAT CAROLINA FIRST MORTGAGE WANTED?

A. I DON'T KNOW.

Q. MR. GARRETT AND MR. HENDERSON DID NOT TELL YOU THAT THE EXTENSION OF THE LEASE AGREEMENT WAS AN EXTENSION TO CLOSE ON THE LOAN, DID THEY? THAT CAME FROM MR. WARD?

A. ALL I GOT WAS THE LEASE THROUGH THE FAX AND THAT IS WHAT IT WAS.

Q. YOU NEVER ASKED BILLY GARRETT, CARSON HENDERSON OR THE GARRETT LAW FIRM IF YOUR ENTERING IN TO THE LEASE EXTENSIONS EXTENDED THE TIME TO CLOSE ON THE LOAN, DID YOU?

A. I TALKED TO MR. WARD ABOUT IT AND HE WAS SUPPOSED TO RELAY THAT TO THE ATTORNEYS. THAT'S WHY WE GOT THE EXTENSION, SO WE COULD CLOSE ON THE LOAN.

Q. YOU DO NOT HAVE ANY KNOWLEDGE AS TO WHETHER OR NOT HE CONVEYED THAT TO MR. GARRETT OR MR. HENDERSON OR THE GARRETT LAW FIRM?

A. NOT THAT I KNOW OF. THE ONLY REASON I THOUGHT THEY MIGHT HAD IS BECAUSE THEIR FAX CAME WITH THEIR NAME ON IT.

Q. OKAY. THANK YOU, SIR. WHY WAS RENEE SIMCHON DROPPED FROM THE LAWSUIT?

A. AGAIN, MY ATTORNEYS WOULD HAVE TO ANSWER THAT. I DON'T KNOW. HE TOOK THAT DECISION. YOU WOULD HAVE TO TALK TO THEM.

BY MR. HOWSER:

OKAY. THANK YOU. THANK YOU, GENTLEMEN.

(THERE BEING NO FURTHER QUESTIONS, THE DEPOSITION WAS CONCLUDED AT THE HOUR OF 12:59 P.M.)

STATE OF SOUTH CAROLINA — CERTIFICATE OF NOTARY PUBLIC

COUNTY OF GREENWOOD — CASE NO. 2009-CP-24-01181

****
ANJAY PATEL, MANI INVESTMENTS, LLC, D/B/A CORNERSTOP STORES AND MANI ONE, INC.,

PLAINTIFFS,

VERSUS

THE GARRETT LAW FIRM, PC, CARSON M. HENDERSON, BILLY J. GARRETT, JR., T. SCOTT WARD, ONE STOP MARINA, INC., GREENWOOD REALTY, INC., RENEE SIMCHON,

DEFENDANTS.
****

I, DIXY M. TURNER, A NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA, DULY COMMISSIONED AND QUALIFIED AS SUCH, DO HEREBY CERTIFY THAT THE FOREGOING **90** PAGES REPRESENT A TRUE AND ACCURATE TRANSCRIPT OF THE FOREGOING DEPOSITION OF **ANJAY R. PATEL** TAKEN BY ME ON THE 20TH DAY OF AUGUST, 2010.

THAT THE DEPONENT WAS DULY PLACED UNDER OATH AND ADMONISHED TO SPEAK THE WHOLE TRUTH. THAT THE ORAL TESTIMONY WAS DULY TAKEN AND TRANSCRIBED AS TO THE QUESTIONS PROPOUNDED AND THE ANSWERS GIVEN.

THAT ALL OFFERED EXHIBITS, STIPULATIONS AND OBJECTIONS, IF ANY, INVOLVED IN THIS CAUSE ARE DULY ATTACHED OR INCLUDED HEREIN.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL THIS 26TH DAY OF AUGUST, 2010.

Dixy Moore Turner

DIXY M. TURNER
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 12-17-2017

* THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.

COMMERCIAL PURCHASE AGREEMENT AND DEPOSIT RECEIPT

One Stop Marina, Inc. C. Scott Hurd, hereinafter designated as "SELLER", has received from Corner Stop Stores, Jay Patel, hereinafter designated as "BUYER", the amount set forth below as DEPOSIT (Item 1-A) on account of the PURCHASE PRICE of ($ 600,000—) Six Hundred Thousand 00/— Dollars, for the real property known as:

Lot_____ Block_____ Section_____ Subdivision_____

Address 5201 Old Laurens Rd.

Tax Map # 135-07-01-001 City Greenwood Zip 29646

County of Greenwood, State of South Carolina.

1. FINANCING TERMS AND LOAN PROVISIONS.

A. $ 5,000 00/— DEPOSIT evidenced by check [✓] or other [ ], payable to Gwd Realty, Inc. and held uncashed until acceptance and deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations to be held in trust by Gwd Realty, Inc., as Escrow Agent..

B. $_____ ADDITIONAL CASH DEPOSIT in escrow [—] within — days from acceptance [—] upon receipt of loan commitment per Item 2; [—] Other: —.

C. $_____ BALANCE OF CASH PAYMENT at closing.

FIRST LOAN

D. $_____ Proceeds from New First Loan: [—] FIXED RATE [—] Other: — for a term of — years, with interest not to exceed —%, payable at approximately _____ p/mo., [—] including taxes and insurance, [—] not including taxes and insurance, with the balance due not less than — years, [—] Other terms: _____. Loan fee not to exceed —% plus $—. Loan fee paid by _____.

E. $_____ Existing First Loan [—] ASSUMPTION OF THE MORTGAGE (WITH RELEASE OF LIABILITY), [ ] ASSIGNMENT OF THE PROPERTY SUBJECT TO THE MORTGAGE (WITHOUT RELEASE OF LIABILITY), [—] SUBJECT TO existing first loan of record: [—] fixed rate [—] other: payable at $_____ per month, with interest currently at —%, [ ] including taxes and insurance, [ ] not including taxes and insurance, with interest rate to be adjusted to: —%. Other terms: _____ Held by: _____ Assumption fee, if any, not to exceed _____. Charges related to assumption shall be paid by _____ Conditioned upon BUYER's approval of terms of said loan pursuant to Item 8, Existing Loans. 113969.9

F. $ 500,000 00/— SELLER FINANCING. First loan secured by the property, payable at $ 6000.00 per month, or more, including 5 % interest, with the entire balance due 3 years from date of conveyance. A late charge of $ 100 — shall be due on monthly payments tendered more than 10 days late. See Item 11, CREDIT APPROVAL.

JUNIOR LOANS

G. $_____ PROCEEDS FROM NEW SECOND LOAN: [—] Fixed Rate [—] Other: Amortization — years, with interest not to exceed —%, payable at approximately $_____ p/mo., with the balance due not less than — years. [—] Other terms: _____. Loan fee not to exceed —%. Loan fee paid by _____.

[✓] BUYER [ ] BUYER AND [✓] SELLER [ ] SELLER HAVE READ THIS PAGE.

DEFENDANT'S EXHIBIT 1 Patel 5/20/10

H. $ _____ EXISTING SECOND LOAN [ ] ASSUMPTION OF THE MORTGAGE (WITH RELEASE OF LIABILITY), [ ] ASSIGNMENT OF THE PROPERTY SUBJECT TO THE MORTGAGE (WITHOUT RELEASE OF LIABILITY), [ ] SUBJECT TO existing second loan of record: [ ] FIXED RATE, [ ] Other _____ payable at $_____ per month, with interest currently at _____%. Interest Rate to be adjusted to: _____ %. Other terms _____. Held by: _____. Assumption Fee, if any, not to exceed _____ %. All charges related to assumption shall be paid by _____. Conditioned upon BUYER's approval of terms of said loan pursuant to Item 8, EXISTING LOANS.

I. $ 1st Mortgage for Purchase SELLER FINANCING. [ ] Second, [ ] Third Loan secured by the property, payable at $_____ per month, or more, including _____ % interest, with the entire balance due _____ years from date of conveyance. A late charge of $_____ shall be due on monthly payments tendered more than ____ days late. See Item 11, CREDIT APPROVAL.

J. $ 100,000 OTHER: Downpayment paid at Closing

K. $ 600,000 00 TOTAL PURCHASE PRICE (not including closing costs). Any net differences between the approximate balances of encumbrances shown above are to be assumed, assigned or taken subject to, and the actual balances at close of escrow shall be adjusted in [_____] Cash, [_____] Other: _____.

2. **LOAN PROCESSING AND APPLICATION.** Buyer's obligation is contingent upon Buyer obtaining said loan. Buyer shall apply for said loan from _____ (Lender) within _____ days from the execution of this contract. Should the Buyer fail to make loan application within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice, and retain the earnest money deposit. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action which is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating Broker(s) or Agent(s).

3. **BONDS AND ASSESSMENTS.** In the event there is a bond or assessment which has an outstanding principal balance and is a lien upon the property, such principal shall be [ ] paid by SELLER, or [ ] assumed by BUYER. In the event of assumption, said obligation(s) [ ] shall, [ ] shall not be deducted from the purchase price at closing. (This paragraph is not concerned with ongoing payments collected on the property tax bill assessments which are not liens upon this property).

4. **CLOSING.** On or before April 30, 2004, SELLER agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of encumbrances, except as herein stated. SELLER agrees to pay all statutory deed recording fees, formerly known as documentary stamp taxes. At closing, BUYER agrees to have cash, cashier's check or certified funds drawn on a local bank in the amount of the balance of the purchase price plus all costs payable to the closing attorney or escrow agent.

5. **EVIDENCE OF TITLE** in the form of:
[ ] A policy of title insurance
[ ] An abstract of title from an attorney
[ ] Other: _____
Paid by: _____

6. **VESTED TITLE.** The deed shall be prepared in the name(s) of T. Scott Ward until paid in full in 36 months.

7. **SURVIVAL.** The omission from closing of any provision herein shall not waive the right of any party. All representations or warranties shall survive the conveyance of the property.

[ ] BUYER [ ] BUYER AND [ ] SELLER [ ] SELLER HAVE READ THIS PAGE.

8. **EXISTING LOANS.** SELLER shall, **within three (3) days of acceptance**, provide BUYER with all notes and mortgages to be assumed, assigned, or taken subject to, and **within five (5) days of receipt thereof**, BUYER shall in writing notify SELLER of BUYER's approval or disapproval of the terms of said documents which shall not be unreasonably withheld. **Within three (3) days of acceptance**, SELLER shall submit written request for a current statement of condition on the above loan or loans. SELLER warrants that all loans in the transaction will be current at closing.

9. **DUE ON SALE CLAUSE.** If the note or mortgage for any existing loan contains an acceleration or DUE ON SALE clause, the Lender may demand full payment of the entire loan balance as a result of this transaction. Both parties acknowledge that they are not relying on any representation by the other party or the Broker with respect to the enforceability of such a provision in existing notes or mortgages, mortgages to be executed in accordance with this Agreement. Both parties have been advised by the Broker to seek independent legal advice with respect to these matters.

10. **BALLOON PAYMENT.** Both parties acknowledge they have not received or relied upon any statements or representations made to them by Broker regarding availability of funds, or rate of interest at which funds might be available, when BUYER becomes obligated to refinance or pay off remaining balance of any loan pursuant to the terms of this Agreement.

11. **CREDIT APPROVAL.** In the event of SELLER financing, BUYER shall furnish SELLER **within three (3) days of acceptance**, a customary financial statement for the sole purpose of credit approval, such approval shall not be unreasonably withheld. BUYER authorizes SELLER to engage the services of a reputable credit reporting agency for this purpose at BUYER's expense, and SELLER shall notify BUYER **within ten (10) days of receipt** of financial statement, of approval or disapproval of BUYER's credit.

12. **DEFINITIONS.** BROKER includes cooperating brokers and all salespersons. DAYS means calendar days unless otherwise specified. DATE OF ACCEPTANCE means the date the SELLER accepts the offer or the BUYER accepts the counteroffer. DELIVERED means personally delivered or mailed by certified mail; in the event of mailing, delivery shall be deemed to have been made on the day following the date of mailing evidenced by the postmark on the envelope containing the delivered mail.

13. **TIME IS OF THE ESSENCE.** TIME IS OF THE ESSENCE FOR THIS AGREEMENT. All modifications and extensions shall be in writing and signed by all parties.

14. **CONDITIONS SATISFIED/WAIVED IN WRITING.** Each condition or contingency, approval and disapproval herein shall be satisfied according to its terms or waived in writing by the benefiting party **within the time limits specified** (or any extension thereof agreed to by the parties in writing), or this Agreement shall terminate and all deposits returned to BUYER to the date of cancellation of this transaction. This paragraph contemplates that each party shall diligently pursue the completion of this transaction.

15. **INSURANCE.** In the event of financing, BUYER shall obtain hazard insurance prepaid for one year in an amount satisfactory to the loan holders and covering one hundred percent replacement cost of improvements, and to name holders of the secured loans as additional loss payees. BUYER agrees further to annually increase said insurance if necessary, to equal the current replacement cost of the property during the term of the loan holder's mortgages. BUYER shall instruct the insurance carrier to deliver to SELLER before closing a certificate providing for 30 days written notice in the event of cancellation.

16. **DESTRUCTION OF IMPROVEMENTS.** If the improvements of the property are destroyed, materially damaged, or found to be materially defective prior to closing, BUYER shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement. In the event BUYER elects to terminate this Agreement, BUYER may terminate this transaction by written notice to SELLER'S Broker or Agent, and all deposits shall be returned to BUYER.

In the event BUYER does not elect to terminate the Agreement, BUYER shall be entitled to receive in addition to the property any insurance proceeds payable on account of the damage or destruction, the property and the insurance proceeds payable shall not exceed the value of the purchase price and in the event this happens, the Seller shall be entitled to the remainder of the insurance proceeds.

[ ]BUYER [ ]BUYER AND [ ]SELLER[ ] SELLER HAVE READ THIS PAGE.

17. **NOTICE OF VIOLATIONS.** By acceptance hereof, SELLER warrants that SELLER has no notice of violations relating to the property from city, county, or state agencies.

18. **INCOME AND EXPENSE STATEMENT.** SELLER shall deliver to BUYER for BUYER's approval a true and complete statement of rental income and expenses for BUYER's approval **within seven (7) days of acceptance.** BUYER's obligations are conditioned upon approval of said statement. BUYER shall be deemed to have approved said statement unless written notice to the contrary is delivered to SELLER or SELLER's agent **within seven (7) days of receipt** of said statement by BUYER, in which case BUYER may have deposit returned and both parties shall be relieved of all obligations hereunder.

19. **EXISTING LEASES.** Subject to existing leases and rights of parties in possession under month-to-month tenancies, **within seven (7) days of acceptance,** SELLER shall deliver to BUYER for BUYER's approval copies of all existing leases and rental agreements, as well as copies of all outstanding notices sent to tenants, and a written statement of all oral agreements with tenants, incurred defaults by SELLER or tenants, claims made by or to tenants, and a statement of all tenants' deposits held by SELLER, all of which SELLER warrants to be true and complete. BUYER's obligations are conditioned upon approval of existing leases. BUYER shall be deemed to have approved said documents unless written notice to the contrary is delivered to SELLER or SELLER's Agent **within seven (7) days of receipt** of said documents, in which case BUYER may have deposit returned and both parties shall be relieved of all obligations hereunder.

BUYER's obligations hereunder are conditioned upon receipt at closing of estoppel certificates executed by each tenant acknowledging that the lease or rental agreement is in effect, that no lessor default exists, and stating the amount of any prepaid rent or security deposit.

20. **SERVICE CONTRACTS.** SELLER shall furnish BUYER with copies of any service and/or equipment rental contracts with respect to the property, which run beyond closing.

21. **"FREE LOOK PERMIT".** BUYER shall have the right to inspect any and all personal property referred to in paragraph 27(N), PERSONAL PROPERTY, and the materials described in paragraphs 18 and 19 hereof. Within ten (10) days following the furnishing of such materials, BUYER, at BUYER's sole discretion, may by written notice to SELLER terminate all obligations of the parties hereunder and any deposit shall be returned. If such notice is not delivered within such time, BUYER shall be deemed to have approved the condition of the property and the materials submitted.

22. **CHANGES DURING TRANSACTION.** During the pendency of this transaction, SELLER agrees that no changes in the existing leases or rental agreements shall be made, nor new leases or rental agreements entered into, nor shall any substantial alterations or repairs be made or undertaken without the written consent of the BUYER.

23. **EXAMINATION OF TITLE.** In addition to any encumbrances referred to herein, BUYER shall take title to the property subject to: (1) real estate taxes not yet due, and (2) covenants, conditions, restrictions, rights of way, and easements of record, if any, which do not materially affect the value or intended use of the property.

Within three (3) days from acceptance, BUYER shall order a preliminary title report. **Ten (10) days from receipt** thereof are allowed to BUYER to examine the title to the property and to report in writing any valid objections thereto. All exceptions to the title contained in such report (other than monetary liens) shall be deemed approved unless written objection is delivered to SELLER **within said ten (10) days.** If BUYER objects to any exceptions to the title, SELLER shall use due diligence to remove such exceptions at SELLER's expense **before closing.** But if such exceptions cannot be removed **before closing,** all rights and obligations hereunder may, at the election of the BUYER, terminate and the deposit shall be returned to BUYER less expenses incurred by BUYER to date of termination, unless BUYER elects to purchase the property subject to such exceptions if SELLER concludes unwillingness or is unable to remove such objections. SELLER shall notify BUYER **within ten (10) days of receipt of said objections.** In that event, BUYER may terminate this Agreement and have all deposits returned less expenses incurred to date of termination.

24. **PHYSICAL POSSESSION.** Physical possession, with all keys and garage door openers, shall be delivered to ~~BUYER (check either item (1) or item (2))~~: April 2014 after new financing agreement

_____ 1. Upon recordation of the deed. executed at Bill Garrett Law firm and

_____ 2. After recordation, but not later than midnight of ___ down payment paid in full

[ ] BUYER [ ] BUYER AND [ ] SELLER [ ] SELLER HAVE READ THIS PAGE.

25. **ACCESS TO PROPERTY.** SELLER agrees to provide reasonable access to the property to BUYER and inspectors representing BUYER as provided in this Agreement and to representatives of lending institutions for appraisal purposes.

26. **ADJUSTMENTS.** Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax prorations pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. **BUYER TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS.** Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorations at closing shall be final.

27. **PROVISIONS.** The provisions initialed below by BUYER are included in this Agreement.

[___] A. Pest Control Inspection paid by [__] BUYER, [__] SELLER
[___] B. Existing Pest Control Report dated:_____.
By:_____.
[___] C. Subject to BUYER'S approval of Pest Control Report
[LH] D. Waiver of Pest Control Inspection
[LH] E. Inspections of Physical Condition of Property, to be approved or disapproved within 20 days of acceptance
[✓] F. Roof Inspection Report to SELLER within 15 days of acceptance
[___] G. City and County Inspection Report ordered within _____ days of acceptance
[___] H. Contingency Release Clause
[___] I. Flood Hazard Zone Disclosure
[___] J. Special Studies Zone Disclosure
[___] K. Rent Control Ordinance
[___] L. Operating Permit
[___] M. Certificate of Occupancy
[___] N. Personal Property
[___] O. Smoke Detectors
[___] P. Tax Deferred Exchange

_____A. **PEST CONTROL INSPECTION.** The main building and all structures on the property are to be inspected by a licensed pest control operator. If such inspector recommends repair, and/or if the inspecting pest control operator recommends further inspection of inaccessible areas, the SELLER at SELLER's option may perform recommended repairs and/or may agree to the additional costs of such inspection and if there is damage, may perform the additional repairs prior to the closing. If the SELLER does not elect to correct the damage or perform the additional inspection, the BUYER's obligation under this Agreement will terminate. If additional inspections are done and no such infestation or infection is discovered, the additional costs of inspecting such inaccessible areas and the work required to return the property to its original condition shall be paid by BUYER.

Funds for work specified in said report, to be done at SELLER's expense, shall be held in escrow and disbursed by escrow holder upon receipt of notice of work completed by a licensed pest control operator selected by [___] SELLER [___] BUYER certifying that the property is free of evidence of active infestation or infection. As soon as the same are available, copies of the report, and any certification or other proof of completion of the work shall be delivered to the Agents of BUYER and SELLER who are authorized to receive the same on behalf of their principals.

_____B. **EXISTING PEST CONTROL REPORT ACCEPTED BY BUYER.** BUYER accepts existing pest control report on the property by the licensed structural pest control operator listed under Item 27-B, SELLER'S obligations shall be as set forth in 27-A above.

[✓] BUYER [___] BUYER AND [✓] SELLER [___] SELLER HAVE READ THIS PAGE.

_____C. **SUBJECT TO BUYER'S APPROVAL OF PEST CONTROL REPORT.** Property to be purchased in its present condition with no charge to SELLER for any pest control work. However, BUYER shall have the right to have the property inspected and to obtain a report from a licensed structural pest control operator. BUYER shall be deemed to have approved said report unless written notice to the contrary is delivered to SELLER or SELLER'S Agent **within 15 days of acceptance.** In the event BUYER does not approve the report, BUYER may have deposit returned and both parties shall be relieved of all obligations hereunder.

BUYER acknowledges that BUYER has not received or relied upon any representations by either the Broker or the SELLER, with respect to the condition of the property.

_____D. **WAIVERS OF PEST CONTROL INSPECTION.** BUYER has satisfied BUYER about the condition of the property and agrees to purchase said property in present condition without the benefit of a structural pest control inspection. BUYER acknowledges that BUYER has not received or relied upon any representations by either the Broker, SELLER or SELLER'S Agent, without respect to the condition of the property.

__✓__E. **INSPECTION OF PHYSICAL CONDITION OF PROPERTY.** BUYER shall have the privilege and responsibility, at BUYER's expense, to select licensed contractors or other qualified professionals to inspect the subject property (including land and improvements), including but not limited to matters structural, geological, plumbing, heating, air conditioning, electrical, built-in appliances, well, pool, septic tank, hazardous and toxic materials, and survey. BUYER shall, upon SELLER's written request, furnish SELLER at no cost, copies of all inspection reports obtained. BUYER shall approve or disapprove all inspection reports obtained in writing, **within [10] number of days.** If SELLER does not agree to correct any unacceptable conditions **within three (3) days from receipt of such notice,** BUYER may elect to terminate this Agreement. In the event of such termination, all deposits shall be returned less expenses incurred by BUYER to the date of cancellation.

__✓__F. **ROOF INSPECTION.** BUYER, at BUYER's expense, may order a roof report from a licensed general or roofing contractor. **Within [15] days,** copies of the report shall be delivered to the Agents of the BUYER and SELLER who are authorized to receive the same on behalf of their principals. **Within three (3) days following receipt** of the report, SELLER may (a) elect to pay the cost of all work recommended by the report; or (b) elect to pay none or only a portion of the cost of such work. Written notice of such election shall be delivered to BUYER or BUYER's Agent.

In the event SELLER does NOT agree to pay for all such work, BUYER may elect to pay the balance of the cost of such work or terminate all rights and obligations to the parties under this Agreement. Written notice of such election shall be delivered to SELLER or SELLER's Agent **within seven (7) days following receipt** of SELLER's notice. In the event of such termination, BUYER shall be entitled to a full refund of all deposits excluding the cost of the above roof inspection report. If no written election is made **within seven (7) days,** BUYER shall have the right to terminate this Agreement, and SELLER shall be responsible for the cost of that portion of the work which SELLER elected to pay. **In the event SELLER has elected to pay the cost of all such work,** SELLER shall have the right to have such work performed by a licensed general or roofing contractor of SELLER's choice.

__✓__G. **CITY AND COUNTY INSPECTION REPORT.** If local ordinance requires that the property be inspected or a report issued for compliance with local building and permit regulations, standards, and ordinances as a condition to sale or transfer, SELLER shall, within [10] days, notify the appropriate local agency to cause the property to be inspected, **or to issue the required report** at the earliest practicable date. If SELLER does not agree to pay for correction of any violations shown in the report, BUYER may pay the cost of the required corrections or terminate this Agreement. In the event of termination, all deposits shall be returned.

_____H. **CONTINGENCY RELEASE CLAUSE.** Subject to the sale and conveyance of BUYER's property known as:

Lot_____Block_____Section_____Subdivision_____

Address_____

Tax Map #_____City_____Zip_____

County of_____, State of South Carolina.

[✓]BUYER [___]BUYER AND [✓]SELLER[___] SELLER HAVE READ THIS PAGE.

SELLER shall have the right to continue to offer the herein property for sale and to accept written offers subject to the rights of BUYER. Should SELLER accept such an offer, then BUYER shall be given written notice of such acceptance. In the event BUYER will not waive this condition in writing within _____ hours of receipt of such notice, then this Agreement shall be terminated and all deposits be returned to BUYER. Said notice may be personally delivered or mailed by certified mail and addressed to _____. In the event of mailing, such notice shall be deemed to have been given on the date following the date of mailing evidenced by the postmark on the envelope containing such notice. In the event BUYER waives real property sale contingency, BUYER must first satisfy SELLER or SELLER'S Agent that any financing required under this Agreement will be granted without the sale of the aforementioned property.

_____I. **FLOOD HAZARD ZONE.** BUYER has been advised that the property is located in an area which the Secretary of HUD has found to have special flood hazards and that, pursuant to the National Flood Insurance Program, it will be necessary to purchase flood insurance in order to obtain any loan secured by the property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government. The purpose of the program is to provide flood insurance at reasonable cost. For further information, consult your lender or insurance carrier.

__✓__J. **SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL PROTECTION MATTERS.** All reports and certifications called for by the lending agencies and any governmental body, by the BUYER concerning any special study for the area, wetlands or for any environmental protection matter shall be at the expense of the [___] SELLER, [✓] BUYER. In the event such studies are wanted or required, the studies must be furnished by the proper parties within [20] days of complete execution of the agreement. The BUYER and SELLER must have access to all studies within five (5) days of completion thereof and upon notice by the BUYER to the SELLER within five (5) days of receipt of the studies that the BUYER is not satisfied with the result, the SELLER shall have the option of correcting the problem, if the SELLER elects not to correct the problem, the BUYER's obligations under this Agreement terminate.

_____K. **PERMITS AND ORDINANCES.** BUYER is aware that a local ordinance is in effect which regulates the rights and obligations of property owners. It may also affect the manner in which future rents can be adjusted.

__✓__L. **OPERATING PERMIT.** SELLER warrants that an operating permit for the property is in effect.

__✓__M. **CERTIFICATE OF OCCUPANCY.** SELLER warrants that a certificate of occupancy for the property is in effect.

__✓__N. **PERSONAL PROPERTY.** The purchase price [__] does, [✓] does not include all furniture and furnishings and any other personal property owned by SELLER and used in the operation of the property per attached inventory, receipt of which is hereby acknowledged. Independent audit & inventory on or before April 30, 2004 and seller will be paid 72.20 % retail inventory. (72.5%) In the event the inventory is not a part of the purchase price, the items listed at the cost referred to in the attached inventory list shall be transferred by a Bill of Sale and paid for by BUYER to SELLER at closing for the real property.

_____O. **SMOKE DETECTORS.** In accordance with local ordinance and/or state statute, smoke detectors shall be installed at the expense of [__] BUYER, [__] SELLER. If required, said smoke detectors shall be inspected by the appropriate city, county, or state agency prior to closing and a compliance report obtained.

_____P. **TAX DEFERRED EXCHANGE.** In the event the SELLER wishes to enter into a tax deferred exchange for the real property described herein, or if BUYER wishes to enter into a tax deferred exchange with respect to property owned by him in connection with this transaction, each of the parties agrees to cooperate with the other party in connection with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided that: (a) the other party shall not be obligated to delay the closing, (b) all additional costs in connection with the exchange should be borne by the party whose property is exchanged, and (c) the other party shall not be obligated to execute any note, contract, or other document providing for any personal liability which would survive the exchange. The other party shall be indemnified and held harmless against any liability which arises or is claimed to have arisen on account of their acquisition of ownership of the exchange property.

[✓] BUYER [___] BUYER AND [✓] SELLER [___] SELLER HAVE READ THIS PAGE.

28. **ADDENDA.** The following addenda, signed and dated by both parties, are attached and made a part of this agreement:_____

29. **FIXTURES.** All items permanently attached to the property, including but not limited to attached floor coverings, draperies with hardware, shades, blinds, window and door screens, storm sash, combination doors, awnings, light fixtures, television antennas, electric garage door openers with controls, outdoor plants and trees, are included in the purchase price, free of liens, EXCLUDING Pot of gold, Machine, Phone Card Machine, Kerosine self Contained Unit and pump.

30. **MAINTENANCE.** SELLER covenants that the heating, air-conditioning (if any), electrical, sewer, septic system, drainage, sprinkler (if any), and plumbing systems including water heaters, as well as built-in appliances and other mechanical apparatus shall be in normal working order on the date possession is delivered. SELLER shall replace any cracked or broken glass including windows, mirrors, shower and tub enclosures. Until occupancy is delivered, SELLER shall maintain landscaping, grounds and pool (if any). The following items are specifically excluded from the above:_____

31. **DISCLOSURE.** The following disclosures are attached hereto:
__ Hazardous Materials
__ Other_____

32. **DEFAULT.** If the BUYER shall default under this Agreement, the SELLER shall have the option of suing for damages or specific performance, including but not limited to, reasonable attorney's fees or rescinding this Agreement. In the event the Agreement is rescinded, one-half of the earnest money shall then be paid to the Broker(s), not to exceed the commission due such Broker(s), and the remaining balance of earnest money shall be paid to the SELLER.

Upon default by the SELLER, the BUYER shall have the option of suing for damages or specific performance, or rescinding this Agreement. Upon default by the SELLER, if the BUYER elects to rescind this Agreement, BUYER will be refunded all sums paid hereunder and in addition, shall be reimbursed by the SELLER for actual costs incurred, including but not limited to credit report, appraisal fee, survey, cost of title examination.

33. **ATTORNEY FEES.** In any action or proceeding involving a dispute between BUYER, SELLER and/or Broker, arising out of the execution of the agreement or the sale, or to collect commissions, the prevailing party shall be entitled to receive from the other party a reasonable attorney fee to be determined by a court of competent jurisdiction.

34. **EXPIRATION OF OFFER.** This offer shall expire unless acceptance is delivered to BUYER or to Renee Simcher Agent. on or before 6 AM/PM, 3/27, 2004.

35. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

36. **ENTIRE AGREEMENT.** This document contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property which are not expressly set forth herein. This Agreement may be modified only in writing signed and dated by both parties. **Both parties acknowledge that they have not relied on any statements of the real estate Agent or Broker which are not herein expressed.**

37. **MEDIATION CLAUSE.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

[✓]BUYER [___]BUYER AND [AW] SELLER[___] SELLER HAVE READ THIS PAGE.

The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; or (d) any matter which is within the jurisdiction of a probate court. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

38. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (IRS SECTION 1445).** The Foreign Investment and Real Property Tax Act requires a BUYER purchasing real property from a foreign person to withhold tax from the sale proceeds unless an exemption applies. SELLER agrees to provide Broker with a certification establishing that no federal income tax is required, unless it is established that the transaction is exempt and the BUYER intends to use the property as personal residence due to existing laws at time of closing.

39. **S.C. CODE SECTION 12-8-580.** SELLER covenants and agrees to comply with South Carolina Code Section 12-8-580 (as amended from time to time), regarding withholding requirements of SELLERS who are not residents of South Carolina as deferred in this given statute.

40. ADDITIONAL TERMS AND CONDITIONS. Garrett Law Firm to prepare Owner Tenance Agreement and record at Local Courthouse or lease with option agreement whichever document Carolina 1st Mortgage Holder will approve for this transaction to close on April 30, 2 and 1st Mortgage to remain in good standing. Lease with option document to convey sale rights to premise/property for a period of 36 months at $100,000 down and monthly payments of $3969.41 Taxes and insurance will be paid by Corinthian Stores/Jay Patel. After 36 months the purchase price will be $431,761.98 * If all payments are current and there are no outstanding taxes & insurance issues. Amortization Schedule Attached as "Exhibit A"

Seller will retain use of the 900sqft office space for 30 days after Closing, rent free.

41. FACSIMILE: The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

[✓] BUYER [ ] BUYER AND [✓] SELLER [ ] SELLER HAVE READ THIS PAGE.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD.

RECEIPT AND ACKNOWLEDGMENT OF BUYER

THE UNDERSIGNED BUYER ACKNOWLEDGES THAT BUYER HAS THOROUGHLY READ AND APPROVED EACH OF THE PROVISIONS CONTAINED HEREIN AND AGREES TO PURCHASE THE HEREIN DESCRIBED PROPERTY FOR THE PRICE AND ON THE TERMS AND CONDITIONS SPECIFIED. BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

THE UNDERSIGNED BUYER FURTHER UNDERSTANDS THAT UNLESS STATED OTHERWISE HEREIN, THE PROPERTY IS BEING SOLD IN ITS PRESENT CONDITION ONLY, WITHOUT WARRANTIES OR GUARANTEES OF ANY KIND BY SELLER OR ANY OTHER BROKER OR AGENT. BUYER STATES THAT NO REPRESENTATIONS CONCERNING THE CONDITION OF THE PROPERTY ARE BEING RELIED UPON BY BUYER EXCEPT AS STATED HEREIN. BUYER ACKNOWLEDGES THAT NEITHER ANY BROKER NOR AGENT INVOLVED IN THIS TRANSACTION IS AN EXPERT AT DETECTING OR REPAIRING PHYSICAL DEFECTS IN THE PROPERTY.

Buyer: _____ Date 3/25/04 Time 6:30 PM

Witness: Rene Simcha Date 3/28/04 Time 6:30 pm

Buyer: _____ Date _____ Time _____

Witness: _____ Date _____ Time _____

Buyer's Representative: (Company) Greenwood Realty

by: (Real Estate Agent) _____

RECEIPT AND ACKNOWLEDGMENT OF SELLER

THE UNDERSIGNED SELLER ACKNOWLEDGES THAT SELLER HAS THOROUGHLY READ THE PROVISIONS OF THIS AGREEMENT AND AGREES TO SELL THE HEREIN DESCRIBED PROPERTY FOR THE PRICE AND ON THE TERMS AND CONDITIONS SPECIFIED. SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Seller: _____ Date 3-27-04 Time 2:20 PM

Witness: Rene Simcha Date 3-27-04 Time 2:20 pm

Seller: _____ Date _____ Time _____

Witness: _____ Date _____ Time _____

Seller's Representative: (Company) Greenwood Realty, Inc.

by: (Real Estate Agent) Rene Simcha

RECEIPT OF DEPOSIT ACKNOWLEDGED:

(Real Estate Agent) Rene Simcha Grd Realty Date: 3/25/04

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

© 2000 South Carolina Association of REALTORS®. 01/00

Exhibit "A" pg 1

Amortization Schedule

Length of Loan in Months: 180
Interest Rate: 5.058%
Principal & Interest Payment: $3,969.00
Beginning Escrow Payment: $0.00
Total Principal Paid: $500,000.00
Total Interest Paid: $70,676.88
Total Payments: $570,676.88

Payment	Date	Principal	Interest	Balance
1	5/2004	$1,861.65	$2,107.35	$498,138.35
2	6/2004	$1,869.49	$2,099.50	$496,268.86
3	7/2004	$1,877.37	$2,091.62	$494,391.49
4	8/2004	$1,885.29	$2,083.71	$492,506.20
5	9/2004	$1,893.23	$2,075.77	$490,612.97
6	10/2004	$1,901.21	$2,067.79	$488,711.76
7	11/2004	$1,909.22	$2,059.77	$486,802.53
8	12/2004	$1,917.27	$2,051.73	$484,885.26
Total	2004	$15,114.74	$16,637.24	
9	1/2005	$1,925.35	$2,043.65	$482,959.91
10	2/2005	$1,933.47	$2,035.53	$481,026.45
11	3/2005	$1,941.62	$2,027.38	$479,084.83
12	4/2005	$1,949.80	$2,019.20	$477,135.03
13	5/2005	$1,958.02	$2,010.98	$475,177.02
14	6/2005	$1,966.27	$2,002.73	$473,210.75
15	7/2005	$1,974.56	$1,994.44	$471,236.19
16	8/2005	$1,982.88	$1,986.12	$469,253.31
17	9/2005	$1,991.24	$1,977.76	$467,262.08
18	10/2005	$1,999.63	$1,969.37	$465,262.45
19	11/2005	$2,008.06	$1,960.94	$463,254.39
20	12/2005	$2,016.52	$1,952.48	$461,237.87
Total	2005	$23,647.39	$23,980.58	
21	1/2006	$2,025.02	$1,943.98	$459,212.86
22	2/2006	$2,033.55	$1,935.44	$457,179.30
23	3/2006	$2,042.12	$1,926.87	$455,137.18
24	4/2006	$2,050.73	$1,918.27	$453,086.45
25	5/2006	$2,059.37	$1,909.62	$451,027.07
26	6/2006	$2,068.05	$1,900.94	$448,959.02
27	7/2006	$2,076.77	$1,892.23	$446,882.25
28	8/2006	$2,085.52	$1,883.47	$444,796.73
29	9/2006	$2,094.31	$1,874.68	$442,702.42
30	10/2006	$2,103.14	$1,865.86	$440,599.28
31	11/2006	$2,112.00	$1,856.99	$438,487.27
32	12/2006	$2,120.91	$1,848.09	$436,366.37
Total	2006	$24,871.51	$22,756.46	

Figures may vary slightly due to rounding.

Exhibit "H" pg 2

Amortization Schedule

Length of Loan in Months: 180
Interest Rate: 5.058%
Principal & Interest Payment: $3,969.00
Beginning Escrow Payment: $0.00
Total Principal Paid: $500,000.00
Total Interest Paid: $70,676.88
Total Payments: $570,676.88

Payment	Date	Principal	Interest	Balance
33	1/2007	$2,129.84	$1,839.15	$434,236.52
34	2/2007	$2,138.82	$1,830.18	$432,097.70
35	3/2007	$2,147.84	$1,821.16	$429,949.87
36	4/2007	$2,156.89	$1,812.11	$0.00
Total	2007	$436,366.37	$7,302.60	

Figures may vary slightly due to rounding.

$431,761.98 = Balance on 4/2007 36th Month

STATE OF SOUTH CAROLINA)
) LEASE AGREEMENT
COUNTY OF GREENWOOD)

THIS LEASE AGREEMENT is made this 17th day of May, 2004, between T. SCOTT WARD (the "Lessor") and MANI INVESTMENTS, LLC, a South Carolina limited liability company (the "Lessee"), and ANJAY R. PATEL (the "Guarantor").

SECTION ONE
DESCRIPTION OF PREMISES

The Lessor leases to the Lessee, and the Lessee leases from the Lessor, the real estate located at 5201 Old Laurens Road and 5119 Old Laurens Road in Greenwood, South Carolina. The real estate is described as follows:

TRACT 1:

All that piece, parcel or lot land, with the improvements thereon, lying and being situate in the County of Greenwood, State of South Carolina, containing 0.76 acres, more or less, and being shown on plat of survey prepared for Grover Kneece by Freeland-Clinkscales & Rykard, Inc. recorded in Plat Book 91 at Page 83 OCC for Greenwood County. For a more complete and accurate description of metes and bounds, reference is specifically made to the aforementioned plat.

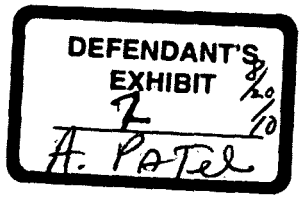
This is the identical property conveyed by deed of Grover P. Kneece and Betty D. Kneece to T. Scott Ward dated August 10, 1998, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 533 at Page 198.

Tax Map Number: 6960-477-154

TRACT 2:

All and singular those certain pieces, parcels or lots of land, with improvements thereon, situate, lying and being in th County of Greenwood, State of South Carolina, being shown and depicted on plat of Newby-Proctor & Associates, from a survey dated March 15, 1997, a copy of which is recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 103, at Page 121. Said lots make up Lot B as shown on said plat and consist of a portion of Parcel 4, all of Lots 3, 2, 1, and 8 and the old abandoned highway right of way. Lot B contains .57 acres and is bound on the North by Lake Drive; on the East by Old Laurens Highway (S.C. 24-39); on the South by the remainder of Parcel 4 and a portion of the old abandoned highway right of way being lands of Cobb; and on the West by Shoreline Drive.

This is the identical property conveyed by deed of James T. Milford to T. Scott Ward dated March 23, 2001, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 664



at Page 208.

Tax Map Number: 6960-478-135

SECTION TWO
TERM AND RENTAL

The term of this Lease Agreement is for 36 months beginning June 17, 2004, and ending May 17, 2007. The Lessee shall pay the Lessor rent at the rate of $3,969.00 per month in advance on or before the 17th day of each month. The Lessee's first payment pursuant to this Lease Agreement is due not later than 5 p.m. on June 17, 2004, and the Lessee's final payment is due not later than 5 p.m. on May 17, 2007. If the Lessee fails to pay any rental obligation by the due date and time, the Lessee shall pay interest to the Lessor on all past-due rental obligations at the rate of 1.5 percent per month.

SECTION THREE
NEW LEASE OPTION

The Lessee shall notify the Lessor in writing if the Lessee desires to lease the premises for longer than 36 months. The Lessee shall send such written notification to the Lessor not later than 180 days prior to the conclusion of this Lease Agreement. Upon receiving such written notification, the Lessor shall act in good faith in bargaining with the Lessee regarding the terms of a new Lease Agreement.

SECTION FOUR
TITLE AND ENJOYMENT

The Lessor covenants that the Lessee, upon paying the rental obligations provided for herein, and upon keeping, observing, and performing all other terms, covenants, and agreements herein required of the Lessee, shall peaceably and quietly have, hold, and enjoy the premises for the entire 36-month term of this Lease Agreement, subject to the terms, covenants, and agreements provided for in this Lease Agreement.

Within 30 days of the full execution of this Lease Agreement, the Lessee shall perform a title examination of the real property which is the subject hereof and shall notify the Lessor within such 30-day period of any title encumbrances objectionable to the Lessee. Thereafter, the Lessor shall have 30 days to cure such title defects. If the Lessor is unable or unwilling to cure the title defects within such cure period, the Lessee shall have the right to terminate this Lease Agreement, in which event the Lessee shall be entitled to a full and complete refund of all rents and deposits paid to Lessor hereunder, and the Lessor shall immediately repurchase the items of personal property purchased by the Lessee from the Lessor herewith (as evidenced by a Bill of Sale between the Lessee and One Stop Marina, Inc. of even date).

I.S.W. I.P.P.

SECTION FIVE
LESSEE'S OBLIGATIONS; DISCLOSURES

The Lessee shall:

(1) comply with all obligations primarily imposed upon lessees, including lessees of convenience stores and gasoline stations, by applicable provisions of any laws, ordinances, regulations, and codes materially affecting health and safety;

(2) keep the interior and exterior of the premises reasonably safe and reasonably clean;

(3) dispose from the premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner;

(4) keep all plumbing fixtures in the premises reasonably clean;

(5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances in the premises;

(6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the Lessee's permission or who is allowed access to the premises by the Lessee;

(7) maintain the floating docks, and the walkways to and from the docks, in a safe condition at all times;

(8) maintain petroleum product distribution readings in accordance with DHEC or other governmental standards, with or without the use of a vita-root; and

(9) comply with this Lease Agreement and rules and regulations.

The Lessee covenants that the premises shall be used solely for the maintenance and operation of a convenience store and gasoline station during such time the Lessee is in possession of the premises. The Lessee covenants not to use the premises for any illegal purpose or in any such manner as to violate any applicable and valid law, rule, or regulation of any governmental body; covenants to occupy and use the premises in a careful, safe, and proper manner; and covenants not to permit any waste to the premises.

Prior to the commencement of this Lease Agreement, all defects in, on, or surrounding the premises, if any, have been disclosed by the Lessor to the Lessee. The Lessee accepts the premises in and on an "as is" basis, without warranty or representation by the Lessor. The Lessor and the Lessee are both experienced in commercial business ventures and have negotiated the terms of this Lease Agreement at arm's length with the assistance of legal counsel or with the opportunity to have

consulted legal counsel.

SECTION SIX
REPAIRS

The Lessee covenants that the Lessee shall, at the Lessee's sole expense:

(1) maintain the interior of the premises, including equipment, fixtures, and furniture, in good order and repair;

(2) maintain any exterior signs and glass relating to the premises or convenience store business in good order and repair;

(3) maintain the heating and air conditioning system in the premises in good order and repair;

(4) repair all broken glass, locks, lighting fixtures, and any other damages to the premises resulting from accidents and/or the Lessee's or its agents' or invitees' negligence or intentional acts. The Lessee shall submit all repair and upkeep invoices to the Lessor as requested;

(5) maintain the floating docks, and the walkways to and from the floating docks, in good order and repair;

(6) maintain all driveways, parking lots, and cement pads in good order and repair; and

(7) be responsible for all landscaping on the premises.

The Lessor covenants that the Lessor shall, at the Lessor's sole expense:

(1) maintain all exterior portions of the premises (with the exception of signs and glass); and

(2) maintain the structural integrity of the entire building.

In the event the Lessee causes any damages to the premises and thereafter refuses to remedy and repair such damages, the Lessor shall have the right to repair such damages at the sole expense of the Lessee.

The Lessor has the right to enter the premises and to take whatever steps are necessary to protect the same. Upon expiration or termination of this Lease Agreement for any reason, the Lessee shall surrender the premises to the Lessee in the same condition the premises were received at the beginning of the Lease Agreement, except for ordinary and normal wear and tear.

SECTION SEVEN
LESSOR'S EXISTING CONTRACTS AND LEASES

The Lessor stipulates that it has no existing or contingent contracts or obligations with any petroleum supplier or food or beverage vender which will be binding on the Lessee. The Lessee acknowledges and agrees that the Lessee will have to enter into contracts with petroleum suppliers and food and beverage venders. Furthermore, the Lessor stipulates that no other lessees have an interest in the leased real estate.

SECTION EIGHT
GOVERNMENTAL REQUIREMENTS

The Lessee shall maintain all gasoline pumps and related equipment on the premises in accordance with all applicable standards prescribed by any governmental entity, including but not limited to the S.C. Department of Health and Environmental Control. Furthermore, the Lessee shall conduct and maintain all gasoline readings required by any governmental entity, including but not limited to the S.C. Department of Health and Environmental Control.

SECTION NINE
ALTERATIONS

The Lessee may modify the premises, at the Lessee's sole expense, so long as such modifications, alterations, changes, and improvements reasonably relate to and enhance the premises and are consistent with the Lessee's continued use of the premises. However, prior to vacating the premises, the Lessee shall repair any damage done to the premises as a result of the modifications. Title to any modifications, alterations, changes, and improvements made by the Lessee shall, at the option of the Lessor, pass to the Lessor at the expiration or termination of this Lease Agreement. However, the Lessor may require the Lessee to remove any modifications, alterations, changes, and improvements upon the expiration or termination of the Lease Agreement.

SECTION TEN
PARKING SPACES

The Lessor shall designate parking spaces for the Lessee's employees and the Lessor and his employees, if any. Such parking spaces will be situated so as to not interfere with the Lessee's and the Lessor's customers who visit the premises. It is contemplated, though not guaranteed, that the Lessor may lease back a portion of the premises from the Lessee to conduct various business activities.

SECTION ELEVEN
RESTRICTION AGAINST MECHANICS' LIENS

The Lessee shall pay and settle all expenses and liabilities arising out of or in any way

connected with any and all construction, repairs, alterations, or maintenance related to the premises. The Lessee shall be responsible for all mechanics' and materialmen's liens, and all liens of a similar character, arising out of or growing out of the construction, repair, alteration, or maintenance of the premises, provided that the Lessee contracted for such goods or services.

SECTION TWELVE
ASSIGNMENT AND SUBLETTING

The Lessee shall not transfer and/or assign the Lessee's rights pursuant to this Lease Agreement or sublet the premises without the prior written consent of the Lessor, which consent will not be unreasonably withheld.

SECTION THIRTEEN
TAXES AND OTHER LIENS

The Lessee covenants and agrees to pay all sales taxes, personal property taxes, special assessments, business license fees, gasoline related taxes and fees, inventory assessments, and other taxes or fees which become due during the term of this Lease Agreement. The real property and personal property taxes for the year 2004 will be pro-rated between the Lessor and Lessee at the time the tax notice is received with the Lessor paying 5.5 months and the Lessee paying 6.5 months. The Lessee shall be responsible for all personal property and real property taxes during the remainder of this Lease Agreement.

SECTION FOURTEEN
INSURANCE

The Lessee shall purchase and pay for insurance to cover the real property and all of the personal property, equipment, and fixtures located in the premises, including fire and casualty insurance, in minimum amounts of $450,000 for the real estate and $50,000 for personal property, equipment, and fixtures. The Lessor shall be an additional named insured in each such policy or policies, and the Lessee shall provide the Lessor a certificate of insurance for each such policy or policies.

The Lessee shall purchase and maintain in full force general liability insurance adequate to protect against liability for claims arising from public use of the premises or arising out of any accident occurring in or around the premises, in the minimum amount of $1 million. The Lessor shall be an additional named insured in each such policy or policies, and the Lessee shall provide the Lessor a certificate of insurance for each such policy or policies. The Lessor shall not be liable for any damage to the person or property of the Lessee or the Lessee's employees, agents, invitees, or guests from perils customarily covered by the Lessee's general liability insurance.

The Lessee shall maintain worker's compensation insurance for the Lessee's employees if the Lessee maintains the number of employees which requires the Lessee to be covered by South

Carolina's worker's compensation laws. The Lessee shall provide the Lessor a certificate of insurance for each such policy.

SECTION FIFTEEN
DESTRUCTION OF OR DAMAGE TO PREMISES

If the premises shall be destroyed or damaged wholly or in part by fire, lightning, earthquake, windstorm, or any other such casualty to the extent that normal use and occupancy of the premises is substantially impaired, the Lessor, in the Lessor's sole discretion, may terminate this Lease Agreement or repair the damaged premises to make them useable. If the Lessor opts to repair the premises, the Lessee shall be allowed a rent reduction allowance during the period of time in which the premises are rendered un-usable as a result of fire, lightning, earthquake, windstorm, or any other such casualty. The Lessor shall not be responsible to the Lessee for damages or other loss, economic or otherwise, except by way of rent abatement during the period of actual uninhabitability caused by fire, lightning, earthquake, windstorm, or any other such casualty.

SECTION SIXTEEN
UTILITY BILLS

The Lessee promptly shall pay all bills for telephone service, water, sewer, gas, oil, electricity, and cable attributable to the premises during the term of this Lease Agreement.

SECTION SEVENTEEN
INDEMNITY

The Lessee agrees to indemnify and hold the Lessor harmless from any and all claims, legal or otherwise, which may arise against the Lessor which are in any way connected with the Lessee's use of the premises, including but not limited to any and all claims which may arise from, on, in, or about the premises when such claims arise out of or are caused in whole or in part by a defective, dangerous, or unsafe condition of the premises, equipment, fixtures, or appurtenances required to be maintained in good repair by the Lessee, and/or when such claims arise out of or are caused by the Lessee's negligence, intentional acts, or failure to perform the Lessee's obligations pursuant to this Lease Agreement.

The Lessor agrees to indemnify and hold the Lessee harmless from any and all claims, legal or otherwise, which may arise against the Lessee which are in any way connected with the Lessor's use of the premises prior to May 17, 2004, including but not limited to any and all claims which may arise from, on, in, or about the premises when such claims arise out of or are caused in whole or in part by a defective, dangerous, or unsafe condition of the premises, equipment, fixtures, or appurtenances required to be maintained in good repair by the Lessor, and/or when such claims arise out of or are caused by the Lessor's negligence or intentional acts.

SECTION EIGHTEEN

NOTICES

Notices required to be given pursuant to this Lease Agreement shall be given in writing by certified mail, return receipt requested, at these addresses:

Lessor: 104 Cape Hatteras Court, Ninety Six, S.C. 29666

Lessee: 5201-A Old Laurens Road, Greenwood, South Carolina 29649

Notices are deemed validly given when mailed. If the Lessor or the Lessee shall change mailing addresses, the moving party shall notify in writing the other party of the moving party's new address.

SECTION NINETEEN
POSSESSION OF PREMISES

It is understood and agreed that upon the execution of this Lease Agreement and compliance with the terms stated herein, the Lessee shall be given possession of the premises on or about May 17, 2004.

SECTION TWENTY
BREACH BY LESSEE; DEFAULT

If the Lessee fails to pay when due any rental obligation payable to the Lessor pursuant to this Lease Agreement, or if the Lessee fails to observe or perform any of the provisions, obligations, and/or covenants required of the Lessee pursuant to the terms of this Lease Agreement, the Lessee shall be in default.

SECTION TWENTY-ONE
LESSOR'S REMEDIES

Upon any default involving the payment of rent, the Lessor shall provide the Lessee with written notice of default, and the Lessee shall have 15 days to cure said default. Upon any default not involving the payment of rent, the Lessor shall provide the Lessee with written notice of default, and the Lessee shall have 60 days to cure said default. If the Lessee does not cure the default within either the relevant 15-day or 60-day period, the Lessor may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies possessed by the Lessor in the State of South Carolina, including termination of the Lease Agreement (and termination of the Option to Purchase Real Estate entered into simultaneously with this Lease Agreement) and eviction in lieu of any outstanding indebtedness. If the Lessor terminates the Lease Agreement and/or the Option to Purchase Real Estate, the Lessee shall have 60 days from the cancellation date to purchase the real estate pursuant to the terms of the Option to Purchase Real Estate. For purposes of terminating the Lease Agreement, the Lessor or the

Lessor's representatives may enter the premises without the necessity of legal process, to the extent allowed by law.

SECTION TWENTY-TWO
MODIFICATION

No modification or amendment of this Lease Agreement shall be effective unless such modification or amendment shall be in writing and signed by all parties.

SECTION TWENTY-THREE
TIME OF THE ESSENCE; WAIVER

Time is of the essence of this Lease Agreement. However, no waiver of any breach of any covenant, agreement, or undertaking contained herein shall operate as a waiver of any subsequent breach of the same covenant, agreement, or undertaking or as a waiver of any breach of any other covenant, agreement, or undertaking. In the case of a breach by the Lessor or the Lessee of any covenant, agreement, or undertaking, the nonbreaching party may nevertheless accept from the other any payment or performance without waiving its right to exercise any right or remedy provided herein or otherwise, with respect to any such breach which was in existence at the time such payment or performance was accepted by it. No failure of the Lessor or the Lessee to exercise any power given herein or to insist upon strict compliance with any covenant, agreement, or undertaking contained herein, or to object to any custom or practice which varies from the terms hereof, shall constitute a waiver of such party's right to demand exact compliance with the terms of this Lease Agreement. The waiver by the Lessor or the Lessee of a breach of any covenant, agreement, or undertaking contained herein shall be made only by a written waiver in each case, and no such waiver shall operate or be construed as a waiver of any prior or subsequent breach.

SECTION TWENTY-FOUR
ATTORNEY FEES AND COSTS

If either the Lessor or the Lessee brings any suit or claim to enforce any of the terms of this Lease Agreement, or has to defend any suit or claim arising out of and in the course of the terms of this Lease Agreement, the prevailing party in such suit or claim shall be entitled to reasonable attorney fees and costs of litigation.

SECTION TWENTY-FIVE
ENTIRE AGREEMENT

This Lease Agreement – along with the Option to Purchase Real Property and Bill of Sale which the parties are entering into simultaneously with this Lease Agreement, the terms of which shall be incorporated into this Lease Agreement – express the entire understanding of the Lessor and the Lessee with regard to the lease of the premises, and there are no other written or oral agreements, warranties, covenants, or promises governing this Lease Agreement between the Lessor and the

Lessee except as set forth or referenced herein.

SECTION TWENTY-SIX
GOVERNING LAW; CHOICE OF VENUE

This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina, and all obligations of the Lessor and the Lessee created hereunder shall be performed in the State of South Carolina. Any legal or equitable claim based upon this Lease Agreement shall be filed and heard in Greenwood County, South Carolina. At the Lessor's sole discretion, any legal or equitable claim based upon this Lease Agreement may be heard and determined by an arbitrator, mediator, master in equity, or special referee in Greenwood County, South Carolina.

SECTION TWENTY-SEVEN
SEVERABILITY

If any provision of this Lease Agreement shall, to any extent, be held invalid, illegal, or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining part of such provision, and the validity, legality, and enforceability of the other provisions hereof, shall not be affected thereby, and each term, covenant, or condition shall be valid and enforced to the fullest extent permitted by law. If any such invalidity shall be caused by the length of any period of time, the size of any area, or the scope of activities set forth in any provision hereof, such period of time, such area, or such scope, or all, shall be considered to be reduced to a period, area, or scope which would cure such invalidity. Any provision of this Lease Agreement which is held invalid, illegal, or unenforceable in any jurisdiction shall not be deemed invalid, illegal, or unenforceable in any other jurisdiction.

SECTION TWENTY-EIGHT
COUNTERPARTS

This Lease Agreement may be executed in more than one counterpart, each such counterpart shall be deemed an original, and all such counterparts shall constitute one and the same agreement. This Lease Agreement shall be effective when executed by the Lessor and the Lessee, but the Lessor and the Lessee need not execute the original or the same counterpart.

SECTION TWENTY-NINE
CAPTIONS

The headings, titles, and captions of the Sections of this Lease Agreement are inserted only to facilitate reference. They shall not define, limit, extend, or describe the scope or intent of this Lease Agreement or any provision hereof, and they shall not constitute a part hereof or affect the meaning or interpretation of this Lease Agreement or any part hereof.

SECTION THIRTY
REMEDIES CUMULATIVE

Except as otherwise expressly provided herein, all rights, powers, and privileges conferred hereunder upon the Lessor or the Lessee shall be cumulative and not restrictive of those given by law. No remedy herein conferred is exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given by agreement or now or hereafter existing at law or in equity or by statute.

SECTION THIRTY-ONE
BINDING EFFECT

This Lease Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by and against the Lessor and the Lessee and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns. Nothing in this Lease Agreement, expressed or implied, is intended to or shall confer upon any person or business entity other than the Lessor and the Lessee, and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns, any rights, remedies, obligations, or liabilities.

SECTION THIRTY-TWO
FURTHER ASSURANCES

The Lessor and the Lessee will execute, deliver, acknowledge, or supply such further documents, instruments, and assurances as shall be reasonably necessary or appropriate to carry out the full intent and purposes of this Lease Agreement.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Lease Agreement in Greenwood County, South Carolina, as of the date first above written.

WITNESSES: (AS TO LESSOR)

T. SCOTT WARD

WITNESSES: (AS TO LESSEE)

MANI INVESTMENTS, LLC

By: Anjay R. Patel, member

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn, says that (s)he saw the within-named parties sign, seal, and as their act and deed deliver the within-written document and that (s)he with the other witness above witnessed the execution thereof.

Witness

SWORN to before me this 17
day of May, 2004.

Notary Public for South Carolina
My Commission Expires: 4-30-08

GUARANTY

The undersigned hereby jointly and severally guarantees the obligations of the Lessee contained in the foregoing Lease Agreement.

Anjay R. Patel

STATE OF SOUTH CAROLINA)
) OPTION TO PURCHASE REAL PROPERTY
COUNTY OF GREENWOOD)

THIS OPTION TO PURCHASE REAL PROPERTY is made this 17th day of May, 2004, between T. SCOTT WARD (the "Optionor") and MANI INVESTMENTS, LLC, a South Carolina limited liability company (the"Optionee").

In consideration of the mutual covenants and obligations set out herein, the parties agree:

SECTION ONE
GRANT OF OPTION

In consideration of $100,000 and of other good and valuable consideration paid by the Optionee, which is non-refundable, the receipt of which is hereby acknowledged by the Optionor, the Optionor hereby grants to the Optionee the option (the "Option") to purchase the following real property:

TRACT 1:

All that piece, parcel or lot land, with the improvements thereon, lying and being situate in the County of Greenwood, State of South Carolina, containing 0.76 acres, more or less, and being shown on plat of survey prepared for Grover Kneece by Freeland-Clinkscales & Rykard, Inc. recorded in Plat Book 91 at Page 83 OCC for Greenwood County. For a more complete and accurate description of metes and bounds, reference is specifically made to the aforementioned plat.

This is the identical property conveyed by deed of Grover P. Kneece and Betty D. Kneece to T. Scott Ward dated August 10, 1998, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 533 at Page 198.

Property Address: 5201 Old Laurens Road, Greenwood, S.C. 29646

Tax Map Number: 6960-477-154

TRACT 2:

All and singular those certain pieces, parcels or lots of land, with improvements thereon, situate, lying and being in th County of Greenwood, State of South Carolina, being shown and depicted on plat of Newby-Proctor & Associates, from a survey dated March 15, 1997, a copy of which is recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 103, at Page 121. Said lots make up Lot B as shown on said plat and consist of a portion of Parcel 4, all of Lots 3, 2, 1, and 8 and the old abandoned highway right of way. Lot B contains .57 acres and is bound on the North by Lake Drive; on the East by Old Laurens Highway (S.C. 24-39); on the South by the

DEFENDANT'S EXHIBIT 3 A-PATEL

remainder of Parcel 4 and a portion of the old abandoned highway right of way being lands of Cobb; and on the West by Shoreline Drive.

This is the identical property conveyed by deed of James T. Milford to T. Scott Ward dated March 23, 2001, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 664 at Page 208.

Property Address: 5119 Old Laurens Road, Greenwood, S.C. 29646

Tax Map Number: 6960-478-135

SECTION TWO
TERM OF OPTION

This Option shall be effective beginning June 17, 2004, and shall end May 17, 2007. However, the Optionee shall not be entitled to exercise the Option under any circumstances while the Optionee is in breach or default for any reason under the Lease Agreement entered into by T. Scott Ward (the Lessor) and Jay Patel d/b/a Corner Stop Stores (the Lessee) dated May 17, 2004.

SECTION THREE
EXERCISE OF OPTION; FAILURE TO EXERCISE OPTION

The Option may be exercised by the Optionee at any time during its term by written notice from the Optionee to the Optionor that the Optionee desires to exercise the Option. Such written notice shall specify the medium of payment of the Option price and the suggested date for closing the purchase transaction, which shall occur not sooner than 30 days and not later than 90 days subsequent to the date of written notice from the Optionee.

If the Optionee does not exercise the Option within the allotted time period, the Optionee can still exercise any rights it may have under any Lease Agreement then in effect between the Optionee/Lessee and the Optionor/Lessor, so long as the Optionee/Lessee is not in default of the terms of the Lease Agreement after being given opportunity to cure as provided in the Lease Agreement. The Optionee's failure to exercise the Option shall not affect the Optionee's rights under a Bill of Sale from One Stop Marina, Inc., dated May 17, 2004.

SECTION FOUR
OPTION PRICE

The Option price shall be $500,000, which shall accrue interest at the rate of 5.08 percent per annum. Such price shall be payable in full at the option of the Optionor in cash or certified funds. The Optionee shall pay or deliver 100 percent of the Option price on the day of closing against delivery to the Optionee of such appropriate bills of sale, assignments, or other documents as shall in the opinion of the Optionee transfer to the Optionee fee simple absolute marketable title in the

above-referenced real estate, free and clear of liens and encumbrances objectionable to the Optionee.

T.A.W. L-L-P

However, if the Optionee fully complies with the Lease Agreement executed simultaneously with this Option to Purchase Real Property, the Optionee's Option price shall be $427,300.87 if the Optionee exercises the Option on May 17, 2007, and $ 431767.29 if the Optionee exercises the Option on May 17, 2007. If the Optionee desires to exercise the Option sooner than May 17, 2007, the Optionee may do so provided the Optionee pays the full amount due as of the date of closing plus interest in accordance with the amortization schedule attached as EXHIBIT A, the terms of which are incorporated herein. The amortization schedule shall credit the Optionee with payments made by the Lessee pursuant to the parties' Lease Agreement executed simultaneously with this Option to Purchase Real Property.

SECTION FIVE
NOTICES

Notices required to be given pursuant to this Option to Purchase Real Property shall be given in writing by certified mail, return receipt requested, at these addresses:

Optionor: 104 Cape Hatteras Court, Ninety Six, S.C. 29666

Optionee: 5201-A Old Laurens Road, Greenwood, S.C. 29649

Notices are deemed validly given when mailed. If the Optionor or the Optionee shall change mailing addresses, the moving party shall notify in writing the other party of the moving party's new address.

SECTION SIX
MODIFICATION

No modification or amendment of this Option to Purchase Real Property shall be effective unless such modification or amendment shall be in writing and signed by all parties.

SECTION SEVEN
BINDING EFFECT

This Option to Purchase Real Property shall be binding on and shall inure to the benefit of the parties and their heirs, successors, and assigns. Nothing in this Option to Purchase Real Property, expressed or implied, is intended to or shall confer upon any person or business entity other than the Optionor and the Optionee, and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns, any rights, remedies, obligations, or liabilities.

T.A.W. L-L-P

SECTION EIGHT
ENTIRE AGREEMENT

This Option to Purchase Real Property – along with the Lease Agreement and Bill of Sale which the parties are entering into simultaneously with this Option to Purchase Real Property, the terms of which shall be incorporated into this Option to Purchase Real Property – express the entire understanding of the Optionor and the Optionee with regard to the Option, and there are no other written or oral agreements, warranties, covenants, or promises governing this Option to Purchase Real Property between the Optionor and the Optionee except as set forth or referenced herein.

SECTION NINE
GOVERNING LAW; CHOICE OF VENUE

This Option to Purchase Real Property shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina, and all obligations of the Optionor and the Optionee created hereunder shall be performed in the State of South Carolina. Any legal or equitable claim based upon this Option to Purchase Real Property shall be filed and heard in the courts in Greenwood County, South Carolina. At the Optionor's sole discretion, any legal or equitable claim based upon this Option to Purchase Real Property may be heard and determined by an arbitrator, mediator, master in equity, or special referee in Greenwood County, South Carolina.

SECTION TEN
SEVERABILITY

If any provision of this Option to Purchase Real Property shall, to any extent, be held invalid, illegal, or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining part of such provision, and the validity, legality, and enforceability of the other provisions hereof, shall not be affected thereby, and each term, covenant, or condition shall be valid and enforced to the fullest extent permitted by law. If any such invalidity shall be caused by the length of any period of time, the size of any area, or the scope of activities set forth in any provision hereof, such period of time, such area, or such scope, or all, shall be considered to be reduced to a period, area, or scope which would cure such invalidity. Any provision of this Option to Purchase Real Property which is held invalid, illegal, or unenforceable in any jurisdiction shall not be deemed invalid, illegal, or unenforceable in any other jurisdiction.

SECTION ELEVEN
TIME OF THE ESSENCE; WAIVER

Time is of the essence of this Option to Purchase Real Property. However, no waiver of any breach of any covenant, agreement, or undertaking contained herein shall operate as a waiver of any subsequent breach of the same covenant, agreement, or undertaking or as a waiver of any breach of any other covenant, agreement, or undertaking. In the case of a breach by the Optionor or the Optionee of any covenant, agreement, or undertaking, the nonbreaching party may nevertheless

accept from the other any payment or performance without waiving its right to exercise any right or remedy provided herein or otherwise, with respect to any such breach which was in existence at the time such payment or performance was accepted by it. No failure of the Optionor or the Optionee to exercise any power given herein or to insist upon strict compliance with any covenant, agreement, or undertaking contained herein, or to object to any custom or practice which varies from the terms hereof, shall constitute a waiver of such party's right to demand exact compliance with the terms of this Option to Purchase Agreement. The waiver by the Optionor or the Optionee of a breach of any covenant, agreement, or undertaking contained herein shall be made only by a written waiver in each case, and no such waiver shall operate or be construed as a waiver of any prior or subsequent breach.

SECTION TWELVE
ATTORNEY FEES AND COSTS

If either the Optionor or the Optionee brings any suit or claim to enforce any of the terms of this Option to Purchase Real Property, or has to defend any suit or claim arising out of, in the course of, or related to the terms of this Option to Purchase Real Property, the prevailing party in such suit or claim shall be entitled to reasonable attorney fees and costs of litigation.

SECTION THIRTEEN
COUNTERPARTS

This Option to Purchase Real Property may be executed in more than one counterpart, each such counterpart shall be deemed an original, and all such counterparts shall constitute one and the same agreement. This Option to Purchase Real Property shall be effective when executed by the Optionor and the Optionee, but the Optionor and the Optionee need not execute the original or the same counterpart.

SECTION FOURTEEN
CAPTIONS

The headings, titles, and captions of the Sections of this Option to Purchase Real Property are inserted only to facilitate reference. They shall not define, limit, extend, or describe the scope or intent of this Option to Purchase Real Property or any provision hereof, and they shall not constitute a part hereof or affect the meaning or interpretation of this Option to Purchase Real Property or any part hereof.

SECTION FIFTEEN
REMEDIES CUMULATIVE

Except as otherwise expressly provided herein, all rights, powers, and privileges conferred hereunder upon the Optionor or the Optionee shall be cumulative and not restrictive of those given by law. No remedy herein conferred is exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given by agreement

or now or hereafter existing at law or in equity or by statute.

SECTION SIXTEEN
BINDING EFFECT

This Option to Purchase Real Property shall be binding upon, shall inure to the benefit of, and shall be enforceable by and against the Optionor and the Optionee and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns. Nothing in this Option to Purchase Real Property, expressed or implied, is intended to or shall confer upon any person or business entity other than the Optionor and the Optionee, and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns, any rights, remedies, obligations, or liabilities.

SECTION SEVENTEEN
FURTHER ASSURANCES

The Optionor and the Optionee will execute, deliver, acknowledge, or supply such further documents, instruments, and assurances as shall be reasonably necessary or appropriate to carry out the full intent and purposes of this Option to Purchase Real Property.

IN WITNESS WHEREOF, the Optionor and the Optionee have executed this Option to Purchase Real Property in Greenwood, South Carolina, as of the date first above written.

WITNESSES: (AS TO OPTIONOR)

T. SCOTT WARD

WITNESSES: (AS TO OPTIONEE)

MANI INVESTMENTS, LLC

By: Anjay R. Patel, member

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENWOOD)

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn, says that (s)he saw the within-named parties sign, seal, and as their act and deed deliver the within-written document and that (s)he with the other witness above witnessed the execution thereof.

Witness

SWORN to before me this 17
day of May, 2004.

Notary Public for South Carolina
My Commission Expires: 4-30-08

EXHIBIT A

Pmt	Date	Principal	Interest	Bal
Bal	5/17/04	Opening Bal		500,00

Projected Payments

	6/1/04	Rate - 5.0580%	New Pmt -	3,96
1	6/17/04	1,861.50	2,107.50	498,13
2	7/17/04	1,869.35	2,099.65	496,26
3	8/17/04	1,877.23	2,091.77	494,39
4	9/17/04	1,885.14	2,083.86	492,50
5	10/17/04	1,893.08	2,075.92	490,61
6	11/17/04	1,901.06	2,067.94	488,71
7	12/17/04	1,909.08	2,059.92	486,80
8	1/17/05	1,917.12	2,051.88	484,88
9	2/17/05	1,925.20	2,043.80	482,96
10	3/17/05	1,933.32	2,035.68	481,02
11	4/17/05	1,941.47	2,027.53	479,08
12	5/17/05	1,949.65	2,019.35	477,13
13	6/17/05	1,957.87	2,011.13	475,17
14	7/17/05	1,966.12	2,002.88	473,21
15	8/17/05	1,974.41	1,994.59	471,23
16	9/17/05	1,982.73	1,986.27	469,25
17	10/17/05	1,991.09	1,977.91	467,26
18	11/17/05	1,999.48	1,969.52	465,26
19	12/17/05	2,007.91	1,961.09	463,25
20	1/17/06	2,016.37	1,952.63	461,24
21	2/17/06	2,024.87	1,944.13	459,21
22	3/17/06	2,033.40	1,935.60	457,18
23	4/17/06	2,041.98	1,927.02	455,14
24	5/17/06	2,050.58	1,918.42	453,08
25	6/17/06	2,059.23	1,909.77	451,03
26	7/17/06	2,067.91	1,901.09	448,96
27	8/17/06	2,076.62	1,892.38	446,88
28	9/17/06	2,085.37	1,883.63	444,80
29	10/17/06	2,094.16	1,874.84	442,70
30	11/17/06	2,102.99	1,866.01	440,60
31	12/17/06	2,111.86	1,857.14	438,49
32	1/17/07	2,120.76	1,848.24	436,37
33	2/17/07	2,129.70	1,839.30	434,24
34	3/17/07	2,138.67	1,830.33	432,10
35	4/17/07	2,147.69	1,821.31	429,95
36	5/17/07	429,955.03	1,812.26	0.

Opening Date:	5/17/04
Loan Amount:	500,000.00
Payment Amount:	3,969.00
Current Interest Rate:	5.0580%
Original Length:	3 Years
Payment Frequency:	Monthly
Compounding Period:	Monthly
Balloon Amount:	431,767.29
Payee:	T. Scott Ward
Current Balance:	500,000.00
Remaining Pmts:	36
Final Pmt Date:	5/17/07

CLOSING STATEMENT

LEASE WITH OPTION AND BILL OF SALE

T. SCOTT WARD, LESSOR
ONE STOP MARINA, INC., OWNER OF INVENTORY
MANI INVESTMENTS, LLC, LESSEE/BUYER

PAYMENT FOR OPTION	$100,000.00
INVENTORY	56,869.94
CASH IN DRAWER	3,000.00
TOTAL DUE T. SCOTT WARD AND ONE STOP MARINA, INC. FROM MANI INVESTMENTS, LLC	$159,869.94
LESS: ERNEST MONEY HELD BY GREENWOOD REALTY	- 5,000.00
TOTAL DUE AT CLOSING	$154,869.94

AS TO SCOTT WARD
LESS:

THE GARRETT LAW FIRM, (LEASE, OPTION, ETC.)	- 750.00
THE GARRETT LAW FIRM (OTHER CASES TO DATE)	- 11,125.00
GREENWOOD REALTY COMPANY - COMMISSION	- 50,000.00
DUE TO T. SCOTT WARD AND ONE STOP MARINA AT CLOSING	$ 92,994.94

ANJAY PATEL

T. SCOTT WARD

May 17, 2004

DEFENDANT'S EXHIBIT 4 A Patel 4/20/10

STATE OF SOUTH CAROLINA)
) **LEASE AGREEMENT**
COUNTY OF GREENWOOD)

THIS LEASE AGREEMENT is made this 17th day of May, 2007, between T. SCOTT WARD (the "Lessor") and MANI INVESTMENTS, LLC, a South Carolina limited liability company (the "Lessee"), and ANJAY R. PATEL (the "Guarantor"). This Lease Agreement supersedes and terminates the Lease Agreement entered into between the parties on May 17, 2004.

SECTION ONE
DESCRIPTION OF PREMISES

The Lessor leases to the Lessee, and the Lessee leases from the Lessor, the real estate located at 5201 Old Laurens Road and 5119 Old Laurens Road in Greenwood, South Carolina. The real estate is described as follows;

TRACT 1:

All that piece, parcel or lot land, with the improvements thereon, lying and being situate in the County of Greenwood, State of South Carolina, containing 0.76 acres, more or less, and being shown on plat of survey prepared for Grover Kneece by Freeland-Clinkscales & Rykard, Inc. recorded in Plat Book 91 at Page 83 OCC for Greenwood County. For a more complete and accurate description of metes and bounds, reference is specifically made to the aforementioned plat.

This is the identical property conveyed by deed of Grover P. Kneece and Betty D. Kneece to T. Scott Ward dated August 10, 1998, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 533 at Page 198.

Tax Map Number: 6960-477-154

TRACT 2:

All and singular those certain pieces, parcels or lots of land, with improvements thereon, situate, lying and being in th County of Greenwood, State of South Carolina, being shown and depicted on plat of Newby-Proctor & Associates, from a survey dated March 15, 1997, a copy of which is recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 103, at Page 121. Said lots make up Lot B as shown on said plat and consist of a portion of Parcel 4, all of Lots 3, 2, 1, and 8 and the old abandoned highway right of way. Lot B contains .57 acres and is bound on the North by Lake Drive; on the East by Old Laurens Highway (S.C. 24-39); on the South by the remainder of Parcel 4 and a portion of the old abandoned highway right of way being lands of Cobb; and on the West by Shoreline Drive.

This is the identical property conveyed by deed of James T. Milford to T. Scott Ward dated March

DEFENDANT'S EXHIBIT 5 A Patel 8/20/08

23, 2001, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 664 at Page 208.

Tax Map Number: 6960-478-135

SECTION TWO
TERM AND RENTAL

The term of this Lease Agreement is for two (2) months beginning May 18, 2007, and ending July 17, 2007. The Lessee shall pay the Lessor rent at the rate of $4,500.00 per month in advance on or before the 18th day of each month. The Lessee's first payment pursuant to this Lease Agreement is due not later than 5:00 p.m. on May 18, 2007, and the Lessee's second and final payment is due not later than 5:00 p.m. on June 18, 2007. If the Lessee fails to pay any rental obligation by the due date and time, the Lessee shall pay interest to the Lessor on all past-due rental obligations at the rate of 1.5 percent per month.

SECTION THREE
NEW LEASE OPTION

The Lessee shall notify the Lessor in writing if the Lessee desires to lease the premises for longer than two (2) months. The Lessee shall send such written notification to the Lessor on or before June 18, 2007. Upon receiving such written notification, the Lessor shall act in good faith in bargaining with the Lessee regarding the terms of a new Lease Agreement.

SECTION FOUR
TITLE AND ENJOYMENT

The Lessor covenants that the Lessee, upon paying the rental obligations provided for herein, and upon keeping, observing, and performing all other terms, covenants, and agreements herein required of the Lessee, shall peaceably and quietly have, hold, and enjoy the premises for the entire two (2) month term of this Lease Agreement, subject to the terms, covenants, and agreements provided for in this Lease Agreement.

SECTION FIVE
LESSEE'S OBLIGATIONS; DISCLOSURES

The Lessee shall:

(1) comply with all obligations primarily imposed upon lessees, including lessees of convenience stores and gasoline stations, by applicable provisions of any laws, ordinances, regulations, and codes materially affecting health and safety;

(2) keep the interior and exterior of the premises reasonably safe and reasonably clean;

(3) dispose from the premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner;

(4) keep all plumbing fixtures in the premises reasonably clean;

(5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances in the premises;

(6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the Lessee's permission or who is allowed access to the premises by the Lessee;

(7) maintain the floating docks, and the walkways to and from the docks, in a safe condition at all times;

(8) maintain petroleum product distribution readings in accordance with DHEC or other governmental standards, with or without the use of a vita-root; and

(9) comply with this Lease Agreement and rules and regulations.

The Lessee covenants that the premises shall be used solely for the maintenance and operation of a convenience store and gasoline station during such time the Lessee is in possession of the premises. The Lessee covenants not to use the premises for any illegal purpose or in any such manner as to violate any applicable and valid law, rule, or regulation of any governmental body; covenants to occupy and use the premises in a careful, safe, and proper manner; and covenants not to permit any waste to the premises.

Prior to the commencement of this Lease Agreement, all defects in, on, or surrounding the premises, if any, have been disclosed by the Lessor to the Lessee. The Lessee accepts the premises in and on an "as is" basis, without warranty or representation by the Lessor. The Lessor and the Lessee are both experienced in commercial business ventures and have negotiated the terms of this Lease Agreement at arm's length with the assistance of legal counsel or with the opportunity to have consulted legal counsel.

SECTION SIX
REPAIRS

The Lessee covenants that the Lessee shall, at the Lessee's sole expense:

(1) maintain the interior of the premises, including equipment, fixtures, and furniture, in good order and repair;

(2) maintain any exterior signs and glass relating to the premises or convenience store

business in good order and repair;

(3) maintain the heating and air conditioning system in the premises in good order and repair;

(4) repair all broken glass, locks, lighting fixtures, and any other damages to the premises resulting from accidents and/or the Lessee's or its agents' or invitees' negligence or intentional acts. The Lessee shall submit all repair and upkeep invoices to the Lessor as requested;

(5) maintain the floating docks, and the walkways to and from the floating docks, in good order and repair;

(6) maintain all driveways, parking lots, and cement pads in good order and repair; and

(7) be responsible for all landscaping on the premises.

The Lessor covenants that the Lessor shall, at the Lessor's sole expense:

(1) maintain all exterior portions of the premises (with the exception of signs and glass); and

(2) maintain the structural integrity of the entire building.

In the event the Lessee causes any damages to the premises and thereafter refuses to remedy and repair such damages, the Lessor shall have the right to repair such damages at the sole expense of the Lessee.

The Lessor has the right to enter the premises and to take whatever steps are necessary to protect the same. Upon expiration or termination of this Lease Agreement for any reason, the Lessee shall surrender the premises to the Lessee in the same condition the premises were received at the beginning of the Lease Agreement, except for ordinary and normal wear and tear.

SECTION SEVEN
LESSOR'S EXISTING CONTRACTS AND LEASES

The Lessor stipulates that it has no existing or contingent contracts or obligations with any petroleum supplier or food or beverage vender which will be binding on the Lessee. The Lessee acknowledges and agrees that the Lessee will have to enter into contracts with petroleum suppliers and food and beverage venders. Furthermore, the Lessor stipulates that no other lessees have an interest in the leased real estate.

Record on Appeal Appellant Patel0184

SECTION EIGHT
GOVERNMENTAL REQUIREMENTS

The Lessee shall maintain all gasoline pumps and related equipment on the premises in accordance with all applicable standards prescribed by any governmental entity, including but not limited to the S.C. Department of Health and Environmental Control. Furthermore, the Lessee shall conduct and maintain all gasoline readings required by any governmental entity, including but not limited to the S.C. Department of Health and Environmental Control.

SECTION NINE
ALTERATIONS

The Lessee may modify the premises, at the Lessee's sole expense, so long as such modifications, alterations, changes, and improvements reasonably relate to and enhance the premises and are consistent with the Lessee's continued use of the premises. However, prior to vacating the premises, the Lessee shall repair any damage done to the premises as a result of the modifications. Title to any modifications, alterations, changes, and improvements made by the Lessee shall, at the option of the Lessor, pass to the Lessor at the expiration or termination of this Lease Agreement. However, the Lessor may require the Lessee to remove any modifications, alterations, changes, and improvements upon the expiration or termination of the Lease Agreement.

SECTION TEN
PARKING SPACES

The Lessor shall designate parking spaces for the Lessee's employees and the Lessor and his employees, if any. Such parking spaces will be situated so as to not interfere with the Lessee's and the Lessor's customers who visit the premises. It is contemplated, though not guaranteed, that the Lessor may lease back a portion of the premises from the Lessee to conduct various business activities.

SECTION ELEVEN
RESTRICTION AGAINST MECHANICS' LIENS

The Lessee shall pay and settle all expenses and liabilities arising out of or in any way connected with any and all construction, repairs, alterations, or maintenance related to the premises. The Lessee shall be responsible for all mechanics' and materialmen's liens, and all liens of a similar character, arising out of or growing out of the construction, repair, alteration, or maintenance of the premises, provided that the Lessee contracted for such goods or services.

SECTION TWELVE
ASSIGNMENT AND SUBLETTING

The Lessee shall not transfer and/or assign the Lessee's rights pursuant to this Lease

Agreement or sublet the premises without the prior written consent of the Lessor, which consent will not be unreasonably withheld.

SECTION THIRTEEN
TAXES AND OTHER LIENS

The Lessee covenants and agrees to pay all sales taxes, personal property taxes, special assessments, business license fees, gasoline related taxes and fees, inventory assessments, and other taxes or fees which become due during the term of this Lease Agreement. The Lessor shall pay all real property taxes which become due during the term of this Lease Agreement.

SECTION FOURTEEN
INSURANCE

The Lessee shall purchase and pay for insurance to cover the real property and all of the personal property, equipment, and fixtures located in the premises, including fire and casualty insurance, in minimum amounts of $450,000.00 for the real estate and $50,000.00 for personal property, equipment, and fixtures. The Lessor shall be an additional named insured in each such policy or policies, and the Lessee shall provide the Lessor a certificate of insurance for each such policy or policies.

The Lessee shall purchase and maintain in full force general liability insurance adequate to protect against liability for claims arising from public use of the premises or arising out of any accident occurring in or around the premises, in the minimum amount of $1 million. The Lessor shall be an additional named insured in each such policy or policies, and the Lessee shall provide the Lessor a certificate of insurance for each such policy or policies. The Lessor shall not be liable for any damage to the person or property of the Lessee or the Lessee's employees, agents, invitees, or guests from perils customarily covered by the Lessee's general liability insurance.

The Lessee shall maintain worker's compensation insurance for the Lessee's employees if the Lessee maintains the number of employees which requires the Lessee to be covered by South Carolina's worker's compensation laws. The Lessee shall provide the Lessor a certificate of insurance for each such policy.

SECTION FIFTEEN
DESTRUCTION OF OR DAMAGE TO PREMISES

If the premises shall be destroyed or damaged wholly or in part by fire, lightning, earthquake, windstorm, or any other such casualty to the extent that normal use and occupancy of the premises is substantially impaired, the Lessor, in the Lessor's sole discretion, may terminate this Lease Agreement or repair the damaged premises to make them useable. If the Lessor opts to repair the premises, the Lessee shall be allowed a rent reduction allowance during the period of time in which the premises are rendered un-usable as a result of fire, lightning, earthquake, windstorm, or any other

such casualty. The Lessor shall not be responsible to the Lessee for damages or other loss, economic or otherwise, except by way of rent abatement during the period of actual uninhabitability caused by fire, lightning, earthquake, windstorm, or any other such casualty.

SECTION SIXTEEN
UTILITY BILLS

The Lessee promptly shall pay all bills for telephone service, water, sewer, gas, oil, electricity, and cable attributable to the premises during the term of this Lease Agreement.

SECTION SEVENTEEN
INDEMNITY

The Lessee agrees to indemnify and hold the Lessor harmless from any and all claims, legal or otherwise, which may arise against the Lessor which are in any way connected with the Lessee's use of the premises, including but not limited to any and all claims which may arise from, on, in, or about the premises when such claims arise out of or are caused in whole or in part by a defective, dangerous, or unsafe condition of the premises, equipment, fixtures, or appurtenances required to be maintained in good repair by the Lessee, and/or when such claims arise out of or are caused by the Lessee's negligence, intentional acts, or failure to perform the Lessee's obligations pursuant to this Lease Agreement.

SECTION EIGHTEEN
NOTICES

Notices required to be given pursuant to this Lease Agreement shall be given in writing by certified mail, return receipt requested, at these addresses:

Lessor: 302 Gentry Run, Greenwood, S.C. 29649

Lessee: ~~5201 A Old Laurens Road, Greenwood, S.C. 29649~~
731 Chesnee Highway Gaffney SC 29341

Notices are deemed validly given when mailed. If the Lessor or the Lessee shall change mailing addresses, the moving party shall notify in writing the other party of the moving party's new address.

SECTION NINETEEN
POSSESSION OF PREMISES

It is understood and agreed that upon the execution of this Lease Agreement and compliance with the terms stated herein, the Lessee shall be given possession of the premises on or about May 18, 2007.

SECTION TWENTY
BREACH BY LESSEE; DEFAULT

If the Lessee fails to pay when due any rental obligation payable to the Lessor pursuant to this Lease Agreement, or if the Lessee fails to observe or perform any of the provisions, obligations, and/or covenants required of the Lessee pursuant to the terms of this Lease Agreement, the Lessee shall be in default.

SECTION TWENTY-ONE
LESSOR'S REMEDIES

Upon any default involving the payment of rent, the Lessor shall provide the Lessee with written notice of default, and the Lessee shall have five (5) days to cure said default. Upon any default not involving the payment of rent, the Lessor shall provide the Lessee with written notice of default, and the Lessee shall have 10 days to cure said default. If the Lessee does not cure the default within either the relevant five (5) day or 10-day period, the Lessor may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies possessed by the Lessor in the State of South Carolina, including termination of the Lease Agreement (and termination of the Option to Purchase Real Estate entered into on May 17, 2004) and eviction in lieu of any outstanding indebtedness. For purposes of terminating the Lease Agreement, the Lessor or the Lessor's representatives may enter the premises without the necessity of legal process, to the extent allowed by law.

SECTION TWENTY-TWO
MODIFICATION

No modification or amendment of this Lease Agreement shall be effective unless such modification or amendment shall be in writing and signed by all parties.

SECTION TWENTY-THREE
TIME OF THE ESSENCE; WAIVER

Time is of the essence of this Lease Agreement. However, no waiver of any breach of any covenant, agreement, or undertaking contained herein shall operate as a waiver of any subsequent breach of the same covenant, agreement, or undertaking or as a waiver of any breach of any other covenant, agreement, or undertaking. In the case of a breach by the Lessor or the Lessee of any covenant, agreement, or undertaking, the nonbreaching party may nevertheless accept from the other any payment or performance without waiving its right to exercise any right or remedy provided herein or otherwise, with respect to any such breach which was in existence at the time such payment or performance was accepted by it. No failure of the Lessor or the Lessee to exercise any power given herein or to insist upon strict compliance with any covenant, agreement, or undertaking contained herein, or to object to any custom or practice which varies from the terms hereof, shall constitute a waiver of such party's right to demand exact compliance with the terms of this Lease

Agreement. The waiver by the Lessor or the Lessee of a breach of any covenant, agreement, or undertaking contained herein shall be made only by a written waiver in each case, and no such waiver shall operate or be construed as a waiver of any prior or subsequent breach.

SECTION TWENTY-FOUR
ATTORNEY FEES AND COSTS

If either the Lessor or the Lessee brings any suit or claim to enforce any of the terms of this Lease Agreement, or has to defend any suit or claim arising out of and in the course of the terms of this Lease Agreement, the prevailing party in such suit or claim shall be entitled to reasonable attorney fees and costs of litigation.

SECTION TWENTY-FIVE
ENTIRE AGREEMENT

This Lease Agreement expresses the entire understanding of the Lessor and the Lessee with regard to the lease of the premises, and there are no other written or oral agreements, warranties, covenants, or promises governing this Lease Agreement between the Lessor and the Lessee except as set forth or referenced herein.

SECTION TWENTY-SIX
GOVERNING LAW; CHOICE OF VENUE

This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina, and all obligations of the Lessor and the Lessee created hereunder shall be performed in the State of South Carolina. Any legal or equitable claim based upon this Lease Agreement shall be filed and heard in Greenwood County, South Carolina. At the Lessor's sole discretion, any legal or equitable claim based upon this Lease Agreement may be heard and determined by an arbitrator, mediator, master in equity, or special referee in Greenwood County, South Carolina.

SECTION TWENTY-SEVEN
SEVERABILITY

If any provision of this Lease Agreement shall, to any extent, be held invalid, illegal, or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining part of such provision, and the validity, legality, and enforceability of the other provisions hereof, shall not be affected thereby, and each term, covenant, or condition shall be valid and enforced to the fullest extent permitted by law. If any such invalidity shall be caused by the length of any period of time, the size of any area, or the scope of activities set forth in any provision hereof, such period of time, such area, or such scope, or all, shall be considered to be reduced to a period, area, or scope which would cure such invalidity. Any provision of this Lease Agreement which is held invalid, illegal, or unenforceable in any jurisdiction shall not be deemed invalid, illegal, or unenforceable in any

other jurisdiction.

SECTION TWENTY-EIGHT
COUNTERPARTS

This Lease Agreement may be executed in more than one counterpart, each such counterpart shall be deemed an original, and all such counterparts shall constitute one and the same agreement. This Lease Agreement shall be effective when executed by the Lessor and the Lessee, but the Lessor and the Lessee need not execute the original or the same counterpart.

SECTION TWENTY-NINE
CAPTIONS

The headings, titles, and captions of the Sections of this Lease Agreement are inserted only to facilitate reference. They shall not define, limit, extend, or describe the scope or intent of this Lease Agreement or any provision hereof, and they shall not constitute a part hereof or affect the meaning or interpretation of this Lease Agreement or any part hereof.

SECTION THIRTY
REMEDIES CUMULATIVE

Except as otherwise expressly provided herein, all rights, powers, and privileges conferred hereunder upon the Lessor or the Lessee shall be cumulative and not restrictive of those given by law. No remedy herein conferred is exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given by agreement or now or hereafter existing at law or in equity or by statute.

SECTION THIRTY-ONE
BINDING EFFECT

This Lease Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by and against the Lessor and the Lessee and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns. Nothing in this Lease Agreement, expressed or implied, is intended to or shall confer upon any person or business entity other than the Lessor and the Lessee, and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns, any rights, remedies, obligations, or liabilities.

SECTION THIRTY-TWO
FURTHER ASSURANCES

The Lessor and the Lessee will execute, deliver, acknowledge, or supply such further documents, instruments, and assurances as shall be reasonably necessary or appropriate to carry out the full intent and purposes of this Lease Agreement.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Lease Agreement as of the date first above written.

WITNESSES: (AS TO LESSOR)

T. SCOTT WARD

WITNESSES: (AS TO LESSEE)

MANI INVESTMENTS, LLC

By: ANJAY R. PATEL, member

PERSONAL GUARANTY

The undersigned hereby jointly and severally guarantees the obligations of the Lessee contained in the foregoing Lease Agreement.

ANJAY R. PATEL

STATE OF SOUTH CAROLINA)
) LEASE AGREEMENT
COUNTY OF GREENWOOD)

THIS LEASE AGREEMENT is made this 19th day of July, 2007, between T. SCOTT WARD (the "Lessor") and MANI INVESTMENTS, LLC, a South Carolina limited liability company (the "Lessee"), and ANJAY R. PATEL (the "Guarantor"). This Lease Agreement supersedes and terminates the Lease Agreement entered into between the parties on or about May 17, 2007.

SECTION ONE
DESCRIPTION OF PREMISES

The Lessor leases to the Lessee, and the Lessee leases from the Lessor, the real estate located at 5201 Old Laurens Road and 5119 Old Laurens Road in Greenwood, South Carolina. The real estate is described as follows:

TRACT 1:

All that piece, parcel or lot land, with the improvements thereon, lying and being situate in the County of Greenwood, State of South Carolina, containing 0.76 acres, more or less, and being shown on plat of survey prepared for Grover Kneece by Freeland-Clinkscales & Rykard, Inc. recorded in Plat Book 91 at Page 83 OCC for Greenwood County. For a more complete and accurate description of metes and bounds, reference is specifically made to the aforementioned plat.

This is the identical property conveyed by deed of Grover P. Kneece and Betty D. Kneece to T. Scott Ward dated August 10, 1998, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 533 at Page 198.

Tax Map Number: 6960-477-154

TRACT 2:

All and singular those certain pieces, parcels or lots of land, with improvements thereon, situate, lying and being in th County of Greenwood, State of South Carolina, being shown and depicted on plat of Newby-Proctor & Associates, from a survey dated March 15, 1997, a copy of which is recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 103, at Page 121. Said lots make up Lot B as shown on said plat and consist of a portion of Parcel 4, all of Lots 3, 2, 1, and 8 and the old abandoned highway right of way. Lot B contains .57 acres and is bound on the North by Lake Drive; on the East by Old Laurens Highway (S.C. 24-39); on the South by the remainder of Parcel 4 and a portion of the old abandoned highway right of way being lands of Cobb; and on the West by Shoreline Drive.

This is the identical property conveyed by deed of James T. Milford to T. Scott Ward dated March

DEFENDANT'S EXHIBIT 6 A Patel

23, 2001, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 664 at Page 208.

Tax Map Number: 6960-478-135

SECTION TWO
TERM AND RENTAL

The term of this Lease Agreement is for two (2) months beginning July 19, 2007, and ending September 17, 2007. The Lessee shall pay the Lessor rent at the rate of $4,500.00 per month in advance on or before the 19th day of each month. The Lessee's first payment pursuant to this Lease Agreement is due not later than 5:00 p.m. on July 19, 2007, and the Lessee's second and final payment is due not later than 5:00 p.m. on August 19, 2007. If the Lessee fails to pay any rental obligation by the due date and time, the Lessee shall pay interest to the Lessor on all past-due rental obligations at the rate of 1.5 percent per month.

SECTION THREE
TITLE AND ENJOYMENT

The Lessor covenants that the Lessee, upon paying the rental obligations provided for herein, and upon keeping, observing, and performing all other terms, covenants, and agreements herein required of the Lessee, shall peaceably and quietly have, hold, and enjoy the premises for the entire two (2) month term of this Lease Agreement, subject to the terms, covenants, and agreements provided for in this Lease Agreement.

SECTION FOUR
LESSEE'S OBLIGATIONS; DISCLOSURES

The Lessee shall:

(1) comply with all obligations primarily imposed upon lessees, including lessees of convenience stores and gasoline stations, by applicable provisions of any laws, ordinances, regulations, and codes materially affecting health and safety;

(2) keep the interior and exterior of the premises reasonably safe and reasonably clean;

(3) dispose from the premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner;

(4) keep all plumbing fixtures in the premises reasonably clean;

(5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances in the premises;

(6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the Lessee's permission or who is allowed access to the premises by the Lessee;

(7) maintain the floating docks, and the walkways to and from the docks, in a safe condition at all times;

(8) maintain petroleum product distribution readings in accordance with DHEC or other governmental standards, with or without the use of a vita-root; and

(9) comply with this Lease Agreement and rules and regulations.

The Lessee covenants that the premises shall be used solely for the maintenance and operation of a convenience store and gasoline station during such time the Lessee is in possession of the premises. The Lessee covenants not to use the premises for any illegal purpose or in any such manner as to violate any applicable and valid law, rule, or regulation of any governmental body; covenants to occupy and use the premises in a careful, safe, and proper manner; and covenants not to permit any waste to the premises.

Prior to the commencement of this Lease Agreement, all defects in, on, or surrounding the premises, if any, have been disclosed by the Lessor to the Lessee. The Lessee accepts the premises in and on an "as is" basis, without warranty or representation by the Lessor. The Lessor and the Lessee are both experienced in commercial business ventures and have negotiated the terms of this Lease Agreement at arm's length with the assistance of legal counsel or with the opportunity to have consulted legal counsel.

SECTION FIVE
REPAIRS

The Lessee covenants that the Lessee shall, at the Lessee's sole expense:

(1) maintain the interior of the premises, including equipment, fixtures, and furniture, in good order and repair;

(2) maintain any exterior signs and glass relating to the premises or convenience store business in good order and repair;

(3) maintain the heating and air conditioning system in the premises in good order and repair;

(4) repair all broken glass, locks, lighting fixtures, and any other damages to the premises resulting from accidents and/or the Lessee's or its agents' or invitees' negligence or intentional acts.

The Lessee shall submit all repair and upkeep invoices to the Lessor as requested;

(5) maintain the floating docks, and the walkways to and from the floating docks, in good order and repair;

(6) maintain all driveways, parking lots, and cement pads in good order and repair; and

(7) be responsible for all landscaping on the premises.

The Lessor covenants that the Lessor shall, at the Lessor's sole expense:

(1) maintain all exterior portions of the premises (with the exception of signs and glass); and

(2) maintain the structural integrity of the entire building.

In the event the Lessee causes any damages to the premises and thereafter refuses to remedy and repair such damages, the Lessor shall have the right to repair such damages at the sole expense of the Lessee.

The Lessor has the right to enter the premises and to take whatever steps are necessary to protect the same. Upon expiration or termination of this Lease Agreement for any reason, the Lessee shall surrender the premises to the Lessee in the same condition the premises were received at the beginning of the Lease Agreement, except for ordinary and normal wear and tear.

SECTION SIX
LESSOR'S EXISTING CONTRACTS AND LEASES

The Lessor stipulates that it has no existing or contingent contracts or obligations with any petroleum supplier or food or beverage vender which will be binding on the Lessee. The Lessee acknowledges and agrees that the Lessee will have to enter into contracts with petroleum suppliers and food and beverage venders. Furthermore, the Lessor stipulates that no other lessees have an interest in the leased real estate.

SECTION SEVEN
GOVERNMENTAL REQUIREMENTS

The Lessee shall maintain all gasoline pumps and related equipment on the premises in accordance with all applicable standards prescribed by any governmental entity, including but not limited to the S.C. Department of Health and Environmental Control. Furthermore, the Lessee shall conduct and maintain all gasoline readings required by any governmental entity, including but not limited to the S.C. Department of Health and Environmental Control.

SECTION EIGHT
ALTERATIONS

The Lessee may modify the premises, at the Lessee's sole expense, so long as such modifications, alterations, changes, and improvements reasonably relate to and enhance the premises and are consistent with the Lessee's continued use of the premises. However, prior to vacating the premises, the Lessee shall repair any damage done to the premises as a result of the modifications. Title to any modifications, alterations, changes, and improvements made by the Lessee shall, at the option of the Lessor, pass to the Lessor at the expiration or termination of this Lease Agreement. However, the Lessor may require the Lessee to remove any modifications, alterations, changes, and improvements upon the expiration or termination of the Lease Agreement.

SECTION NINE
PARKING SPACES

The Lessor shall designate parking spaces for the Lessee's employees and the Lessor and his employees, if any. Such parking spaces will be situated so as to not interfere with the Lessee's and the Lessor's customers who visit the premises. It is contemplated, though not guaranteed, that the Lessor may lease back a portion of the premises from the Lessee to conduct various business activities.

SECTION TEN
RESTRICTION AGAINST MECHANICS' LIENS

The Lessee shall pay and settle all expenses and liabilities arising out of or in any way connected with any and all construction, repairs, alterations, or maintenance related to the premises. The Lessee shall be responsible for all mechanics' and materialmen's liens, and all liens of a similar character, arising out of or growing out of the construction, repair, alteration, or maintenance of the premises, provided that the Lessee contracted for such goods or services.

SECTION ELEVEN
ASSIGNMENT AND SUBLETTING

The Lessee shall not transfer and/or assign the Lessee's rights pursuant to this Lease Agreement or sublet the premises without the prior written consent of the Lessor, which consent will not be unreasonably withheld.

SECTION TWELVE
TAXES AND OTHER LIENS

The Lessee covenants and agrees to pay all sales taxes, personal property taxes, special assessments, business license fees, gasoline related taxes and fees, inventory assessments, and other taxes or fees which become due during the term of this Lease Agreement. The Lessor shall pay all

real property taxes which become due during the term of this Lease Agreement.

SECTION THIRTEEN
INSURANCE

The Lessee shall purchase and pay for insurance to cover the real property and all of the personal property, equipment, and fixtures located in the premises, including fire and casualty insurance, in minimum amounts of $450,000.00 for the real estate and $50,000.00 for personal property, equipment, and fixtures. The Lessor shall be an additional named insured in each such policy or policies, and the Lessee shall provide the Lessor a certificate of insurance for each such policy or policies.

The Lessee shall purchase and maintain in full force general liability insurance adequate to protect against liability for claims arising from public use of the premises or arising out of any accident occurring in or around the premises, in the minimum amount of $1 million. The Lessor shall be an additional named insured in each such policy or policies, and the Lessee shall provide the Lessor a certificate of insurance for each such policy or policies. The Lessor shall not be liable for any damage to the person or property of the Lessee or the Lessee's employees, agents, invitees, or guests from perils customarily covered by the Lessee's general liability insurance.

The Lessee shall maintain worker's compensation insurance for the Lessee's employees if the Lessee maintains the number of employees which requires the Lessee to be covered by South Carolina's worker's compensation laws. The Lessee shall provide the Lessor a certificate of insurance for each such policy.

SECTION FOURTEEN
DESTRUCTION OF OR DAMAGE TO PREMISES

If the premises shall be destroyed or damaged wholly or in part by fire, lightning, earthquake, windstorm, or any other such casualty to the extent that normal use and occupancy of the premises is substantially impaired, the Lessor, in the Lessor's sole discretion, may terminate this Lease Agreement or repair the damaged premises to make them useable. If the Lessor opts to repair the premises, the Lessee shall be allowed a rent reduction allowance during the period of time in which the premises are rendered un-usable as a result of fire, lightning, earthquake, windstorm, or any other such casualty. The Lessor shall not be responsible to the Lessee for damages or other loss, economic or otherwise, except by way of rent abatement during the period of actual uninhabitability caused by fire, lightning, earthquake, windstorm, or any other such casualty.

SECTION FIFTEEN
UTILITY BILLS

The Lessee promptly shall pay all bills for telephone service, water, sewer, gas, oil, electricity, and cable attributable to the premises during the term of this Lease Agreement.

SECTION SIXTEEN
INDEMNITY

The Lessee agrees to indemnify and hold the Lessor harmless from any and all claims, legal or otherwise, which may arise against the Lessor which are in any way connected with the Lessee's use of the premises, including but not limited to any and all claims which may arise from, on, in, or about the premises when such claims arise out of or are caused in whole or in part by a defective, dangerous, or unsafe condition of the premises, equipment, fixtures, or appurtenances required to be maintained in good repair by the Lessee, and/or when such claims arise out of or are caused by the Lessee's negligence, intentional acts, or failure to perform the Lessee's obligations pursuant to this Lease Agreement.

SECTION SEVENTEEN
NOTICES

Notices required to be given pursuant to this Lease Agreement shall be given in writing by certified mail, return receipt requested, at these addresses:

Lessor: 302 Gentry Run, Greenwood, S.C. 29649

Lessee: 5201-A Old Laurens Road, Greenwood, S.C. 29649

Notices are deemed validly given when mailed. If the Lessor or the Lessee shall change mailing addresses, the moving party shall notify in writing the other party of the moving party's new address.

SECTION EIGHTEEN
POSSESSION OF PREMISES

It is understood and agreed that upon the execution of this Lease Agreement and compliance with the terms stated herein, the Lessee shall be given possession of the premises on or about July 19, 2007.

SECTION NINETEEN
BREACH BY LESSEE; DEFAULT

If the Lessee fails to pay when due any rental obligation payable to the Lessor pursuant to this Lease Agreement, or if the Lessee fails to observe or perform any of the provisions, obligations, and/or covenants required of the Lessee pursuant to the terms of this Lease Agreement, the Lessee shall be in default.

SECTION TWENTY
LESSOR'S REMEDIES

Upon any default involving the payment of rent, the Lessor shall provide the Lessee with written notice of default, and the Lessee shall have five (5) days to cure said default. Upon any default not involving the payment of rent, the Lessor shall provide the Lessee with written notice of default, and the Lessee shall have 10 days to cure said default. If the Lessee does not cure the default within either the relevant five (5) day or 10-day period, the Lessor may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies possessed by the Lessor in the State of South Carolina, including termination of the Lease Agreement (and termination of the Option to Purchase Real Estate entered into on May 17, 2004) and eviction in lieu of any outstanding indebtedness. For purposes of terminating the Lease Agreement, the Lessor or the Lessor's representatives may enter the premises without the necessity of legal process, to the extent allowed by law.

SECTION TWENTY-ONE
MODIFICATION

No modification or amendment of this Lease Agreement shall be effective unless such modification or amendment shall be in writing and signed by all parties.

SECTION TWENTY-TWO
TIME OF THE ESSENCE; WAIVER

Time is of the essence of this Lease Agreement. However, no waiver of any breach of any covenant, agreement, or undertaking contained herein shall operate as a waiver of any subsequent breach of the same covenant, agreement, or undertaking or as a waiver of any breach of any other covenant, agreement, or undertaking. In the case of a breach by the Lessor or the Lessee of any covenant, agreement, or undertaking, the nonbreaching party may nevertheless accept from the other any payment or performance without waiving its right to exercise any right or remedy provided herein or otherwise, with respect to any such breach which was in existence at the time such payment or performance was accepted by it. No failure of the Lessor or the Lessee to exercise any power given herein or to insist upon strict compliance with any covenant, agreement, or undertaking contained herein, or to object to any custom or practice which varies from the terms hereof, shall constitute a waiver of such party's right to demand exact compliance with the terms of this Lease Agreement. The waiver by the Lessor or the Lessee of a breach of any covenant, agreement, or undertaking contained herein shall be made only by a written waiver in each case, and no such waiver shall operate or be construed as a waiver of any prior or subsequent breach.

SECTION TWENTY-THREE
ATTORNEY FEES AND COSTS

If either the Lessor or the Lessee brings any suit or claim to enforce any of the terms of this

Lease Agreement, or has to defend any suit or claim arising out of and in the course of the terms of this Lease Agreement, the prevailing party in such suit or claim shall be entitled to reasonable attorney fees and costs of litigation.

SECTION TWENTY-FOUR
ENTIRE AGREEMENT

This Lease Agreement expresses the entire understanding of the Lessor and the Lessee with regard to the lease of the premises, and there are no other written or oral agreements, warranties, covenants, or promises governing this Lease Agreement between the Lessor and the Lessee except as set forth or referenced herein.

SECTION TWENTY-FIVE
GOVERNING LAW; CHOICE OF VENUE

This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina, and all obligations of the Lessor and the Lessee created hereunder shall be performed in the State of South Carolina. Any legal or equitable claim based upon this Lease Agreement shall be filed and heard in Greenwood County, South Carolina. At the Lessor's sole discretion, any legal or equitable claim based upon this Lease Agreement may be heard and determined by an arbitrator, mediator, master in equity, or special referee in Greenwood County, South Carolina.

SECTION TWENTY-SIX
SEVERABILITY

If any provision of this Lease Agreement shall, to any extent, be held invalid, illegal, or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining part of such provision, and the validity, legality, and enforceability of the other provisions hereof, shall not be affected thereby, and each term, covenant, or condition shall be valid and enforced to the fullest extent permitted by law. If any such invalidity shall be caused by the length of any period of time, the size of any area, or the scope of activities set forth in any provision hereof, such period of time, such area, or such scope, or all, shall be considered to be reduced to a period, area, or scope which would cure such invalidity. Any provision of this Lease Agreement which is held invalid, illegal, or unenforceable in any jurisdiction shall not be deemed invalid, illegal, or unenforceable in any other jurisdiction.

SECTION TWENTY-SEVEN
COUNTERPARTS

This Lease Agreement may be executed in more than one counterpart, each such counterpart shall be deemed an original, and all such counterparts shall constitute one and the same agreement. This Lease Agreement shall be effective when executed by the Lessor and the Lessee, but the Lessor

and the Lessee need not execute the original or the same counterpart.

SECTION TWENTY-EIGHT
CAPTIONS

The headings, titles, and captions of the Sections of this Lease Agreement are inserted only to facilitate reference. They shall not define, limit, extend, or describe the scope or intent of this Lease Agreement or any provision hereof, and they shall not constitute a part hereof or affect the meaning or interpretation of this Lease Agreement or any part hereof.

SECTION TWENTY-NINE
REMEDIES CUMULATIVE

Except as otherwise expressly provided herein, all rights, powers, and privileges conferred hereunder upon the Lessor or the Lessee shall be cumulative and not restrictive of those given by law. No remedy herein conferred is exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given by agreement or now or hereafter existing at law or in equity or by statute.

SECTION THIRTY
BINDING EFFECT

This Lease Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by and against the Lessor and the Lessee and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns. Nothing in this Lease Agreement, expressed or implied, is intended to or shall confer upon any person or business entity other than the Lessor and the Lessee, and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns, any rights, remedies, obligations, or liabilities.

SECTION THIRTY-ONE
FURTHER ASSURANCES

The Lessor and the Lessee will execute, deliver, acknowledge, or supply such further documents, instruments, and assurances as shall be reasonably necessary or appropriate to carry out the full intent and purposes of this Lease Agreement.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Lease Agreement as of the date first above written.

WITNESSES: (AS TO LESSOR)

T. SCOTT WARD

WITNESSES: (AS TO LESSEE)

MANI INVESTMENTS, LLC

By: ANJAY R. PATEL, member

PERSONAL GUARANTY

The undersigned hereby jointly and severally guarantees the obligations of the Lessee contained in the foregoing Lease Agreement.

ANJAY R. PATEL

May 17 2007

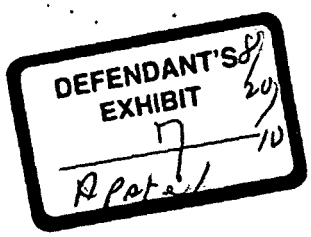
Mr Scott Ward
104 Cape Hatteras Court
Niniety Six SC 29666

Ref Option to purchase 5201 Old Laurens Rd Greenwood

Dear Mr Ward

Just to reiterate our discussion as to the above mentioned property you have agreed to extend the lease for a period of 60 days and will extend if needed for another 60 days giving a total of 120 days whereby we complete our purchase for the above mentioned property . I have signed and faxed you a copy of the lease you send to me .We shall try and have this transaction closed within this time frame. I have discussed it with Small Business lenders who are funding this transaction for us and they are going to try and do all they can to get it done.
Again thank you for time and consideration to this matter

Sincerely Yours Anjay Patel
Mani One Inc



May 10 2007

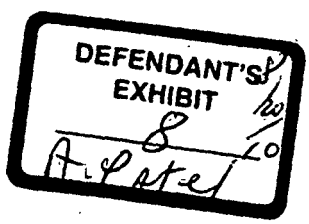
Mr Scott Ward
104 Cape Hatteras Court
Niniety Six SC 29666

Ref Option to purchase 5201 Old Laurens Rd Greenwood

Dear Mr Ward

We at Mani One Inc Are writing to inform you that we are exercising our right to purchase above mentioned property as to our agreement dated 17 may 2004 with you. Enclosed please find a commitment letter from Small Business Lenders who are the bank that shall be providing the funds to us.
They have advised us that it would possibly take anyway from 60 to 120 days to close fund this loan and therefore we are requesting an extension on our lease agreement with you until we can close this transaction for a period of 60 to 120 days.
Your consideration to the above matter will be greatly appreciated. We will be awaiting your response promptly.

Sincerely Anjay Patel
Mani One Inc



RECEIVED

FILED COMMON PLEAS
8TH JUDICIAL CIRCUIT
GREENWOOD, S.C.
2008 OCT 3 PM 1 48

State of South Carolina)
)
County of Greenwood)

Judgment In A Civil Case

Common Pleas Court

Case# 2007-CP-24-1136

Mani Investments LLC
Plaintiff

T Scott Ward, etal
Defendant

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☐ **DECISION BY COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☒ **ACTION DISMISSED**. (CHECK REASON) ☒Rule 12b, SCRCP ☐ Rule 41(a), SCRCP (vol. Nonsuit); ☐ Rule 43(k), SCRCP (settled); ☐ other _____

☐ **ACTION STRICKEN** (CHECK REASON):☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ other _____

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** *(CHECK APPLICABLE BOX)*: ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other
NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL

IT IS ORDERED AND ADJUDGED: ☒ See attached order.(Formal order to follow)
☐ Statement of Judgment by Court;

Dated at Greenwood, South Carolina, this 2nd day of October 2008,

s/ Wyatt T Saunders
Honorable Wyatt T Saunders
Presiding Judge

This judgment was entered on the 3rd day of October 2008,
and a copy mailed first class this 3rd day of October 2008,
to attorneys of record or to parties (when appearing pro se) as follows:

Travis Hilka , Thomas A Belenchia
Attorney(s) for Plaintiff

Thomas E Hite Jr, R Davis Howser
Attorney(s) for Defendant

Ingra Moon
Ingram Moon
Clerk of Court

DEFENDANT'S EXHIBIT 9
A. Patel 10

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF GREENWOOD)
)
MANI INVESTMENTS, LLC.)
)
PLAINTIFF.)
)
V.)
)
T. SCOTT WARD, THE GARRETT LAW FIRM, PC, CARSON M. HENDERSON AND BILLY J. GARRETT, JR.,)
)
DEFENDANTS.)
)
AND)
)
T. SCOTT WARD,)
)
THIRD-PARTY PLAINTIFF.)
)
V.)
)
ANJAY R. PATEL,)
)
THIRD-PARTY DEFENDANT.)

FILED COMMON PLEAS
8TH JUDICIAL CIRCUIT
GREENWOOD, S.C.
2008 OCT 3 PM 1 50

ORDER

CASE NO. 2007-CP-24-1136

DATE OF HEARING:	SEPTEMBER 17, 2008
PRESIDING JUDGE:	WYATT T. SAUNDERS JR.
PLAINTIFF'S ATTORNEY:	TRAVIS HILKA
DEFENDANT'S ATTORNEY	THOMAS E. HITE III
COURT REPORTER:	SUSAN W. HUDGENS

The above captioned matter was set for a Hearing on September 17, 2008. Present were the Plaintiff's attorney, Travis Hilka, and the Defendant T. Scott Ward's attorney, Thomas E. Hite III. The case came before the Honorable Wyatt T. Saunders on the Defendant T. Scott Ward's Motion to Dismiss pursuant to Rule 12(b)(6). The Defendant filed a motion to dismiss the Amended Complaint on August 20, 2008 stating that the

allegations of the amended complaint fail to allege that the legal entity that was granted the option to purchase under the parties' contract ever attempted to exercise the option. The allegation of another legal entity attempting to exercise the option is insufficient on its face to comply with the parties' contract. After hearing arguments from both sides, and weighing the evidence in the light most favorable to the non-moving party the court concludes that the Rule 12(b)(6) motion should be granted because the allegations of the complaint reveal that the legal entity which was granted the option under the parties' contract clearly did not exercise the option in writing at any time necessitating dismissal of this complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That the Motion to Dismiss pursuant to Rule 12(b)(6) filed by the Defendant T. Scott Ward is hereby granted and the amended complaint in this matter is dismissed.

IT IS SO ORDERED.

s/ Wyatt T Saunders
WYATT T. SAUNDERS JR.
PRESIDING JUDGE

October
~~September~~ 2nd, 2008

Greenwood, South Carolina

STATE OF SOUTH CAROLINA COUNTY OF GREENWOOD	)	IN THE COURT OF COMMON PLEAS EIGHTH JUDICIAL CIRCUIT
ANJAY PATEL, MANI INVESTMENTS, LLC, d/b/a CORNERSTOP STORES, and MANI ONE, INC., PLAINTIFFS, VS. THE GARRETT LAW FIRM, P.C., CARSON M. HENDERSON, BILLY J. GARRETT, JR., T. SCOTT WARD, ONE STOP MARINA, INC., GREENWOOD REALTY, INC., and RENEE SIMCHON, DEFENDANTS.	)	**FINAL ORDER DISMISSING COMPLAINT AGAINST DEFENDANTS T. SCOTT WARD AND ONE STOP MARINA, INC., WITH PREJUDICE** C/A No. 2009-CP-24-01181

FILED
8TH JUDICIAL
GREENWOOD, S.C.
2010 MAY 28 PM 2 34

DATE OF HEARING: **MONDAY, APRIL 19, 2010**
PRESIDING JUDGE: **EUGENE C. GRIFFITH, JR.**
PLAINTIFFS' ATTORNEY: **JOHN STRICKLAND**
DEFENDANTS' ATTORNEY: **THOMAS E. HITE, JR.**
COURT REPORTER: **HENRY P. YOUNG**

THIS MATTER came before the Court on Monday, April 19, 2010, for a hearing on the Defendants T. Scott Ward's and One Stop Marina, Inc.'s Rule 12(b)(6) motion. The Court's ruling on this matter shall conclude with prejudice the Plaintiffs' claims in C/A No. 2009-CP-24-01181 as to the Defendants T. Scott Ward and One Stop Marina, Inc. However, the Court's ruling does not resolve these Defendants' counterclaims against the Plaintiffs which shall remain active on the non-jury trial roster.

DEFENDANT'S EXHIBIT 10

Present at the hearing were the Defendant T. Scott Ward and his attorney, Thomas E. Hite, Jr. Also present was the Plaintiffs' attorney, John Strickland. After the hearing, the Court considered the memorandums of law provided by the parties, reviewed the Court file on this case, and, because of the issues presented in this argument, reviewed the Court file in the prior action of Mani Investments, LLC vs. T. Scott Ward, The Garrett Law Firm, P.C., Carson M. Henderson, and Billy J. Garrett, Jr. (C/A No. 2007-CP-24-1136).

NOW, THEREFORE, BASED UPON THE REVIEW OF THE COMPLAINT, INCLUDING EXHIBITS, THE COURT FILES, AND THE ORAL AND WRITTEN ARGUMENTS OF COUNSEL, I DO HEREBY MAKE THE FOLLOWING FINDINGS OF FACT:

1. The Plaintiff Mani Investments, LLC, and the Defendant T. Scott Ward agreed in their written contract dated May 17, 2004 (filed with the Plaintiffs' Complaint on August 13, 2009, as Exhibit "D") that Mani Investments, LLC, was given a non-assignable Option to Purchase real estate owned by T. Scott Ward. Specifically, in Section Seven of the Agreement, the parties agreed that: "....Nothing in this Option to Purchase Real Property, expressed or implied, is intended to or shall confer upon any person or business entity other than the Optionor and the Optionee, and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns, any rights remedies, obligations, or liabilities."

2. Mani Investments, LLC, previously sued T. Scott Ward in Greenwood County for alleged damages arising from the identical contract in C/A No. 2007-CP-24-1136.

3. On October 2, 2008, the Honorable Wyatt T. Saunders Jr., pursuant to the Defendant T. Scott Ward's Rule 12(b)(6) motion, found as a matter of law that Mani Investments, LLC, the legal entity that was granted the option to purchase under the parties' contract, did not exercise the option, and the Court summarily dismissed the Plaintiff's Complaint in C/A No. 2007-CP-24-1136.

4. Mani Investments, LLC, now argues that Judge Saunders' Order of October 2, 2008, failed to include language allowing it to file a motion seeking the Court's permission to file a second amended complaint. However, the Plaintiff did not file a motion for Judge Saunders to reconsider the Order. The Plaintiff did not appeal Judge Saunders' Order, as an Order granting a Rule 12(b)(6) motion as to multiple claims is directly appealable under § 14-3-330(2). Furthermore, the Plaintiff did not file a motion to modify the Order pursuant to Rule 60 of the SCRCP within one (1) year of the Order. Therefore, the Court must enforce Judge Saunders' Order as written because it became the "law of the case." In any event, the Plaintiffs' argument lacks merit because the Plaintiffs' attorney clearly did not file a motion to amend his Complaint as he maintains Judge Saunders allowed, but instead waited almost a year before filing a new Complaint in C/A No. 2009-CP-24-01181.

5. T. Scott Ward's Counterclaim against Mani Investments, LLC, for attorney fees and costs under the parties' contract remained on the Court docket after the

dismissal of the Complaint by Judge Saunders. Ultimately, T. Scott Ward prevailed on his Counterclaim for attorney fees and costs in the amount of $10,550.00. The Order granting relief on the Counterclaim, was signed by the Honorable Brooks P. Goldsmith on October 21, 2009. Judge Goldsmith's Order held that T. Scott Ward was the prevailing party in C/A No. 2007-CP-24-1136, as the Plaintiff's claims had been dismissed with prejudice, and the Court file reveals that the Plaintiff did not appeal Judge Goldsmith's Order. Likewise, this Court cannot ignore Judge Goldsmith's Order, which is also "the law of the case."

6. The Plaintiff Mani Investments, LLC, filed the present action adding additional Plaintiffs and Defendants, but the crux of this new case is still the contract dated May 17, 2004, which was declared unenforceable by this Court in C/A No. 2007-CP-24-1136 because of the failure of Mani investments, LLC, to properly exercise the option to purchase under the terms of the contract.

CONCLUSIONS OF LAW

This Court concludes that the language of Judge Saunders' Order of October 2, 2008, was not challenged by the Plaintiff Mani Investments, LLC, in any way. As an unappealed final ruling, right or wrong, all parties are bound by it because it is the "law of the case." *King v. James,* --- S.E.2d —, 2010 WL 1657622 (S.C. App. 2010).

Judge Saunders' final Order adjudicated the contractual rights of the parties under their option contract adversely to the Plaintiff Mani Investments, Inc. Judge Saunders' Order now effectively bars all of the Plaintiffs' new lawsuit against T. Scott Ward and

One Stop Marina, Inc., for two reasons. First, the doctrine of res judicata precludes Mani Investments, Inc., under the circumstances of this case, from filing a new complaint.

When claims arising out of a particular transaction or occurrence are adjudicated, res judicata bars the parties to that suit from bringing subsequent actions on either the adjudicated issues or any issues that might have been raised in the first suit. *Judy v. Judy*, 383 S.C. 1, 677 S.E.2d 213 (Ct. App. 2009); *Plott v. Justin Ent.*, 374 S.C. 504, 511, 649 S.E.2d 92, 95 (Ct. App. 2007). Res judicata requires proof of three elements: 1) a final, valid judgment was entered on the merits of the first suit; 2) the parties to both suits are the same; and 3) the subsequent action involves matters properly included in the first action. *Judy v. Judy*, 383 S.C. 1, 677 S.E.2d 213 (Ct. App. 2009). All three elements are clearly proven by the Defendants T. Scott Ward and One Stop Marina, Inc., in this motion to dismiss.

Second, the Plaintiffs, in an unsuccessful attempt to avoid the application of res judicata, joined new Plaintiffs and Defendants. This was done in spite of the fact that the option to purchase granted to Mani Investments, LLC, was a non-assignable option. The Defendant One Stop Marina, Inc., was not a signatory nor a party to any agreement at issue in this case. Even if One Stop Marina, Inc., was a proper party, the doctrine of collateral estoppel prohibits the Court from adjudicating an issue that was actually litigated and determined by a valid and final judgment in a prior lawsuit.

Collateral estoppel, also known as issue preclusion, prevents a party from relitigating an issue that was decided in a previous action, regardless of whether the claims in the first and subsequent lawsuits are the same. *Judy v. Judy*, 383 S.C. 1, 7, 677

S.E.2d 213, 217 (Ct. App. 2009). The Defendant T. Scott Ward, in asserting collateral estoppel, has clearly demonstrated to the Court that the issue in the present lawsuit (i.e., whether the option was properly exercised) was: (1) actually litigated in the prior action; (2) directly determined in the prior action; and (3) necessary to support the prior judgment. *Beall v. Doe,* 281 S.C. 363, 369 n. 1, 315 S.E.2d 186, 189-90 n. 1 (Ct. App. 1984). "While the traditional use of collateral estoppel required mutuality of parties to bar relitigation, modern courts recognize the mutuality requirement is not necessary for the application of collateral estoppel where the party against whom estoppel is asserted had a full and fair opportunity to previously litigate the issues." *Snavely v. AMISUB of S.C., Inc.,* 379 S.C. 386, 398, 665 S.E.2d 222, 228 (Ct. App. 2008).

Since the early 1980s, the S.C. Supreme Court has held the doctrine of collateral estoppel bars the plaintiff from relitigating an issue even though the defendant was not a party, or in privity with a party, to the initial action. *Graham v. State Farm Fire & Cas. Ins. Co.,* 277 S.C. 389, 391, 287 S.E.2d 495, 496 (1982); *Irby v. Richardson,* 278 S.C. 484, 487, 298 S.E.2d 452, 454 (1982). In subsequent cases, S.C. appellate courts have applied collateral estoppel against a defendant in actions in which the plaintiff was not a party, or in privity with a party, to the initial action. *S.C. Prop. & Cas. Ins. Guar. Ass'n v. Wal-Mart Stores, Inc.,* 304 S.C. 210, 213, 403 S.E.2d 625, 627 (1991); *Beall,* 281 S.C. at 372, 315 S.E.2d at 191. More recently, our Supreme Court has noted that "mutuality is no longer a requirement of collateral estoppel." *Doe v. Doe,* 346 S.C. 145, 149, 551 S.E.2d 257, 259 (2001).

As these decisions make clear, the identity of the parties, and their relationships to one another, is simply not a concern when deciding whether to apply the doctrine of collateral estoppel. *Carolina Renewal, Inc. v. South Carolina Dept. of Transp.*,385 S.C. 550, 684 S.E.2d 779 (S.C. App. 2009).

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

1. The Complaint in this action (2009-CP-24-01181) filed by the Plaintiffs against the Defendants T. Scott Ward and One Stop Marina, Inc., is dismissed with prejudice.

2. The Defendants T. Scott Ward's and One Stop Marina, Inc.'s Counterclaim against the Plaintiffs is not dismissed and shall remain on the non-jury trial docket.

IT IS SO ORDERED.

s/ Eugene C. Griffith, Jr.

EUGENE C. GRIFFITH, JR.
RESIDENT JUDGE OF THE
EIGHTH JUDICIAL CIRCUIT

NEWBERRY, S.C.
MAY 18th, 2010.

CERTIFICATE OF SERVICE

Case No.: 09-CP-24-01181

I, the undersigned employee of Hite and Stone, attorney for Defendants, T. Scott Ward and One Stop Marina, Inc., hereby certify that I have served a copy of their **FINAL ORDER** by depositing same in a United States Postal Service Mail Box directed to counsel listed below, postage prepaid, this 3rd day of June 2010:

Thomas A. Belenchia, Esquire
John C. Strickland, Esquire
Post Office Box 3421
Spartanburg, South Carolina 29304
Attorneys For The Plaintiffs

R. Davis Howser, Esquire
HOWSER, NEWMAN & BESLEY, L.L.C.
1508 Washington Street
Post Office Box 12009
Columbia, South Carolina 29211
Attorney for the Defendants The Garrett Law Firm, PC, Carson M. Henderson and Billy J. Garrett, Jr.

Edward S. McCallum III, Esquire
P.O. Box 148
Greenwood, South Carolina 29648
Attorney for Defendant Greenwood Realty, Inc. and Renee Simschon

Ashley C. Quarles

Ashley C. Quarles

COPY

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

August 27, 2007

Anjay R. Patel
Mani One, Inc. d/b/a Corner Stop 41
731 Chesnee Highway
Gaffney, S.C. 29341

Re: option to purchase and lease with T. Scott Ward

Dear Jay:

Please take notice that, pursuant to the Option to Purchase Real Property dated May 17, 2004; Lease Agreement dated May 17, 2004; Lease Agreement dated May 17, 2007; and Lease Agreement dated July 19, 2007, you are hereby notified to remove yourself and your personal property and inventory from the premises located on Old Laurens Road in Greenwood, S.C., by midnight on September 17, 2007. I'm not willing to extend your lease agreement. I'm sorry that you have failed to exercise your option to buy the property within the terms of the Option to Purchase Real Property. I have taken steps to improve and re-lease the premised beginning September 18, 2007. I will be changing the locks on the building on the morning of September 18, 2007. Section 20 of the most recent Lease Agreement provides that I may enter the premises without the necessity of legal process in order to terminate the lease. For your convenience, I have provided copies of all documents referenced in this letter.

Thank you for your assistance and cooperation.

Very truly yours,

T. Scott Ward

DEFENDANT'S EXHIBIT 11 2/20 APPEL

4191.1

STATE OF SOUTH CAROLINA COUNTY OF GREENWOOD	)))	IN THE COURT OF COMMON PLEAS CASE TO BE FILED
Mani Investments, LLC, d/b/a Cornerstop Stores, MANI ONE, INC., and Anjay Patel Plaintiffs, vs. T. Scott Ward, One Stop Marina, Inc., Greenwood Realty, Inc, Renee Simchon, The Garrett Law Firm, PC, Carson M. Henderson, and Billy J. Garrett, Jr. Defendants.	)	**AFFIDAVIT AND OPINION OF C. JOSEPH ROOF**

PERSONALLY APPEARED before me C. Joseph Roof, who, first being duly sworn, deposes and says:

1. I am an attorney licensed to practice in the State of South Carolina and a partner in the firm of Sherrill Roof Millender, LLP, in Columbia. I was born in Columbia on January 10, 1938; educated in the Columbia public schools; graduated from the University of South Carolina in 1960 with a Bachelor of Science in Business Administration (major - marketing); and from the University of South Carolina School of Law in January of 1963. Admission to the South Carolina Bar occurred April 8, 1963. I am also admitted to practice in the United States District Courts of South Carolina and the Supreme Court of the United States. I have served on a number of committees of the South Carolina Bar, serving as chairman of the Public Relations and the Ethics Advisory Opinions Committees. I also served as a member of the South Carolina Bar House of Delegates from 1986 to 1988. As a contributor to the South Carolina Lawyer, I have had articles published on a number of subjects, most relating to residential real estate closings and the role of the closing attorney in those transactions. I also served as a regular columnist to the South Carolina Bar News and its predecessor, The Transcript, with an

article entitled "Notes from the Yellow Pad" and have been a faculty participant and a moderator of South Carolina Bar sponsored and approved Continuing Legal Education programs. I have served as an adjunct professor of law at the University of South Carolina, teaching a course on real estate transactions.

2. My other activities include the presidency of the Richland County Bar Association in 1987, past chairman of the Richland County March of Dimes, past president of Carolina Land Title Association (a two-state organization of title attorneys and underwriters), and past director of the Palmetto Land Title Association. I am past Chairman of the Board of Directors of the Columbia Action Council and past Chairman of the Board of Directors of the Carolina Carillon. I have served as Justice of District XXV (North and South Carolina) of Phi Alpha Delta Law Fraternity, International. In the Spring of 2007, under the auspices of the Center for International Studies ("CILS"), I served as visiting professor at Warsaw School of Law in Warsaw, Poland, teaching a course in American Business Law after a one-week orientation in Salzburg, Austria. In October, 2008, I served in Salzburg as a guest lecturer during the CILS orientation of United States senior attorneys.

3. My local activities include community theater, serving as president of the Irmo High School Choral Booster Club and on the Lexington County School District Number Five Parents Advisory Council. I previously served as Chairman of the Greater Columbia Chamber of Commerce Transportation Committee and served on a joint transportation committee of the Greater Columbia Chamber of Commerce and the Columbia County (Georgia) Chamber. I am an active member of the National Association of Rail Passengers and past South Carolina Vice President of The Carolinas Association for Passenger Trains.

4. As a practicing attorney since April 8, 1963, the emphasis of my professional effort has been in the area of real property, real property litigation, business and banking matters, conservatorships, and frequently ethical issues. This experience has included prosecuting foreclosure proceedings and Department of Veterans Affairs conservatorships on a statewide basis for more than forty years. I have both defended cases and successfully prosecuted a case involving disciplinary proceedings of South Carolina attorneys. My practice is presently concentrated in banking, business, and related real estate and transactional law. This practice includes the review and interpretation of documents affecting real property.

5. In the case of McNair v. Rainsford, et al., 330 S.C. 332, 499 S.E.2d 488 (Ct. App. 1998), the South Carolina Court of Appeals recognized me as "a real estate closing expert" witness and as of January, 2009, I have served as a consulting or testifying expert witness in more than 120 matters.

6. The opinions contained in this affidavit are based upon copies of the materials and information provided to me to date, which are a part of the pleadings, exhibits and documents in the captioned proceeding and include items dated and described as follows:

(a) Complaint draft to be filed in captioned action

(b) Exclusive Right to Sell Agreement - Listing Agreement dated May 12, 2003

(c) Commercial Purchase Agreement and Deposit Receipt dated March 27, 2004

(d) Closing Statement dated May 17, 2004

(e) Option to Purchase Real Property dated May 17, 2004

(f) Loan Schedule for Account "Patel"dated May 17, 2004

(g) Lease Agreement dated May 17, 2004

(h) Payment Schedule dated May 17, 2004

(i) Letter to Scott Ward from Anjay Patel dated May 10, 2007

(j) Lease Agreement dated May 17, 2007

(k) Letter to T. Scott Ward from Anjay Patel dated May 17, 2007

(l) Lease Agreement dated July 19, 2007

(m) Letter from T. Scott Ward to Anjay R. Patel dated August 27, 2007

(n) Fax cover sheet transmitting 45 pages to Howard R. Kinard of Johnson Smith Law Firm from Billy J. Garrett of The Garrett Law Firm, P. C. dated September 5, 2007 (unknown attachments)

(o) Letter to Billy J. Garrett, Jr. from Steven M. Querin sent September 5

(p) Letter to Steven M. Querin from Billy J. Garrett, Jr., dated September 6, 2007

(q) Letter to Billy J. Garrett, Jr. from Steven Querin (undated)

(r) Affidavit of Steven M. Querin dated September 18, 2007

(s) Affidavit of Anjay Patel dated September 18, 2007

(t) Affidavit of Carson M. Henderson dated January 15, 2008

(u) Affidavit of T. Scott Ward dated January 15, 2008

(v) Ethics Advisory Opinion Number 84-24

(w) Ethics Advisory Opinion Number 90-22

(x) Telephone conversation with Billy J. Garrett, Jr. on June 30, 2009

(y) Telephone conversation with Anjay Patel on July 2, 2009

These are among the materials I would usually review and consider as an expert in reviewing a matter for possible lawyer malpractice in the setting of real estate closing transaction and to determine the duties and standard of care which should be exhibited by an attorney representing one or more of the parties therein and to form an opinion as to where duties existed and whether a breach of duty has occurred. My review of these materials varied in degree, depending upon my perception of necessity.

7. In submitting this affidavit, I have assumed the accuracy and completeness of the materials and documents listed above. As to incomplete items, if any, I have assumed they were ultimately properly completed and executed as presented.

8. The South Carolina Rules of Professional Conduct ("the Rules") succinctly summarize an attorney's minimal ethical duties, and our Supreme Court has adopted the standards of these Rules as a measure of lawyer conduct. Smith v. Haynesworth, Marion, McKay & Guerard, 322 S.C. 433, 472 S.E.2d 612 (1996). While failure of an attorney to comply with the Rules is not evidence of negligence *per se*, it is a circumstance (along with other facts and circumstances) to be considered in determining whether an attorney acted with reasonable care in fulfilling duties to a client. The Rules were amended effective October 1, 2005, and the opinions expressed herein are predicated upon the Rules applicable at the time of the "Transaction" as hereinafter defined.

9. While a lawyer is obligated to provide competent representation to a client (Rule 1.1), this does not require that a lawyer have special training or prior experience to handle unfamiliar problems. Some important skills, such as drafting, are required in all legal problems. The most fundamental legal skill consists of determining the character of a legal problem. Competent representation includes inquiry into and analysis of the factual

and legal elements. The required attention and preparation are determined by what is at stake. Complex transactions require more attention, preparation and communication.

10. While a lawyer must abide by a client's decisions concerning the objectives of representation and may limit the objectives of the representation if the client consents after consultation, the lawyer must discuss with a client the legal consequences of any proposed course of conduct (Rule 1.2). A matter must be explained to the extent reasonably necessary to permit the client to make informed decisions (Rule 1.4). The adequacy of communication depends in part upon the kind of advice and assistance which the client can reasonably expect.

11. "While in many situations an attorney's representation of both a buyer and seller in a real estate transaction may create a conflict of interest . . . if the parties have already agreed on the basic terms of the agreement and the attorney acts primarily as a 'scrivener' the attorney may normally represent both parties after obtaining their consent." Beal v. Mars Larsen Ranch Corp., 586 P.2d 1378 (Idaho 1978). Cited in McNair v. Rainsford, *supra*. It is my opinion that communication of this nature could not be considered adequate unless it is in writing. The case of Darby v. The Furman Co., Inc., 334 S.C. 343, 513 S.E.2d 848 (1999) supports and Rule 1.7 (b) (4), confirms this opinion.

12. An attorney in a real estate transaction owes duties to several parties, especially when the attorney undertakes the preparation of documents for the party's protection. In the Matter of H. Jackson Gregory, 332 S.C.13, 503 S.E.2d 735 (1998).

13. The duties of a closing attorney were generally summarized in the 1987 case of State v. Buyers Service Co., Inc., 292 S.C. 426, 357 S.E.2d 15 (1987). These obligations were re-enforced in Doe v. Condon, 341 S.C. 22, 532 S.E.2d 879 (2000); Doe v. Condon, 351 S.C. 158, 568 S.E.2d 356 (2002); Doe v. McMaster, 355 S.C. 306, 585 S. E.2d 773 (2003) and Doe Law Firm v. Richardson, 371 S.C. 14, 636 S.E.2d 866 (2006).

14. Although the representation of multiple clients in a single transaction is permissible under the logic of Rule 1.7(b), it can only be undertaken when each client, after consultation, consents. This consultation must include an explanation of all the implications of common representation with the advantages and risks involved. The Rules define consultation: as "communication of information reasonably sufficient to permit the client to appreciate the significance of the matter in question." If a disinterested lawyer would conclude that a client should not consent to the multiple representation, the involved lawyer cannot seek such consent. Obviously a lawyer cannot represent a client if that representation will be directly adverse to another client or if representation will be materially limited by responsibility to the other client [Rule 1.7(a) and (b)]. The consents must be in writing.

15. As a counselor, an attorney must exercise independent (of the client and others) judgment and render candid advice and refer not only to the law, but also to other considerations. These other considerations include moral, economic, social and political factors relevant to the client's situation (Rule 2.1).

16. I have been asked by attorney, Thomas A. Belenchia, to render an expert opinion upon the conduct of attorneys Billy J. Garrett, Jr., and Carson M. Henderson, acting for themselves individually and as representatives of The Garrett Law Firm, PC (collectively "Garrett" and sometimes referred to in the singular) in connection with the purchase on May 17, 2004, by Mani Investments, LLC, and Anjay R. Patel (collectively "Patel") from T. Scott Ward ("Ward") of certain real property and improvements in Greenwood County, South Carolina (the"Real Property"), for a purchase price of $600,000, and the financing by Ward of $500,000 of the purchase price ("the Transaction"). The Transaction is fairly represented by the documents listed in paragraph 6, specifically Items (c) and (d).

17. I understand that Garrett takes the position that he did not represent and had no duties to Patel in the Transaction. I am of a different opinion.

(a) Garrett maintains that he never reviewed the Commercial Purchase Agreement of March 27, 2004, but the Agreement provides for a closing in Garrett's law office and provides that Garrett is to prepare an "owner finance agreement." Without a disclosure to the contrary, Patel could reasonably expect the closing instruments to reflect the Agreement and reasonably expect Garrett to prepare the documentation accordingly. I am of the opinion that Garrett had a duty to Patel to do so.

(b) There is no documentation that Patel was ever advised by Garrett to seek the advice of an independent attorney. I am of the opinion that Garrett had a duty to Patel to do so.

(c) Garrett Maintains that Patel never paid him an attorney's fee, but the payment of a fee is not a pre-requisite to the creation of duties to a client and the Transaction itself created the funds from which Garrett was, in fact, paid. I am of the opinion that payment of Garrett's fees by someone other than Patel is not relevant to the establishment of duties from Garrett to Patel.

18. After reviewing the documentation and applicable law, it is my opinion that Garrett breached the duty and standard of care generally required of a reasonably competent South Carolina attorney in the following particulars:

(a) Failing, in general, to provide competent representation in the protection of the interest of Patel (Rule 1.1);

(b) Failing to give independent, candid advice, referring not only to the law, but also to other considerations, particularly economic considerations, specifically in not giving Patel choices of documentation and form in casting the Transaction and including the negative or positive aspects of each form (Rule 2.1);

(c) Failing to recognize that his duties to Patel were materially and adversely affected by his relationship with Ward (Rule 1.7);

(d) Failing to recognize that he could not consider, recommend or carry out an appropriate course of action to Patel because of responsibilities and the relationship with Ward [Rule 1.7 (comments)];

(e) In continuing his representation of Ward in matters arising out of the Transaction contrary to Ethics Advisory Opinion 84-24;

(f) In taking positions adverse to Patel in violation of Rule 1.9 and Ethics Advisory Opinion 90-22;

(g) Failing to recognize that his duties in the Transaction were not limited to those of a "scrivener" and required advocacy on behalf of Patel to cast the Transaction in a form favorable to Patel; (see Paragraph 11. hereinabove)

(h) Failing to reasonably inform Patel about Garrett's long term representative relationship with Ward and to explain that relationship to the extent necessary to permit Patel to weigh its impact and make informed decisions (Rule 1.4);

(i) Failing to recognize duties to Patel in undertaking the preparation of documents on behalf of Patel; (see Paragraph 12. hereinabove)

(j) Failing to recognize a duty to conduct and in failing to conduct the Transaction in a manner that would assure Patel sufficient information to understand the Transaction and its consequences;

(k) Failing to incorporate into the Lease Agreement by reference the terms and provisions of the Option to Purchase, and vice versa, so as to cast the Transaction as one and reflect the true interdependent character of the Transaction as created by the Commercial Purchase Agreement and Deposit Receipt;

(l) Failing to advise Patel as to the legal relationship of the parties, i.e. that Patel had an equitable interest in the Real Property and a right of redemption of which he could be deprived only by a foreclosure proceeding under South Carolina law;

(m) Failing to advise Patel his interest in the Real Property was devisable and subject to conveyancing.

#8

C. JOSEPH ROOF

SWORN TO before me this
30 day of July, 2009.

(L.S.)
Notary Public for South Carolina
My Commission Expires: 2-22-10

FILED
8TH JUDICIAL CIRCUIT
GREENWOOD, SC
2010 OCT 12 AM 11:12

COPY

4191.1

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
) CASE NO. 2009-CP-24-1181
COUNTY OF GREENWOOD)

Mani Investments, LLC, d/b/a Cornerstop Stores, MANI ONE, INC., and Anjay Patel

Plaintiffs,

vs.

T. Scott Ward, One Stop Marina, Inc., Greenwood Realty, Inc, Renee Simchon, The Garrett Law Firm, PC, Carson M. Henderson, and Billy J. Garrett, Jr.

Defendants.

SUPPLEMENTAL AFFIDAVIT AND OPINION OF C. JOSEPH ROOF

PERSONALLY APPEARED before me C. Joseph Roof, who, first being duly sworn, deposes and says:

1. I rendered an opinion in the captioned matter by affidavit dated July 30, 2009 which opinion is incorporated herein by reference.

2. John Strickland, one of the attorneys for Plaintiffs, seeks a clarification of my affidavit in its application to the Defendants, The Garrett Law Firm, PC; Carson M. Henderson; and Billy J. Garrett, Jr.

3. The opinions expressed in my affidavit as they relate to the breaches of duty and standard of care generally required of reasonably competent South Carolina attorneys refer to the conduct of The Garrett Law Firm, PC; Carson M. Henderson; and Billy J. Garrett, Jr. individually and jointly. Just as Rule 1.10 imputes conflicts of interest to all members of a law firm and Rule 5.1 requires lawyers in a law firm to ensure that all lawyers in the firm comply with the Rules of Professional Conduct, law partners, the

#1

partnership and partners generally are, in my opinion, responsible for the conduct of all lawyers in their rendering of legal services.

4. It is my opinion that the responsibility for delivering competent legal services that meet the standard of care required of reasonably competent South Carolina attorneys in the Transaction described in my affidavit of July 30, 2009 rested squarely upon the shoulders of The Garrett Law Firm, PC and all of its members and failures for which all attorneys of The Garrett Law Firm, PC have duties.

C. JOSEPH ROOF

SWORN TO before me this
11 day of October, 2010.

(L.S.)
Notary Public for South Carolina
My Commission Expires: 1-22-20

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS
2007-CP-24-1136

COUNTY OF GREENWOOD

MANI INVESTMENTS, LLC, ET AL,

-vs-

SCOTT WARD, ET AL,

Defendant.

April 19, 2010

B E F O R E:

HONORABLE EUGENE GRIFFITH, JR.

A P P E A R A N C E S:

JOHN C. STRICKLAND, Esquire
Attorney for the Plaintiff

THOMAS HITE, JR., Esquire
R. DAVIS HOWSER, Esquire
Attorneys for the Defendants

Henry P. Young
Court Reporter

P-R-O-C-E-E-D-I-N-G-S

THE COURT: All right, gentlemen. I appreciate everyone meeting here this morning.

I want to make sure I have all the motions right. Mr. Hite, you have a motion under 12(B)(6)?

MR. HITE: Yes, sir.

THE COURT: Anyone else?

MR. HITE: I have a brief here for Your Honor.

THE COURT: I want to make sure I get everything lined up. That's the only motion we've got?

MR. McCALLUM: Your Honor, we have reached an agreement whereby Greenwood Realty and Rene Simchon will be dismissed with prejudice.

THE COURT: That sounds reasonable.

MR. STRICKLAND: Yes, sir.

THE COURT: All right.

MR. HOUSER: If Your Honor please, my name is Dave Houser, I represent Carson Henderson and Billy Garrett and we had a motion on behalf of Mr. Henderson.

THE COURT: All right. Not Mr. Garrett, or as to both?

MR. HOUSER: Today it is only on behalf of

Mr. Henderson.

THE COURT: Okay.

MR. STRICKLAND: Your Honor, the plaintiff has motions in opposition. May I approach, please?

THE COURT: Yes, sir, you may.

MR. STRICKLAND: Thank you, Your Honor.

THE COURT: All right, who is going first? Mr. Houser, you or Mr. Hite?

MR. HOUSER: Whatever Your Honor prefers.

THE COURT: All right. Well, I will let you go first. Since you're closer to the end, I'll take you first.

MR. HOUSER: If Your Honor please, insofar as Mr. Henderson is concerned, this is a suit for professional negligence against an attorney and we have moved to dismiss because the required affidavit under Section 15-36-100 has not been supplied with respect to Mr. Henderson.

By way of background, Your Honor, there was initially a case which was 2007-CP-24-1136 brought in the Court of Common Pleas for Greenwood County called Mani Investments, LLC, versus Garrett Law Firm, Carson Henderson and Billy J. Garrett. That case was dismissed by Judge Saunders on our motion because the plaintiff did not have the requisite

affidavit.

In the order dismissing that case Judge Saunders provided that the plaintiff could move the Court to file a second amended complaint if it obtained an affidavit as required by Section 15-36-100. Instead of moving to file a second amended complaint, the plaintiff or plaintiffs filed this particular suit where they added additional defendants. I have handed Your Honor an affidavit from Mr. Roof that the plaintiff attached to the complaint in the new action. A close reading of that affidavit shows that it makes no required finding of a specific act of negligence against Mr. Henderson. The affidavit is directed solely to Mr. Garrett.

If Your Honor would look at page five of the affidavit you will see that it just talks about Mr. Garrett. And on page seven it speaks of he, his, he, his, and never makes any reference to Mr. Henderson. Therefore, we submit that the plaintiff has failed to comply with the mandatory requirement of the statute as it relates to Mr. Henderson, and I would point out to Your Honor that this is the second bite the plaintiff has had at the apple and he has failed and therefore this action should be

dismissed as to Mr. Henderson.

THE COURT: Which exhibit is that on, attached?

MR. HOUSER: I think Exhibit L to the complaint.

MR. STRICKLAND: Yes.

THE COURT: I see. All right, I've got it now.

All right, Mr. Strickland.

MR. STRICKLAND: Yes, sir, thank you, Your Honor.

Your Honor, part of this is the fact that, and we agree on the facts that, and I'm sorry, I'm talking hoarse, I've got bronchitis.

THE COURT: That's all right, I understand this time of year.

MR. STRICKLAND: We agree to the fact there was a prior suit filed and that it was dismissed without prejudice, Your Honor, the Court gave leave to refile with the appropriate affidavits. The affidavit from the expert talks about the Garrett Law Firm as a whole, not just individuals, but anyone who was a part of this transaction, Your Honor.

Your Honor, following, if you will allow me

to read from this, it said following plaintiff's ammended complaint defendants Garrett and Henderson and the law firm filed a motion to dismiss. The motion was based on the fact the plaintiffs had filed to file an affidavit, which we agree that section of the Code regulates actions for professional negligence.

In its order the Court stated the motion of the defendant, the Garrett Law Firm, Carson Henderson and Billy Garrett, was granted, dismissal is hereby granted. That was dismissed.

The second part of the Court's order stated the plaintiff may move the Court for a second amended complaint if it obtains an affidavit. Following the order the plaintiff obtained and offered an affidavit from Joseph Roof, an attorney in South Carolina recognized as a real estate closing expert. Mr. Roof's affidavit specified the following negligence or omissions by the defendants Garrett Law Firm, Carson Henderson and Billy Garrett. Without naming particulars, he named the Garrett Law Firm and he did name the three, I believe it was Section 16, he said that they, the firm failed in general to provide competent representation for protection of the plaintiff,

failed to give independent advice referring not only to the law but also to other considerations, particularly economic considerations, and that they were adversely affected by their relationship with the defendants --

THE COURT: Where are you reading from there?

MR. STRICKLAND: I'm sorry, sir?

THE COURT: Where are you reading from, sir? You said Section 16?

MR. STRICKLAND: Yes, sir. This is in our memo, Your Honor.

THE COURT: All right.

MR. STRICKLAND: That is on page four, Your Honor, number five. Also in taking the position adverse to plaintiffs in violation of Rule 1.9 and ethics advisory 90-21. They also failed to recognize that their duties in subject transaction were not limited to those of a scrivener and required advocacy on behalf of plaintiffs, on behalf of the subject transaction in a form favorable to the plaintiffs. They also failed to reasonably inform plaintiffs about their long-term representation relationship with defendant C. Scott Ward and One-Stop and explain the relationship to the extent necessary to permit the plaintiff to

weigh its impact on making a proper decision, in failing to recognize the duties of the attorneys in undertaking the preparation of documents, and there are several other things here, Your Honor.

Basically after that a new complaint was filed on August 13th, 2009. Defendant Henderson at this point filed a motion to dismiss, which is addressed. His motion to dismiss is based on South Carolina Rule 15-36-100 and it should be denied because plaintiffs obtained the required affidavit. The motion to dismiss should be denied because our client and our firm substantially complied with Rule 15-36-100 and brought the new action within the applicable period of limitations for legal malpractice.

If you look at Section F it states the applicable period of limitations. The Court determined the plaintiff had the requisite affidavit within the time required under this section, and the statute of limitations surrounding legal malpractice is three years. It states the statute runs from the date the injured party knew or should have known by the exercise of reasonable diligence that a cause of action arises from wrongful conduct.

So, following the order of the Court dismissing their complaint the plaintiffs obtained the necessary affidavit, filed it with the new complaint on August 13th, 2009. The plaintiff's expert is an expert in the area of real estate closing. In his affidavit he alleges Carson Henderson committed one or more acts of negligence. Although paragraphs 17 and 18 of Mr. Roof's affidavit specifies acts of negligence by Garrett, 16 refers to Billy Garrett and Carson Henderson acting for themselves individually and as representatives of the Garrett law firm. Since the plaintiffs acquired the necessary affidavit the only other requirement that needed to be met pursuant to 15-36-100 was refile the complaint.

The understanding of this Rule 15-36-100 is reiterated by the Court. The plaintiffs did not know they had a cause of action, that a cause of action had arisen based on the wrongful conduct of the defendant, until August, 2007. On August 27th plaintiffs received a letter from the defendant Ward stating pursuant to the option to purchase real property dated May 17th, 2004, the lease agreement of May 17, 2007, and lease agreement dated July 19, 2007, you are hereby notified to

remove yourself and personal property from premises by midnight, September 17, 2007. This letter represented the first time the plaintiffs were made aware they would not be able to execute their option to purchase this property.

After making the original agreement plaintiff and defendant Ward began negotiations in May of 2007 for an extension of the period during which plaintiff would procure funding to execute the option. The agreement is first memorialized in the plaintiff's letter to defendant Ward based on the contract between the parties and it is clear the plaintiff did not realize he wouldn't be allowed to exercise his option until he received defendant Ward's rejection dated August 15, 2007, is when the plaintiff first became aware he had a legal cause of action against the defendants, August, 2007. The statute of limitations did not begin to run until that date. Plaintiff's complaint was filed August 13, 2009.

As far as Henderson's motion to dismiss pursuant to Rule 12(B)(6), it should be denied because the facts and inferences drawn from the pleadings entitled plaintiff to relief under the theory of legal malpractice. His motion to be

dismissed under 12(B)(6) should be denied.

Thank you. Your Honor.

THE COURT: All right.

MR. HOUSER: Briefly in reply, Your Honor. If you look at paragraph 17 it says, and I understand that Garrett takes the position that he did not represent and had no duties to Patel --

THE COURT: Go back under paragraph 16, that little parenthesis where they add all of them, Billy Garrett, Carson Henderson, Garrett law firm. Does that notice relate to all of them?

MR. HOUSER: Mr. Henderson is the Henderson law firm, not the Garrett law firm. He is not part of the Garrett law firm. And if you look at paragraph 17, and in 17 you see that it talks about Mr. Garrett, Mr. Garrett, and then it says in 18, "In my opinion, it is my opinion that Garrett breached the duty and standard of care reasonably required of a competent South Carolina attorney in the following particulars." Then it goes on, for example, if you look at C, in failing to recognize his duties.

THE COURT: I agree with you all the singular but it alludes to it in 16, it refers to it as singular in 16, in parenthesis it's sometimes

referred to collectively Garrett and sometimes referred to as singularly. My interpretation from reading that straightforward is Garrett and from henceforth all the pronoun names are going to be the signular to make it read correctly. That is what I'm seeing. Show me, I didn't, I was unaware the pleadings stated Mr. Henderson as a separate entity from Mr. Garrett and the Garrett law firm.

MR. HOUSER: If you look, for example, at the statute itself, if you look at Section F of 15-36-10, it says if a plaintiff fails to file an affidavit as required by this section and the defendant raises the failure to file an affidavit by motion to dismiss, and that is what we've done, and we make reference to the fact that this affidavit in our opinion, Your Honor, in paragraphs 17 and 18 fails to allege a specific act as to Mr. Henderson and they allege specific acts as to Mr. Garrett and Mr. Garrett alone despite what appears in paragraph 16.

THE COURT: Okay, I understand your position, because it is quite a long affidavit Mr. Roof has filed.

All right. I want to read over your memorandums. I'll let you know as promptly as I

can.

MR. HOUSER: All right.

THE COURT: Mr. Hite, are you ready?

MR. HITE: Yes, sir. May it please the Court, Your Honor, this case arises because of a transaction, a contract entered into between T. Scott Ward, who is my client seated behind me here, and Mani Investments, LLC.

THE COURT: Is this a case that they bought a service station and it somehow had two corporations, one of them owned the service station and one owned the gas tanks outside, the service station was sent back and the gas tanks were held by the other entity?

MR. HITE: You have already made a ruling on that, which has not been complied with but we're not here for that today.

THE COURT: That is why --

MR. HITE: You have heard that, you have made a ruling on it. But there was a gentleman by the name of Anju Patel and he was the person who was the owner of Mani Investments, LLC, and Mani One, Incorporated. Well, all of this arose, Your Honor, because Mr. Patel was being his own lawyer and he decided to exercise his option to purchase this gas

station that was owned by my client but the problem was that the option was granted to, an option that was non assignable, by the way, in the contract, it was granted to Mani Investments, LLC.

When it came time to exercise the option Mr. Patel, being his own lawyer, exercises the option in the name of Mani One, Incorporated, and as a result of that Judge Wyatt Saunders ruled as a matter of law on October 2nd, 2008, that the option was not exercised and summarily dismissed Mani Investments, LLC's, complaint against my client Scott Ward.

Importantly, Your Honor, Mani Investments, LLC, did not appeal that dismissal and subsequently my client T. Scott Ward prevailed on his counter-claim for attorney fees in the amount of $10,550. Judge Goldsmith ruled on that. That also was not appealed. So, you've got a court ruling as a matter of law that an option under a contract was not exercised by the proper party and the case is dismissed and not appealed.

Approximately two years later the plaintiff Mani Investments, LLC, and Mr. Anju Patel and Mani One, Incorporated, filed a new lawsuit where they tried to get around the fact that they didn't

appeal the judge's ruling. We believe, Your Honor, that res judicata prevents them from doing it. We don't think they get another bite at the apple because the case law in South Carolina is very clear that res judicata bars the parties to the suit from bringing subsequent action on previously adjudicated issues, which clearly this was an adjudicated issue, or any issue that might have been raised in the first suit. So, they are trying to raise an issue in this second suit that somehow Mani Investments, LLC, assigned something to Mani One, Incorporated, or assigned it to Anju Patel. All of that could have been brought in the first suit and it wasn't, so we believe under South Carolina law that they are precluded from filing this new suit and that is why we filed a 12(B) motion.

The other main issue, Judge, is there is res judicata that bars it, there is also non mutual collateral estoppel or issue preclusion that bars it and in my brief I go into a discussion about how our courts have, since 1982 our Supreme Court has said in situations exactly of this type that you can't relitigate an issue that has already been litigated by adding new parties or trying to get

around an order. Finality in our state means finality. That means it is over. If an issue has been heard, decided and not appealed, then it is over. That's the long and short of what I'm trying to tell Your Honor. This issue has been heard, it was decided, it wasn't appealed, it's over.

Thank you.

THE COURT: All right, Mr. Strickland, segregate the malpractice side of it.

MR. STRICKLAND: Yes, sir. Your Honor, first of all the issue was never finalized, the judge did not say this is it. In fact the judge said, you know, here again, if you want to amend and get that straightened out, so be it but you may be back here with a similar situation. He basically gave, and this is in the transcript from the first hearing, he basically gave our client leave to amend the complaint, he didn't say this has been decided on its merits.

First of all, the defendant's motion to dismiss based upon the statute of limitations, the present action was filed within three years, we say the same --

THE COURT: He wasn't arguing that.

MR. STRICKLAND: I understand. I maybe

grabbed the wrong one.

As to the doctrine of res judicata, Your Honor, T. Scott Ward's motion to dismiss based on res judicata should be denied because the original action was not adjudicated on the merits. It was founded on the principle that the public interest requires an end to litigation, and we agree it does require an end to litigation, that no one should be twice sued for the same action. Under the doctrine of res judicata final judgment on the merits in a prior action would preclude the parties from relitigating any issues actually litigated or those might have been litigated in the first case. The doctrine requires the judgment must be final and valid on the merits.

THE COURT: Was this action that Judge Saunders ruled on and issued an order that allowed you to amend, was this one amended and parties added?

MR. STRICKLAND: It was amended and, to my knowledge, it was amended and parties added.

MR. HOUSER: No, sir, it was a new action.

MR. STRICKLAND: New action, okay.

THE COURT: You came in late, I understand.

MR. STRICKLAND: Yes, I did.

MR. HITE: And for the record, Your Honor, Judge Saunders' order itself doesn't say anything about amending. He is talking about a transcript but the order itself said this case is dismissed, period.

MR. STRICKLAND: But he didn't say dismissed with prejudice.

MR. HITE: Your Honor --

MR. STRICKLAND: Also in his transcript he did say that they could, I mean, I've got the transcript here --

MR. HITE: Your Honor, if the order wasn't dismissed with prejudice Judge Goldsmith wouldn't have been able to award attorney fees on my counter-claim for attorney fees, which also was done and not appealed.

MR. STRICKLAND: And I brought that up, Your Honor, they were two separate issues and Judge Goldsmith ruled and gave him attorney fees on the prior issue. The Court ruled res judicata did not apply.

THE COURT: Judge Saunders' order says this action is dismissed and then he did this recitation on the record --

MR. STRICKLAND: Yes, sir.

THE COURT: -- saying, "You amend your complaint, petition to re-instate, file your affidavit and you're in good shape." You filed the second action. Doesn't that kind of distinguish what happened here?

MR. HITE: To my knowledge, Your Honor, what they did, they added the party that had not been included in the first one.

THE COURT: Okay.

MR. STRICKLAND: However, the first one still has not been litigated on its merit and nothing was final. By comparing the order and the transcript of the hearing to the principles set forth in Collins it becomes clear that the order of the Court was made without prejudice although the exact language allowing the plaintiffs the right to cure their second complaint was not included in the order, they have the right to cure their complaint if they could show that Mani One, Incorporated, was legally able to exercise the option. That's the transcript, court transcript.

THE COURT: All right. Now --

MR. STRICKLAND: Yes, sir.

THE COURT: If it wasn't included in the order it was supposed to have been?

MR. STRICKLAND: Yes, sir, I understand that.

THE COURT: Okay.

MR. STRICKLAND: The language indicates that it was the intent of the Court to dismiss the Plaintiff's complaint against T. Scott Wart without prejudice. Accordingly, no conclusion can be drawn from the order except that this matter was dismissed without prejudice as to all defendants. That does not constitute a final and valid order on the merits and therefore res judicata does not apply. There has not been a valid and final judgment on the merits of any part of this, and it was appropriate for the plaintiffs to file and serve the additional complaint.

THE COURT: I will read your memorandum.

MR. STRICKLAND: All right. Basically, Your Honor, the long and short of it is that there was no final judgment in the first suit. Again, our position is Judge Saunders left it open for us to refile or to amend.

THE COURT: That is going to be the issue, whether you can amend and/or refile. That's the issue.

MR. STRICKLAND: Yes, sir.

THE COURT: You certainly could amend.

MR. STRICKLAND: Right.

THE COURT: Whether you can refile is the question.

MR. STRICKLAND: Well, if you can amend why can't you refile?

THE COURT: It saves you $150.

MR. STRICKLAND: That's true. But again we had to add new parties in this issue. Again, Judge Saunders never said, "This is over, go on your way." What he said was, "I know you can refile, I leave it so you can refile it." Basically he left it open to cure any defects. At that point there is no finality to it, Your Honor.

THE COURT: All right. I'll consider your memos and let you know on that one also.

Mr. Hite, do you want to say anything in response?

MR. HITE: Judge, the only thing I would say, saying this is not a final order is disingenious when Judge Goldsmith ruled it was a final order, and they didn't appeal that either, in awarding attorney fees. His order specifically said that Judge Saunders' order, that I was the prevailing party, Judge Saunders dismissed the complaint and no appeal was taken from his order, so not just one

circuit judge but two circuit judges have ruled and those orders weren't appealed. That is the law of this case.

THE COURT: Who was handling the plaintiff's side of the case at that time?

MR. STRICKLAND: I did on that one, Your Honor.

MR. HITE: On the second one he was here.

THE COURT: On the attorney fees?

MR. HITE: Yes, sir.

THE COURT: Who was the one refiled this case?

MR. STRICKLAND: That was our firm, Your Honor.

THE COURT: All right. Let me read your memorandums and I will let you know as promptly as I can.

MR. STRICKLAND: Thank you, Your Honor.

MR. McCALLUM: Your Honor, should I prepare an order of dismissal as to --

THE COURT: As to yours, yes, I will let you do that.

MR. STRICKLAND: Thank you, Your Honor.

MR. HOUSER: Your Honor, for the record, we would support Mr. Hite and his position, as I think

it would have further impact on us if down the line.

THE COURT: Thank you all for coming down this morning.

(Hearing concluded).

I, the undersigned Henry P. Young, Official Court Reporter for the Eighth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all the proceedings had and evidence introduced in the trial of the captioned case in the Circuit Court for Greenwood County, South Carolina, on the 19th day of April, 2010.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

January 18, 2011

Henry P. Young
Court Reporter

FORM 4

STATE OF SOUTH CAROLINA **JUDGMENT IN A CIVIL CASE**

COUNTY OF **Greenwood**

IN THE COURT OF COMMON PLEAS CASE NO. **2009-CP-24-1181**

FILED
8TH JUDICIAL
GREENWOOD, S.C.
2010 APR 29 AM 11:37

Anjay Patel, Mani Investments, LLC, d/b/a Cornerstop Stores and Mani One, Inc. — PLAINTIFF(S)

Carson Henderson — DEFENDANT(S)

CHECK ONE:

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other
NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order. (Formal order to follow)
☒ Statement of Judgment by the Court:

In the interest of justice, and after hearing oral arguments and reviewing all evidence presented at the hearing, the Court finds that Defendant's Motion to Dismiss pursuant to Rule 12 (b)(6) is denied.

Dated at **Newberry**, South Carolina, this 23 day of **April**, 2010.

EUGENE C. GRIFFITH, JR.

This judgment was entered on the 29 day of April 2010, and a copy mailed first class this 29 day of April 2010 to attorneys of record or to parties (when appearing pro se) as follows:

John Strickland
ATTORNEY(S) FOR PLAINTIFF

Dave Howser
ATTORNEY(S) FOR DEFENDANT

Ingram Moon
CLERK OF COURT

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS
2009-CP-24-1181

COUNTY OF GREENWOOD

ANJAY PATEL and MANI INVESTMENTS, LLC, ET AL,

-vs-

THE GARRETT LAW FIRM, PC, CARSON M. HENDERSON and BILLY J. GARRETT, JR.,

Defendants.

October 12, 2010

B E F O R E:

HONORABLE FRANK R. ADDY, JR.

A P P E A R A N C E S:

JOHN C. STRICKLAND, Esquire
Attorney for the Plaintiffs

R. DAVIS HOWSER, Esquire
THOMAS E. HITE, JR., Esquire
Attorneys for the Defendants

Henry P. Young
Court Reporter

P-R-O-C-E-E-D-I-N-G-S

(Convened at 9:06 a.m., October 12, 2010).

THE COURT: We're on the record and this is case 09-CP-24-1181, in the matter of Anjay Patel?

MR. STRICKLAND: Yes.

THE COURT: Anjay?

MR. STRICKLAND: Yes, sir.

THE COURT: Anjay Patel, et al, versus Garrett Law Firm, et al. It is my understanding this is a motion for summary judgment on behalf of the defendants, the Garrett Law Firm, Carson Henderson and Billy Garrett.

Mr. Belenchia?

MR. STRICKLAND: I'm John Strickland, Your Honor.

THE COURT: Mr. Strickland, I'm sorry.

MR. HOWSER: Your Honor, I'm Davis Howser, I represent the defendants.

THE COURT: Mr. Howser, since this is your motion, let me hear from you, sir.

MR. HOWSER: May it please the Court?

THE COURT: Yes, sir.

MR. HOWSER: As Your Honor has pointed out, this matter is before you on a motion for summary judgment. The undisputed facts in this case

establish the following. On May 17, 2004, T. Scott Ward and Mani Investments, one of the co-plaintiff's in this case, entered into an option to purchase real property located at 5201 Old Laurens Road and 5119 Old Laurens Road, Greenwood. The option agreement which is attached to our memorandum is provided to the Court. Contained among its provisions is the following. "This option to purchase real property shall be binding and shall inure to the benefit of the parties, their heirs, et cetera, and assigneds. Nothing in this option to purchase real property, expressed or implied, is intended to or shall confer upon any person or business entity other than the optionor and optionee, et cetera, any rights."

On this same date, that is May 17, 2004, Mani Investments, LLC, entered into a lease agreement for three years for the subject property. In order to exercise the option Mani Investments was required to provide written notice prior to May 17, 2007, of its intent to exercise the option. According to the agreement the written notice from Mani Investments was required to specify the median of payment, the option price, suggested date for closing, which had to occur no sooner than thirty

days or later than 90 days thereafter.

On May 10, 2007, Mr. Patel and Mani One, Inc., not Mani Investments, LLC, sent correspondence to Mr. Ward requesting an extension of the lease agreement on this property and attempting to exercise the option. This letter failed to specify how this transaction was to be paid for as required by the option agreement. Again I would emphasize that this was sent on behalf of Mani Investments, Inc., not Mani, I'm sorry, was sent on behalf of Mani One, Inc., not Mani Investments, LLC.

On August 27th, 2007, Mr. Ward, and a copy of this is attached to our memorandum, sent correspondence to Mr. Patel informing him as a representative of Mani Investments, Inc., or Mani Investments, LLC, that because of the failure to properly exercise the option, that he was exercising his right to require him to vacate the premises.

We move forward to later in 2007. Mani Investments filed a lawsuit against Mr. Ward and the Garrett Law Firm and Mr. Garrett and Carson Henderson. On September 29th, 2008, Judge Saunders issued an order dismissing that lawsuit and giving

plaintiff Mani Investments leave to file a second amended complaint if it obtained an affidavit as required by Section 15-36-100 of the 1976 South Carolina Code, as amended, which required an affidavit if you're trying to seek to sue certain designated professionals, including lawyers, accountants, architects, this sort of thing.

The plaintiff never moved to file a second amended complaint but instead filed the present action in which now Mr. Patel is a co-plaintiff and Mani One, Inc., is a co-plaintiff.

On October the 2nd, 2008, Judge Saunders issued an order dismissing Mani Investments' claim against Mr. Ward, and we have attached a copy of that order as Exhibit 7 to our memorandum. Judge Saunders dismissed the complaint, concluding that under Rule 12(B)(6) the matter should be dismissed because the allegations of the complaint reveal that the legal entity which was granted an option under the parties' contract clearly did not exercise the option in writing at anytime. That order was never appealed and became final and we submit, Your Honor, that became the law of the case. That is, the option was never properly executed or exercised.

Thereafter, on August 13th, 2008, Mani Investments, LLC, joined by Patel and Mani One, filed this suit against the defendants, which is the matter before the Court.

In that case Judge Griffith issued an order dismissing the plaintiffs' claims against Ward and One Stop Marina, Inc., which was the company or corporation of which Mr. Ward was the stockholder and in essence the owner, and that order which is attached as Exhibit, I think, 8 to our memorandum. In that Judge Griffith ruled that the previous order was the law of the case and he found that Judge Saunders' final order adjudicated the contractual rights of the parties under their option agreement and he dismissed it on the basis of res judicata as well as collateral estoppel, and that's where that matter then stood.

Subsequently the Garrett defendants, that is the Garrett Law Firm, Billy Garrett and Carson Henderson, have moved for summary judgment on five specific grounds. The first, that the previous order of the Court adjudicated the contractual rights of the plaintiffs under the option referred to in the complaint and that is the law of the case.

Secondly, this previous order of the Court has declared the option was unenforceable because it was not properly exercised by the plaintiffs.

Third, we move for summary judgment on the ground that the failure to exercise the option was not the result of any act or omission of the Garrett Law Firm, Billy Garrett or Carson Henderson and it was not, the failure was not the proximate cause of any alleged damages to the plaintiffs.

Fourthly, we have moved for summary judgment on the ground that the plaintiffs are precluded by collateral estoppel from maintaining an action against these Garrett defendants.

And fifth, the plaintiffs are barred from recovery by the doctrines of waiver and equitable estoppel.

Now, against this background, Your Honor, we submit that the defendants are entitled to summary judgment for the following reasons. First, in order to recover for legal malpractice, which is the sole remaining cause of action against what I call the Garrett defendants, the plaintiff has got to prove four things, four elements. He has got to prove that there is an attorney-client relationship, and quite frankly, they have

submitted an affidavit that would make that issue or that element probably an issue of fact to be decided by the jury, but they have got to go farther.

As a second element they have got to prove that there was breach of duty by the attorney, that there was damage to the client, and that that client's damage was proximately caused by the acts of negligence and breach of duty of the defendants. That is what they cannot do. Under the law of the case the plaintiffs have failed to establish and cannot establish that they have been damaged by any act, error or omission of these defendants.

Why do I say that? Because in 2007 it indicates Judge Saunders issued the order dismissing the claims of Mani Investments against Ward and One Stop, and since Mani Investments failed to appeal the dismissal, that became the law of the case.

Now, we want to hand Your Honor the deposition of Mr. Patel which was taken in this case. Mr. Patel has established in this deposition that after this matter closed in 2007 he never had any contact with anyone from the Garrett Law Firm, including but not limited to Billy Garrett or

Carson Henderson.

THE COURT: Forgive me for interrupting you. You said since closing in 2007?

MR. HOWSER: When the contract was signed, 2004, up until 2007, he never had any contact with them, never sought any advice from them about exercising the option, and as a matter of fact he said when it closed in 2004 he doesn't even remember whether Mr. Garrett was present or Mr. Henderson was present. The only person he remembers being present was Mr. Ward and perhaps Renée Simchon who was the real estate agent. So, there was no contact with anyone with the Garrett Law Firm after 2004, if in fact there was contact with them in 2004 when the lease and option agreements were signed.

Under the order of Judge Saunders, as a matter of law it was Mani Investments, LLC, that was to exercise the option. That order establishes that Mani Investments, LLC, did not exercise that option.

Secondly, Your Honor, collateral estoppel prevents the plaintiffs from recovering in this case. Collateral estoppel, which is also known as issue preclusion, prevents a party from

relitigating an issue that has been decided in an action, regardless of whether or not the claim in the first and subsequent lawsuits are identical, and we say this because the fact that Mr. Patel and Mani One, Inc., are now parties to this lawsuit cannot change the fact that the previous action was dismissed, Mani was dismissed, Mani Investments, LLC, and that is the law of the case and their inclusion into the case now, that is Mr. Patel and Mani One, Inc., can't change that fact. They are bound by the determination of the Court just as Mani Investments, LLC, is bound.

We submit to Your Honor for the reasons set forth in our memorandum that we meet all the criteria for collateral estoppel. That is, that this issue was litigated in the prior action in which Mr. Ward and One Stop Marina, Inc., were represented by Mr. Hite who is here today, that that action correctly determined the issues in this case with respect to the option agreement, and all of the matters necessary to support the prior judgment are before this Court and were before Judge Griffith when he dismissed the action in 2010, a copy of which order is attached to our memorandum as Exhibit Number 10.

The order of Judge Saunders addressed the issue of the failure to exercise the option, no appeal was taken, it became final.

We would also point out, Your Honor, that Judge Griffith's order was not appealed either and we waited for that matter to become final before we moved for summary judgment on behalf of these defendants, and that was -- we specifically waited for that order to become final before we moved.

We would point out that Mr. Patel's own deposition testimony illustrates the Garrett defendants' lack of a causal role in Mani Investment's failure to exercise the option, that is, as I pointed out, he never sought any advice from the Garrett Law Firm between May 17, 2004, and when Mr. Ward wrote the letter, I think it was, I believe Exhibit 6 to our memorandum, saying that, I'm sorry, it's Exhibit 5, Mr. Ward wrote the letter saying, "You hadn't exercised the option, I need you to vacate the premises."

You know, assuming that Mr. Patel, as he stated in his deposition, thought somehow that the extension of the lease was an exercise of the option, there is absolutely no evidence in the record that the Garrett Law Firm, Billy Garrett or

Carson Henderson, had anything to do with giving him advice about that particular extension of the lease and whether or not that constituted exercising of the option, but at any rate, the Court has found that that did not constitute an exercise of the option. The point I'm trying to make is the Garrett Law Firm played no part in the way that Mr. Patel or Mani One, Inc., or Mani Investments, LLC, chose to attempt to exercise that option.

Under the law, Your Honor, an option contract is to be strictly construed. This option was not complied with for a number of reasons, all as set forth in Judge Griffith's order. For example, there was no compliance with telling him how he proposed to, telling Mr. Ward how he proposed to close on the transaction, when the transaction would close, and that likewise is the law of the case.

We also have moved on the basis that this action is barred by waiver and equitable estoppel. There was a hearing before Judge Kinard in this matter in which Mr. Patel and the Mani entities sought to have litigated the matter of the filing of lis pendens and whether or not that was going to

hold up the sale and even at that time Mr. Patel and the Mani entities did not come forward, shall we say, with the money in order to seek equitable relief and enforcement of the option first. What they were trying to do was hold up the sale to a third party. That matter got resolved before Judge Kinard could issue a ruling in the case.

But they failed to seek proper equitable relief and therefore under either waiver or equitable estoppel they are precluded from recovering against anyone in this case and specifically Mr. Garrett, Mr. Henderson or the Garrett Law Firm. For these reasons, Your Honor, we submit the law of the case under the previous rulings of this case and under the plaintiff's own deposition testimony, where he admits that he never sought any advice with regard to the exercising of the option from Mr. Garrett and Mr. Henderson and the Garrett Law Firm, we are entitled to summary judgment and to have this case dismissed with prejudice.

Thank you Your Honor.

THE COURT: Thank you, sir.

Mr. Strickland, what is your position with regard to what Mr. Howser has asserted, sir?

MR. STRICKLAND: Well, a couple things, Your Honor. First of all I would like to point out if you look at their position it is that Mani One investments never exercised their option, and if you look at the letter that Scott Ward wrote he actually sent it to Anjay Patel and Mani One, Incorporated. He never sent a letter to Mani One Investments saying they never exercised their option. That's their own testimony.

Second of all, Your Honor -- may I approach?

THE COURT: Please.

MR. STRICKLAND: I have an affidavit that was submitted from Anjay Patel stating that at all times he felt like he was represented by the Garrett Law Firm in any and all matters. He felt like he was represented.

Third of all, Your Honor -- I think it's in the file but I will submit another copy to Your Honor. May I approach?

THE COURT: Please.

MR. STRICKLAND: It's an affidavit from the expert in this case who says that the Garrett Law Firm in his opinion did represent them and that it is possible that malpractice did occur, that at all times that the Garrett Law Firm did represent Mr.

Patel in this instance.

One additional supplemental affidavit, Your Honor. May I approach again?

THE COURT: Yes.

MR. STRICKLAND: A supplemental affidavit that says that it is an expressed opinion of our expert Mr. Root what the standard of care generally required of the Garrett Law Firm, Carson Henderson and Billy Garreet individually is. It requires the law firm to assure that all lawyers comply with the rules and to meet the standard of care required of reasonably competent South Carolina attorneys in transactions described rest squarely upon the shoulder of the Garrett Law Firm and all its members.

THE COURT: I find it interesting that Mr. Root signed an affidavit and didn't have it notarized.

MR. STRICKLAND: The Court has the notarized version, it was sent Fed-X yesterday.

THE COURT: Yes.

MR. STRICKLAND: The bottom line, Your Honor, we also have one more case, a case I would like to present to the Court. Your Honor, this is a Court of Appeals case that simply said that, in this

instance it talked about, in this case it talks about medical malpractice, it is the duty of a physician to ensure the degree of care and skill ordinarly employed by the profession generally under similar conditions and like surrounding circumstances is met. In this instance it says on defendant's motion for summary judgment there will be no genuine issue of material fact unless the plaintiff presents expert testimony on the standard of care breached by the defendant

In this instance, Your Honor, we have expert testimony that says the standard of care in creating that contract, in taking care of our client Mr. Patel was breached by the Garrett Law Firm, that Mr. Patel at all times thought the Garrett Law Firm represented him. When he asked about an attorney, Renee Simchon said the Garrett Law Firm, it fact it's in the contract, it says the Garrett Law Firm will handle it.

Mr. Patel presented the affidavit and in his testimony in the deposition said he thought the Garrett Law Firm represented him in this contract. This is not necessarily about the fact that an option wasn't exercised, Your Honor, this is about malpractice. This is about the fact that the

Garrett Law Firm did not exercise due care in making sure our client understood all the terms, all the facets of the contract. This is a simple malpractice lawsuit, Your Honor.

Our position is, Your Honor, that we have an expert who will say they breached the threshold, that there is an expert opinion, it says the duty of care was not exercised, the proper duty of care. That is enough to go forward.

THE COURT: Let's move to the specific grounds they were seeking summary judgment on, mainly the you're getting two bites at an apple and res judicata, this has already been handled by Judge Saunders.

MR. STRICKLAND: As far as, as far as the other plaintiff, I believe it was Carson Henderson, no, One Stop Marina, Scott Ward, as far as One Stop Marina and Scott Ward, that would apply, Your Honor, but this is about the representation, the malpractice that occurred. This is not about, this is not about the exercise of the contract, Your Honor. This is about the creation of the contract and whether they showed due care and proper care of our client, of their client, Anjay Patel.

THE COURT: In that case how are you not

beyond the Statute of Limitations?

MR. STRICKLAND: We filed, Your Honor, then we were told that we had leave to refile, to amend.

THE COURT: Within a year, which apparently was not done.

MR. STRICKLAND: I think they did, Your Honor, within that time frame they did. I think a lot of this was fought out and the statute of limitations occurs when you knew or should have known that this occurred. He didn't realize it until later that, if you look, I think the malpractice part was added to the second suit, he didn't realize until later that they should have taken extra care for him.

THE COURT: Are they correct, are the defendants correct in that the damages suffered by the plaintiff, allegedly proximately caused by the defendants, that it flowed from the failure to exercise the option, is that where the damage is?

MR. STRICKLAND: Not necessarily, Your Honor, because if the contract was written up, if the law firm exercised due care and took care of the contract and looked after our client as if it were their client, then they would have assured that the hundred thousand dollar earnest money that our

client put up would have come back or would have been taken care of. In this instance they thought they were exercising the contract, Mr. Patel and the others thought they were delivering notice that they were exercising, they thought the extensions that they were given were within the terms.

THE COURT: Did they seek advice from the Garrett firm concerning those extensions?

MR. STRICKLAND: They thought, they thought at the point, I'm going on what Mr. Patel has said, I think what they understood was that the extensions were just agreements between Scott Ward and Anjay Patel.

THE COURT: So they never sought advice from the Garrett firm regarding the extensions?

MR. STRICKLAND: As far as they knew nobody sought advice from the Garrett Law Firm.

THE COURT: Basically the Garrett Law Firm handled the closing in 2004, an option wasn't exercised. Are you maintaining that the Garrett Law Firm continued to represent Mr. Patel?

MR. STRICKLAND: Throughout the whole situation, Your Honor.

THE COURT: Throughout the entire situation?

MR. STRICKLAND: Yes, sir.

THE COURT: 2004, up until such time as the option was attempted, Mr. Patel attempted to execute the option, that the Garrett Law Firm maintained representation the entire time?

MR. STRICKLAND: At what point does an attorney relinguish representation of a client? That's the position, Your Honor, we're obligated to represent our clients until there is a time certain that we don't.

THE COURT: Was there a disengagement letter or anything?

MR. STRICKLAND: There is no disengagement letter. I can point out deposition testimony, for example --

THE COURT: Can I unseal this deposition? Any objection?

MR. STRICKLAND: Absolutely.

MR. HOWSER: At page 70 Mr. Patel admits that he never had a conversation with Mr. Garrett or Mr. Henderson about whether the extension or release agreement was an exercise of the option. This was based on, he says what Mr. Ward told him. At page 78 he was asked this question, or these questions by me. "If the Court found that Mani Investments did not properly exercise the option would you

agree that nothing Billy Garrett, Carson Henderson or the Garrett Law Firm did or did not do caused any damage to Mani Investments?"

"Answer. I don't know."

Then he goes on to say, "I have no idea how to answer that question."

Then he was asked. "How do you contend that the Garrett Law Firm or Billy Garrett or Carson Henderson, assuming they represented you, failed to provide competent representation to you?"

"Answer. That's for my attorneys. I gave them documents we had and they figured that one out."

"Question. How do you contend they failed, if you so contend, that they failed to give you independent candid advice about this transaction?"

"Answer. That would be a question for my attorney."

And then he says at page 79 that he does not know how any conflict of interest affected his exercising of the option.

At page 81 he admits that a letter about failure to exercise the option came from Scott Ward and that it did not come from Billy Garrett, Carson Henderson or the Garrett Law Firm.

At page 89 it shows, his answer shows he never asked Billy Garrett, Carson Henderson or the Garrett Law Firm if entering into the lease extensions extended the time to close on the loan and this option agreement.

Your Honor, the whole point, I guess we make is we will concede under the affidavit of Joe Root that there is an issue of fact as to whether or not there --

THE COURT: There is an attorney-client relationship?

MR. HOWSER: We dispute that, that is an issue of fact, but what they can't do, because of the ruling of Judge Saunders and Judge Griffith, they can't establish anything Mr. Garrett or Mr. Henderson or the Garrett Law Firm did resulted in damages to any of these plaintiffs. You know, you can say, all right, there is a conflict of interest but a conflict of interest is not actionable unless it is a proximate cause or cause in fact of damages to a plaintiff, and as this record clearly shows, between May 17th, 2004, and the time the letter was written by Mr. Ward none of the plaintiffs ever sought advice from Billy Garrett, Carson Henderson or the Garrett Law Firm about the exercising of

that option and nowhere has anyone contended that there was anything improper in the way the original option was drafted and so that can't be the basis of any malpractice claim. You've got this more than three year period where no advice was ever sought from the Garrett Law Firm by the plaintiff or plaintiffs Patel, Mani One or Mani Investments, LLC.

THE COURT: All right, Mr. Strickland, on the issue of damages, assuming you're correct and there was this ongoing attorney-client relationship between the plaintiffs and the defendants, where is the proximate cause of damages?

MR. STRICKLAND: Your Honor, our position is that our client is out a hundred thousand dollars. The proximate cause is the fact that they drew up the contract in the best interest of Scott Ward, not in the best interest of Anjay Patel. They drew up, they're claiming all these extensions were never part of the contract but yet Anjay Patel's position is that they, it was their understanding that Scott Ward was going back to their shared attorney to tell them that he was granting these extensions and now they're claiming no extensions were given, nothing was done, that nobody came to

them. Our position is still the same, Your Honor, our client is out a hundred thousand dollars and in previous courts the judge has said that seems to be like a malpractice issue.

If you look at, look at Judge Griffith's hearing in 2009 -- may I approach, Your Honor?

THE COURT: Please.

MR. STRICKLAND: The transcript says, if you want to talk about the fundamental fairness, Mani investment was out a hundred thousand dollars on this wrongly drafted opinion, excuse me, drafted option, lease option, then there would be an action against the attorney, which is what Judge Griffith said. That is correct, Your Honor. It seems to me the Mani Investments is suing, there has get to be a necessary party. Basically Judge Griffith is saying there has to be other parties to this, "I understand your clients are aggrieved because they put a hundred thousand dollars into a purchase that hasn't gone through for some reason. That may be actionable against the attorney." One judge has already said there may be actions against the attorney.

Our position is, Your Honor, that what we would like is the jury to decide. Our position is

our client is out a hundred thousand dollars and it was a poorly drafted option contract, Your Honor.

MR. HOWSER: Maybe I'm beating a dead horse but, I mean, the record clearly establishes that it was Mr. Strickland's client or clients that breached the contract and didn't comply with the terms of the option, not anything that the Garrett Law Firm did, and that became the law of the case and right or wrong, if it is the law of the case that's the end to it and if they felt they were aggrieved by that, then their responsibility was to appeal to a higher court and they didn't do it and so it becomes final and it's the law of the case and it clearly establishes that Mr. Garrett, Mr. Henderson and the Garrett Law Firm did not cause any damage to Mr. Strickland's clients.

You know, as a great old lawyer from Columbia used to say, "I've got a mule that can jump a twelve foot fence. If you don't believe it I'll show you the mule and I'll show you the fence." But nobody has shown the mule jumping the fence and that is, there just is a missing causal connection here based on the failure of Mr. Patel, Mani One or Mani Investments to properly exercise that option, not any malpractice on behalf of these defendants.

THE COURT: All right. Gentlemen, I appreciate your position, I appreciate your patience with me this morning and you're willingness to help educate me about this particular case. Obviously you have dumped a good bit on me. Let me take a look at it and I will get back to you all at some point in time and prepare an order.

MR. HOWSER: Your Honor, may I bring up one other thing?

THE COURT: Certainly.

MR. HOWSER: One additional matter. There seems to be some confusion as to whether or not this case should be on the jury or the nonjury roster. It is our position that it needs to be on the nonjury roster because we certainly didn't ask for a jury trial. The plaintiffs didn't ask for a jury trial and I don't know how it got on the --

THE COURT: Do you all want a jury trial?

MR. STRICKLAND: That would be great, Your Honor, we would love a jury trial.

THE COURT: Let's see what happens. We'll deal with that later --

MR. STRICKLAND: Thank you, Your Honor.

THE COURT: -- if we have to.

MR. HOWSER: One other matter, and we'll get out of here. I know it is like case number 19 on the November 1st roster. Since the matter has been taken under advisement, we really at some point would like a day certain if possible, I wonder if it could be carried over past the November term?

MR. STRICKLAND: I agree.

THE COURT: Yes, I don't think you all need to worry too much about November 1st but this is going under advisement, I anticipate being in contact with one of you all later this week about an order.

Thank you all very much.

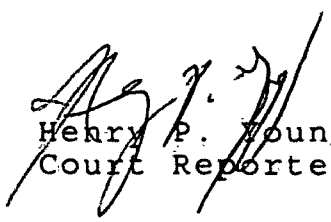
MR. STRICKLAND: Thank you.

(Hearing Concluded).

I, the undersigned Henry P. Young, Official Court Reporter for the Eighth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all the proceedings had and evidence introduced in the trial of the captioned case in the Circuit Court for Greenwood County, South Carolina, on the 10th day of October, 2010.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

March 23, 2011



Henry P. Young
Court Reporter

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO: 2009CP2401181

FILED
8TH J.
GRE...
2010 NOV 11 AM 10:00

Anjay Patel *vs.* Garrett Law Firm Pc

CHECK ONE:

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED (*CHECK REASON*):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____

☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j) SCRCP; ☐ Bankruptcy:

☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other: _____

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☑ See attached order; ☐ Statement of Judgment by the Court:

Order Granting Summary Judgment to Defendants The Garrett Law Firm PC and Carson M Henderson and Billy J Garrett Jr

Dated at Greenwood, South Carolina, this 4th day of November, 2010.

Court Reporter:

s/Frank R Addy Jr.
PRESIDING JUDGE - Frank R Addy Jr

This judgment was entered on the 11th day of November, 2010, and a copy mailed first class this 11th day of November, 2010, to attorneys of record or to parties (when appearing pro se) as follows:

Thomas Alexander Belenchia Attorney at Law P.O. Box 3421 Spartanburg, SC 29304

ATTORNEY(S) FOR THE PLAINTIFF(S)

R. Davis Howser Howser Newman & Besley, LLC P.O. Box 12009 Columbia, SC 29211
Thomas E. Hite Jr. Hite And Stone P.O. Box 805 Abbeville, SC 29620
Edward S. McCallum III Law Offices of Edward S. McCallum, III P.O. Box 148 Greenwood, SC 29648

ATTORNEY(S) FOR THE DEFENDANT(S)

Ingram B. Moon - Clerk of Court

STATE OF SOUTH CAROLINA)) COUNTY OF GREENWOOD)	IN THE COURT OF COMMON PLEAS CASE NO. 2009-CP-24-01181
Anjay Patel, Mani Investments, LLC,) d/b/a Cornerstop Stores and Mani) One, Inc.)) Plaintiffs,)) V.)) The Garrett Law Firm PC, Carson M.) Henderson, Billy J. Garrett, Jr., T.) Scott Ward, One Stop Marina, Inc.,) Greenwood Realty, Inc., Renee) Simchon,)) Defendants.)	ORDER GRANTING SUMMARY JUDGMENT TO DEFENDANTS THE GARRETT LAW FIRM PC AND CARSON M. HENDERSON AND BILLY J.GARRETT, JR.

FILED
8TH JUDICIAL
GREENWOOD
2010 NOV 10 01

BACKGROUND

This matter is before the Court on the motion of the Defendants The Garrett Law Firm, PC, Carson M. Henderson and Billy J. Garrett, Jr. (Garrett Defendants) for Summary Judgment pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. The grounds for this motion are that there are no genuine issues of material facts and that the Garrett Defendants are entitled to judgment as a matter of law because: (1) a previous Order of the Court adjudicated the contractual rights of Plaintiffs under the option referred to in the Complaint finding that Mani Investments, LLC, the legal entity that was granted the exclusive right to the option, failed to exercise that option, and that Order is the law of the case, and bars Plaintiffs from pursuing this claim against the Garrett Defendants; (2) a previous Order of the Court has declared the option unenforceable because it was not properly exercised by the Plaintiff(s), and that Order establishes the law of the case; (3) the failure to properly exercise the option was not the result of any act, error, omission or conduct of the Garrett Defendants, and therefore, no conduct on the

part of the Garrett Defendants could be, or was, the cause in fact and/or proximate cause of any alleged damages of the Plaintiffs; (4) the Plaintiffs are precluded by collateral estoppel from maintaining this action against the Garrett Defendants; and (5) the Plaintiffs are barred from recovery by the doctrines of waiver and equitable estoppel.

The record in this case establishes that on May 17, 2004, T. Scott Ward and Mani Investments, LLC entered into an Option to Purchase Real Property for property located at 5201 Old Laurens Road and 5119 Old Laurens Road, Greenwood, South Carolina 29646 for consideration of One Hundred Thousand ($100,000.00) Dollars. A copy of this option agreement was presented to the Court. The option agreement contained the following pertinent provisions:

> This Option to Purchase Real Property shall be binding on and shall inure to the benefit of the parties and their heirs, successors, and assigns. Nothing in this Option to Purchase Real Property, expressed or implied, is intended to or shall confer upon any person or business entity other than the Optionor and the Optionee, and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns, any rights, remedies, obligations, or liabilities.

and

> This Option to Purchase Real Property shall be binding upon, and shall inure to the benefit of, and shall be enforceable by and against the Optionor and the Optionee and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns. Nothing in this Option to Purchase Real Property, expressed or implied, is intended to or shall confer upon any person or business entity other than the Optionor and the Optionee, and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns, any rights, remedies, obligations, or liabilities.

Based on the record it also appears that on May 17, 2004, Mani Investments, LLC entered into a three year lease agreement with T. Scott Ward for this property. A copy of this lease agreement was presented to the Court. The lease gave Mani Investments a right to renew. Under the terms of the option agreement the Optionee, Mani Investments, LLC was to be given

credit for payments under the lease if it exercised the option and if it fully complied with terms of the lease agreement.

In order to exercise the option, Mani Investments, LLC was required by the terms of the option agreement to provide written notice to Ward by May 17, 2007, of its intent to exercise the option. (Option Agreement §§ 2, 3.) According to the agreement, the written notice from Mani Investments was required to specify the medium of payment of the Option price and the suggested date for closing the purchase transaction, which had to occur not sooner than 30 days and not later than 90 days subsequent to the date of written notice. (*Id.* § 3.)

On May 10, 2007, Anjay Patel and Mani One, Inc., not Mani Investments, LLC, sent correspondence to Ward "requesting an extension" of the lease agreement on the subject property and attempting to exercise the option. This correspondence also failed to specify a suggested date for closing within 90 days of the date of the correspondence. The record establishes that on May 17, 2007, Patel for Mani One, Inc. again sent correspondence to Ward concerning an extension of the lease agreement. This correspondence was not sent on behalf of Mani Investments. Even if Mani One, Inc. was entitled to exercise the option, which right is denied, the correspondence failed to specify a suggested date for closing within 90 days of the date of the correspondence.

Scott Ward on August 27, 2007, sent correspondence to Patel informing him as the representative for Mani Investments that because of the failure of Mani Investments to exercise its option according to its terms, Ward was exercising his right under the lease agreement to require Patel to vacate the subject property by September 17, 2007. A copy of Ward's letter was part of the record before the Court.

In 2007, Mani Investments filed suit against Ward and the Garrett Defendants. On September 29, 2008, Judge Wyatt T. Saunders, Jr. issued at Order dismissing that lawsuit against the Garrett Defendants and giving plaintiff Mani Investments leave to file a second amended complaint if it obtained an affidavit as required by Section 15-36-100 of the 1976 South Carolina Code. The Order of Judge Saunders was part of the record before this Court. Mani Investments never moved to file a second amended complaint, but instead filed this action with additional party plaintiffs and party defendants.

On October 2, 2008, Judge Saunders issued an Order dismissing Mani Investments' claims against Ward. Judge Saunders dismissed the Complaint concluding that "the Rule 12(b)(6) motion should be granted because the allegations of the complaint reveal that the legal entity which was granted the option under the parties' contract clearly did not exercise the option in writing at any time." A copy of the Order of October 2, 2008 was made a part of the record before this Court.

Thereafter on August 13, 2009, the Plaintiff Mani Investments, LLC joined by Patel and Mani, One, Inc. filed suit against the Defendants. On May 18, 2010, Judge Griffith issued an Order dismissing the Plaintiffs' claims against Ward and One Stop Marina, Inc. In that Order Judge Griffith ruled in pertinent part:

> This Court concludes that the language of Judge Saunders' Order of October 2, 2008, was not challenged by Plaintiff Mani Investments, LLC in any way. As an unappealed final ruling, right or wrong, all parties are bound by it because it is the "law of the case." (citation omitted,)
>
> Judge Saunders' final Order adjudicated the contractual rights of the parties under their option contract adversely to the Plaintiff Mani Investments, Inc. Judge Saunders' Order now effectively bars all of the Plaintiffs' new lawsuit against T. Scott Ward and One Stop Marina, Inc. for two reasons. First, the doctrine of res judicata precludes Mani Investments, Inc. under the circumstances of this case, from filing a new complaint.

> When claims arising out of a particular transaction or occurrence are adjudicated, res judicata bars the parties to that suit from bringing subsequent actions on either the adjudicated issues or any issues that might have been raised in the first suit. (citations omitted.) * * *
>
> Second, the Plaintiffs, in an unsuccessful attempt to avoid the application of res judicata, joined new Plaintiffs and Defendants. * * * [T]he doctrine of collateral estoppel prohibits the Court from adjudicating an issue that was actually litigated and determined by a valid and final judgment in a prior lawsuit.

Subsequently, the Garrett Defendants filed this Motion for Summary Judgment pursuant to Rule 56 of the South Carolina Rules of Civil Procedure which now before this Court for decision.

Under Rule 56, "[t]he judgment sought should be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. "In determining whether any triable issues of fact exist, the [trial] court must view the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party." *Connor Holdings, LLC v. Cousins*, 373 S.C. 81, 84, 644 S.E.2d 58, 60 (2007).

CONCLUSIONS OF LAW

I. THE PLAINTIFFS HAVE FAILED TO RAISE A QUESTION OF FACT REGARDING THE ELEMENTS OF A LEGAL MALPRACTICE CLAIM.

In order to recover on a legal malpractice claim under South Carolina law a plaintiff must prove the following elements in a legal malpractice claim: "(1) the existence of an attorney–client relationship; (2) breach of a duty by the attorney; (3) damage to the client; and (4) proximate causation of the client's damages." *McNair v. Rainsford*, 330 S.C. 332, 341, 499 S.E.2d 488, 493–94 (Ct. App. 1998) (citing *Smith v. Haynsworth, Marion, McKay & Geurard*, 322 S.C. 433, 472 S.E.2d 612 (1996)).

A. South Carolina Law Prevents the Plaintiffs from Relitigating the Issue of Proximate Causation of Any Alleged Damages.

1. Proximate Cause Requirement for a Legal Malpractice Claim

As set forth above among the elements for recovery of legal malpractice is that any alleged negligence of the attorney must be a proximate cause of any injuries sustained by a plaintiff. See also, *Shealy v. Walters*, 273 S.C. 330, 335, 256 S.E.2d 739, 742 (1979). In *Eadie v. Krause*, 381 S.C. 55, 65, 671 S.E.2d 389, 393 (Ct. App. 2008) the South Carolina Court of Appeals stated that:

> [p]roximate cause requires proof of causation in fact and legal cause. . . . Causation in fact is proved by establishing the plaintiff's injury would not have occurred "but for" the defendant's negligence. . . . Legal cause is proved by establishing foreseeability. . . . When the injury complained of is not reasonably foreseeable, in the exercise of due care, there is no liability. . . . In the context of a legal malpractice action, the plaintiff bears the burden of proving the alleged malpractice proximately caused damage to the plaintiff and the defendant may be held liable for anything which appears to have been a natural and probable consequence of his negligence.

Therefore, in order to survive a summary judgment motion, a plaintiff must establish that a genuine issue of fact remains as to the existence of an injury and that the defendant's alleged negligence was the proximate cause or cause in fact of the injury. Anjay Patel has testified in his deposition that he really did not review the option agreement before or after it was executed. (Deposition of Patel p.57, l. 16 –p.58, l.2) Patel could not testify that Defendants Billy Garrett or Carson Hendeson were even present when the original lease agreement and the option agreement were signed. (Id. at p.63, l.22 to p.64, 2.) Moreover, Patel or Mani Investments, LLC never sought any advice from the Garrett Defendants about how to exercise the option. For these reasons and the reasons set forth below, as a matter of law, no alleged negligence on the part of the Garrett Defendants was the cause in fact or the proximate cause of any claimed damages of the Plaintiffs.

2. Ruling from Previous Litigation as the "Law of the Case"

Under South Carolina law, an unchallenged final ruling becomes the "law of the case." *King v. James*, 388 S.C. 16, 25, 694 S.E.2d 35, 40 (2010) (citing *ML-Lee Acquisition Fund, L.P. v. Deloitte & Touche*, 327 S.C. 238, 241, 489 S.E.2d 470, 472 (1997) (holding an unappealed ruling, right or wrong, becomes the law of the case).

As discussed above, in the 2007 case, Judge Saunders issued an Order dismissing the claims of Mani Investments against Ward and One Stop. Because Mani Investments failed to appeal the dismissal, the October 2, 2008 ruling stands as the "law of the case" and continues to bind the present parties. Judge Griffith applied the "law of the case" in granting the Rule 12(b)(6) motion filed by the Defendants Ward and One Stop, requesting the court to dismiss the Plaintiffs' Complaint against them. (*See* Order, May 18, 2010, at 4.) Because the October 2, 2008 Order as a matter of law assigned to Mani Investments the sole responsibility for the improper exercise of the Option, Judge Griffith ruled that the 2009 Complaint against Ward and One Stop should be dismissed with prejudice. (*Id.* at 3, 7.)

3. Plaintiffs Collaterally Estopped from Relitigating Option Issue

"Collateral estoppel, also known as issue preclusion, prevents a party from relitigating an issue that was decided in a previous action, regardless of whether the claims in the first and subsequent lawsuits are the same." *Carolina Renewal, Inc. v. South Carolina Dep't of Transp.*, 385 S.C. 550, 554, 684 S.E.2d 779, 782 (2009) (citing *Judy v. Judy*, 383 S.C. 1, 7, 677 S.E.2d 213, 217 (Ct. App. 2009)). South Carolina law requires parties asserting collateral estoppel to demonstrate that the "issue in the present lawsuit was: (1) actually litigated in the prior action; (2) directly determined in the prior action; and (3) necessary to support the prior judgment." *Id.*

(citing *Beall v. Doe*, 281 S.C. 363, 369 n.1, 315 S.E.2d 186, 189–90 n.1 (Ct. App. 1984)). Importantly, South Carolina courts have recognized that "[w]hile the traditional use of collateral estoppel required mutuality of parties to bar relitigation, modern courts recognize the mutuality requirement is not necessary for the application of collateral estoppel where the party against whom estoppel is asserted had a full and fair opportunity to previously litigate the issues." *Snavely v. AMISUB of S.C., Inc.*, 379 S.C. 386, 398, 665 S.E.2d 222, 228 (Ct. App. 2008).

The October 2, 2008 Order issued by Judge Saunders addressed the issue of the failure of the Option purchased by Mani Investments, ruling that the "legal entity which was granted the option under the parties' contract clearly did not exercise the option in writing at any time." (Ex. 6 at 2.) According to the 2009 Complaint, the "Plaintiffs suffered damages as a proximate result of attorney negligence in an amount of the $100,000.00 down payment, the loss of the subject property, unnecessary legal fees, and any further amount to be determined by a trier of fact." (Complaint, Aug. 13, 2009, ¶ 35.) As determined by the October 2, 2008 Order, the sole proximate cause and cause in fact of the failed Option was Mani Investments' failure to properly exercise the Option. In short, the issue of whether any alleged negligence of the Garrett Defendants was the cause in fact or the proximate cause of the Plaintiffs' alleged damages has been litigated and been determined adversely to the Plaintiffs. Therefore, Mani Investments is estopped from relitigating the issue of the cause of the alleged damage.

Finally, the addition of Patel and Mani One to the 2009 Complaint fails to prevent the dismissal of the Plaintiffs' claims against the Garrett Defendants. At the time of the 2007 case, Patel was the co-owner of both Mani Investments and Mani One. (Patel Dep. 16:17–18; 21:25–22:1.) Because of his ownership interest in both Mani Investments and Mani One, Patel had every opportunity to fully and fairly litigate the proximate cause and cause in fact issue both on

his own behalf and on behalf of Mani One.

In the May 18, 2010 Order, Judge Griffith applied similar reasoning in dismissing the Plaintiffs' claims against Ward and One Stop. In the 2009 Complaint, the Plaintiffs alleged that Ward and One Stop improperly benefitted from the Plaintiffs' down payment, their monthly payments, and their improvements to the subject property. (Complaint, Aug. 13, 2009, ¶¶ 52–57.) Additionally, the Plaintiffs alleged that Ward and One Stop breached their agreement with the Plaintiffs and this breach proximately caused the Plaintiffs to lose their interest in the subject property and the down payment. (*See id.* at ¶¶ 58–69.) Because the October 2, 2008 Order had previously determined that the failure to exercise the Option properly was solely the fault of Mani Investments, Judge Griffith found that the Plaintiffs were collaterally estopped from relitigating the cause in fact or proximate cause issue.

In conclusion, the South Carolina doctrine of collateral estoppel prevents the Plaintiffs from relitigating the issue of proximate cause and cause in fact in the instant suit before this Court.

B. Plaintiffs Have Failed to Establish a Genuine Issue of Fact Exists as to the Proximate Causation of Any Alleged Damages.

The issue of cause has previously been determined as a matter of law. Under the "law of the case" the sole cause of the Plaintiffs' alleged damages was the failure of Mani Investments to properly exercise the Option. Additionally, the Plaintiffs are prevented from relitigating the proximate cause issue by South Carolina's doctrine of collateral estoppel.

Moreover, Patel's deposition testimony further illustrates the Garrett Defendants' lack of causal role in Mani Investments' failure to exercise the Option. For example, Patel admitted he failed to properly review either the Lease Agreement or the Option. (*See* Patel Dep. 57:2–58:7.) Patel also admitted he never sought any legal advice from the Garrett Defendants prior to May

17, 2007, the final date for exercising the Option. (*Id.* 71:4–24.) Stated differently, Patel's belief that the correspondence he sent to Ward effectively exercised Mani Investments' Option resulted solely from his own failure to properly review the clear and unambiguous terms of the Option. Though neither Judge Saunders nor Judge Griffith required such testimony to reach their decisions, the testimony fortifies their final rulings that the extinguishment of Mani Investments' rights in the Option resulted solely from Mani Investments' inaction.

Because the Plaintiffs have failed to produce even a mere scintilla of evidence that the Garrett Defendants' alleged negligence proximately caused the Plaintiffs' alleged damages, this Court must grant the motion of the Garrett Defendants for summary judgment.

II. PLAINTIFFS HAVE WAIVED AND ARE EQUITABLY ESTOPPED FROM SEEKING RECOVERY.

Option contracts are strictly construed in favor of the optionor and against the optionee. *Cotter v. James L. Tapp Co.*, 267 S.C. 647, 230 S.E.2d 715 (1976). If the option requires performance in a certain manner, exact compliance with the terms of the option is required. *Id.* If the court were to find that equitable principles could be used to alter the terms of the option contract and that equity gave the Plaintiff Mani Investments an equitable right of redemption (see, e.g., *Lewis v. Premium Investment Corp.*, 351 S.C. 167. 568 S.E.2d 361 (2002)) that right could not assist Mani Investments and the Plaintiffs because they never sought to exercise the right of redemption.

While the Garrett Defendants deny that they had an attorney client relationship with any of the Plaintiffs, there is no question that Plaintiffs retained other counsel once they were advised that they were in default. That other counsel could have advised Mani Investments and the remaining Plaintiffs of the right to seek equitable redemption.

In the words of one of the judges in this case, "where is the money?" The money to

purchase the property by exercising the option was never tendered. The Plaintiffs never sought equitable redemption, never sought to secure the $100,000.00 set aside fund, and never sought specific performance of the option contract.

Under South Carolina law, "[w]aiver is a voluntary and intentional abandonment or relinquishment of a known right." *Parker v. Parker*, 313 S.C. 482, 487, 443 S.E.2d 388, 391 (1994). Similarly, "[e]quitable estoppel occurs where a party is denied the right to plead or prove an otherwise important fact because of something which he has done or failed to do." *Id.* at 487, 443 S.E.2d at 391. The South Carolina Supreme Court has observed that "the distinction between waiver and estoppel is close, and sometimes the doctrines merge into each other with almost imperceptible gradations." *Id.*

Because the Plaintiffs have failed to (1) seek and perfect an equitable redemption, (2) secure the $100,000.00 set aside fund, and (3) seek specific performance, the Plaintiffs are barred from recovery by both the doctrines of waiver and estoppel.

CONCLUSION

For the reasons discussed above, this Court grants the Motion for Summary Judgment of the Garrett Defendants and dismisses the Plaintiffs' claims against The Garrett Law Firm PC, Carson M. Henderson and Billy J. Garrett, Jr. Accordingly, this matter is dismissed with prejudice and forever ended as to The Garrett Law Firm PC, Carson M. Henderson and Billy J. Garrett, Jr.

AND IT IS SO ORDERED.

Frank R. Addy, Jr.
Judge, Court of Common Pleas for
Greenwood County

November 4, 2010

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

ANJAY PATEL, MANI INVESTMENTS, ET AL)
☒ Plaintiff)

v.)

The Garret Law Firm Pc, Et Al)
☐ Defendant.)

IN THE COURT OF COMMON PLEAS

CASE NO.
2009-CP-24-01181

MOTION AND ORDER INFORMATION FORM AND COVER SHEET

2010 NOV 24 PM 12 56

GREENWOOD, SC

Plaintiff's Attorney:	Defendant's Attorney:
R. Davis Howser, Bar No.	Thomas A Belenchia, Bar No. 2371
Address:	Address:
PO Box 12009	PO Box 3421
Columbia, SC 29211	Spartanburg, SC 29304
phone: fax:	phone: 864-439-8401 fax:
e-mail: other:	e-mail: other:

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☒ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Motion to Reconsider
Estimated Time Needed: Court Reporter Needed: ☐ YES / ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☒ Plaintiff / ☐ Defendant — Date submitted: 11/23/2010

SECTION III: Motion Fee

☒ PAID – AMOUNT: $25.00
☐ EXEMPT: (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter:
☐ Other:

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other:

JUDGE

CODE: Date:

CLERK'S VERIFICATION

Date Filed:

Collected by:

☐ MOTION FEE COLLECTED:
☐ CONTESTED – AMOUNT DUE:

SCCA/233 (11-03)

STATE OF SOUTH CAROLINA COUNTY OF GREENWOOD ANJAY PATEL, MANI INVESTMENTS, LLC d/b/a CORNERSTOP STORES, and MANI ONE, INC. Plaintiff, v. THE GARRETT LAW FIRM, PC, CARSON M. HENDERSON, BILLY J. GARRETT, JR., Defendant,	IN THE COURT OF COMMON PLEAS **CERTIFICATE OF SERVICE** CASE NO: 2009-CP-23-01181

FILED
2010 NOV 24 PM 12:56
GREENWOOD, SC
12TH JUDICIAL CIRCUIT

CERTIFICATE OF SERVICE

I, the undersigned attorney for the Plaintiff(s), do hereby certify that I have served all counsel in this action the Motion to Reconsider herein below specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Counsel Served:
R. Davis Howser, Esq.
Howser, Newman, and Besley LLC
PO Box 12009
Columbia, SC 29211

A Business Law Firm, LLC
P. O. Box 3421
Spartanburg, SC 29304
(864) 439 - 8401

November 23, 2010

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD)

ANJAY PATEL, MANI INVESTMENTS, LLC d/b/a CORNERSTOP STORES, and MANI ONE, INC.

Plaintiff,

v.

THE GARRETT LAW FIRM, PC, CARSON M. HENDERSON, BILLY J. GARRETT, JR.,

Defendant,

MOTION TO RECONSIDER

FILED
8TH JUDICIAL CIRCUIT
GREENWOOD, SC
2010 NOV 24 PM 12:26

CASE NO: 2009 – CP – 24 – 01181

TO: R DAVIS HOWSER, ESQUIRE, ATTORNEY FOR DEFENDANT(S)

YOU WILL TAKE NOTICE that pursuant to Rules 56, 59 and 60 of the South Carolina Rules of Civil Procedure, the Plaintiff, Anjay Patel, through his attorney, will move before the Presiding Judge of the Common Pleas Court in Greenwood County, Greenwood, SC, at a date and time to be specified by the Court, for an Order setting aside the Final Order and Judgment in the above-captioned action against the said Plaintiff. This motion is based upon the applicable Rules of Court, South Carolina case law, and any affidavits and/or memorandum which may be filed prior to the hearing and will follow this motion. The Plaintiff(s) further allege that Plaintiff(s) are prompt in filing for relief, the existence of meritorious defenses, and the Defendant(s) will not be adversely prejudiced.

A BUSINESS LAW FIRM LLC

Thomas A. Belenchia, SC Bar 2371
John C. Strickland, SC Bar 76210
PO Box 3421
Spartanburg, SC 29304

November 23, 2010

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS
2009-CP-24-1181

COUNTY OF GREENWOOD

ANJAY PATEL and MANI INVESTMENTS, LLC, ET AL,

-vs-

THE GARRETT LAW FIRM, PC, CARSON M. HENDERSON and BILLY J. GARRETT, JR.,

Defendants.

January 20, 2011

B E F O R E:

HONORABLE FRANK R. ADDY, JR.

A P P E A R A N C E S:

JOHN C. STRICKLAND, Esquire
Attorney for the Plaintiffs

R. DAVIS HOWSER, Esquire
THOMAS E. HITE, JR., Esquire
Attorneys for the Defendants

Henry P. Young
Court Reporter

P-R-O-C-E-E-D-I-N-G-S

(Convened at 9:28 a.m., January 20, 2011).

THE COURT: All right, the next one I believe we have is the Patel matter. Okay, we're on the record on case 09-CP-24-1181, Patel, Mani Investments, LLC, et al, plaintiffs, versus a number of defendants, Garrett, et cetera, and my understanding is that this is a motion for reconsideration which was filed some time ago. I believe I continued this last week due to the weather, I'm quite sure that's right, and personal injuries involving one of the plaintiffs or one of the attorneys, I believe.

All right. Who is the moving party? That would be you?

MR. STRICKLAND: Yes, sir, Your Honor. May I approach?

THE COURT: Please, by all means.

MR. STRICKLAND: And I was the injured party.

THE COURT: Mr. Strickland, I hope you're feeling better.

MR. STRICKLAND: Thank you. I'm better, thank you.

THE COURT: Good.

MR. STRICKLAND: I'm still injured but that

takes time to heal.

THE COURT: I'm sorry. I had a bad back myself, you're right, that is going to take some time.

MR. STRICKLAND: Yes, sir.

THE COURT: All right, I will be happy to hear from you, sir.

MR. STRICKLAND: Your Honor, let me start with not the legal history but the factual history. Years ago Mr. Patel, who was an officer of Mani Investments, if you look at Exhibit A, he found property here in Greenwood that was for sale. That exhibit contains the exclusive right to sell, listing agreement and then the second part of Exhibit A is the contract by Renee Simchon. In that contract, Your Honor, it says the Garrett Law Firm prepared the undersigned agreemen and recorded it at the local courthouse. It says lease-option.

Now, Mr. Patel's understanding, he was purchasing the property. He went to the Garrett Law Firm with the understanding he was purchasing the property, not leasing it. When he got there the paperwork was a lease with an option to buy. If you look at the very last page, Your Honor, it's a closing statement and the closing statement is

lease with an option and bill of sale. Payment for the option is a hundred thousand dollars.

Mr. Patel's understanding was that was his down payment for the purchase of the property. He thought this was a deed for title. In fact his testimony in his deposition was that he thought this was a deed for title or a buy-sell agreement. That is where we start, Your Honor, that his understanding was this was supposed to be him purchasing this property. Instead, the attorneys there drew up a lease with an option to buy.

In this situation, there has been a previous case, the previous case, I'm sorry, the previous hearing was before Judge Griffith. The defendants in this case, which are the Garrett Law Firm, Carson Henderson and Billy Garrett, all sought for 12(B)(6) motion. That case was denied. There is a transcript involved here, and that is in the Form 4. I believe that is, I believe that is Exhibit D.

The judge there denied the case and said there was enough evidence, based on the evidence, that he was denying the 12(B)(6) motion. The statement was in the interest of justice after hearing oral argument, reviewing all the evidence presented, the Court finds that the defendants'

motion to dismiss is denied. He heard the evidence and denied the motion.

Your Honor, in a legal malpractice lawsuit there has to be four things. There has to be an existence of an attorney-client relationship. If you will look at page 6 of my memo, in that, Your Honor, there was indeed an attorney-client relationship. The affidavit of the expert in this case, Your Honor, states that in his opinion the Garrett, there existed an attorney-client relationship between the Garrett Law Firm and Mr. Patel. Mr. Root's affidavit specifically points to several instances where they basically, instances of neglect and/or omissions of defendant Garrett. They failed in general to provide competent representation for the protection of the plaintiffs, they failed to give independent candid advice referring not only to the law but also to other considerations, particularly economic considerations. They failed to recognize their duties to the plaintiffs were materially and adversely affected by their relationship with the defendants Scott and/or One Stop Marina. These are former defendants. They failed to recognize they could not consider, represent or carry out

appropriate course of action for the plaintiff because of their relationship and responsibilities to Mr. Ward and they continued to represent Mr. Ward and One Stop in matters arising out of the subject transaction. There are several instances, Your Honor.

The second part of this is was there a breach of duty? And in Mr. Root's affidavit he points to the breach of duty owed to Mr. Patel by the Garrett Law Firm, and that duty to conduct and in failing to conduct the subject transaction in a manner that would assure the plaintiff sufficient information to understand the subject transaction and its consequences. He failed to give independent, candid advice referring to not only applicable law but also other economic considerations. He failed to recognize the duty to conduct subject transaction in a manner that would assure the plaintiff of sufficient information to understand the subject matter and its consequences.

The third part of this is proximate cause. The proximate cause occurred, Your Honor, when instead of a buy-sell agreement or deed for title, a lease with an option to buy. We don't, we're not concerned with what happened down the road with

whether he did or did not exercise that option in time. That has already been decided by the Court. Our concern is what should have happened and but for them not creating a buy-sell agreement or a deed for title we wouldn't be here today, but for them creating a lease with an option to buy we are here today because they created the lease with an option to buy. His understanding was it was going to be seller financed. Because they created that, this puts us in the quagmire today. My client is out $100,000. That was his down payment for this property.

The fact the Garrett Law Firm was hired to and created the buy-sell agreement and the fact the Garrett Law Firm drew up a lease with an option to buy or an option contract is the root of this case, Your Honor, the proximate cause. The plaintiff's down payment for the purchase of the property is significant and a matter for the trier of facts to decide.

Your Honor, Harris versus Moore, South Carolina Supreme Court, found in order to demonstrate proximate cause the plaintiff must show he most probably would have been successful in the underlying suit if the attorney had not committed

the alleged malpractice.

Well, if the attorney had not committed the malpractice there wouldn't be an underlying suit, Your Honor, there would have been a buy-sell agreement, it would have been owner financing and we would have moved on, there wouldn't be this, he wouldn't have, he wouldn't have had to exercise an option as it was.

For the Court to find summary judgment the evidence presented must amount to more than a mere speculation and conjecture. This is more than speculation and conjecture, our expert has an opinion, stated opinion had this not happened we would not be where we are today. The expert must state his opinion with reasonable certainty, and he did.

The Court additionally stated in evaluating a motion for summary judgment it must not weigh the credibility of the witness, thus if the expert testimony facially meets the criteria it will be sufficient for summary judgment. The expert's opinion was that malpractice, negligence occurred by not preparing the buy-sell agreement.

It is clear from the above that the defendant simply drew the, if the defendant had drawn up the

contract for seller financing or buy-sell there would be no question of negligence. The defendant sought to represent the interest of T. Scott Ward over the interest of their client Mr. Patel, drew up a lease with an option to purchase. But for the defendant's preparing a lease with an option to purchase we would not be litigating this matter.

The final test in a malpractice suit, Your Honor, is damage to the client. The plaintiffs were damaged by the loss of their down payment. They lost a hundred thousand dollars, what we're seeking, what we're seeking here is fairness in this, Your Honor. The plaintiff went to a real estate office to purchase the property. He was referred to the Garrett Law Firm to represent him at the closing for the purchase of the property. The real estate firm was paid a fee at their closing. If you look at D, Exhibit D again, Your Honor, they got a $50,000 commission for selling this property, they thought they were selling it, our client thought they were selling it, our client thought he was buying it. Our client paid a total of $159,000 to close the closing, part of that went to the Garrett Law Firm, Your Honor, they got $11,000 out of that $159,000 our client paid. So

there was payment to the Garrett Law Firm from our client.

The simple question is justice at this point, Your Honor, who is responsibile for the terms of the plaintiff's down payment. Previous courts have ruled the real estate firm, T. Scott Ward is not responsible for the plaintiffs' loss. At the same time the previous courts have ruled that to determine whether the Garrett Law Firm is responsible and should repay or return the plaintiffs' down payment is a question for the trier of fact. Judge Griffith determined in the interest of justice, after hearing argument and reviewing all evidence, the defendant's motion was denied. The law of the case, Your Honor, they keep saying the law of the case, the law of the case. The law of the case only applied to the other defendants. The law, and they cited Judge Griffith, they wanted to cite that hearing, the law of that hearing only applied to the after effects of the contract, not what should have been, not what should have been drawn up, not what their client Mr. Patel thought was being drawn up. The law of the case, Your Honor, denied their 12(B)(6) motion. As such, in the interest of justice we ask

that this case be allowed to proceed.

The expert affidavits, Your Honor, it is well established in South Carolina in cases where malpractice is alleged there will usually be no genuine issue of material fact unless the plaintiff presents expert testimony as to the standard of care and breach by the defendant. In the expert's opinion, Your Honor, that standard of care was breached by the defendants. That was cited in his affidavit.

We ask the Court to consider all the facts in a light most favorable to the plaintiff. The affidavit, deposition of the plaintiff Patel clearly show that at all times he considered the Garrett Law Firm his attorneys during this whole transaction. The affidavit of the expert clearly showed that not only was the Garrett Law Firm the attorneys for both parties, but he pointed out several times where Garrett breach their duty owed to the plaintiff. As such, the plaintiff suffered damages. It is clear there is enough evidence that this case should be heard by the triers of fact and should proceed and the previous decision should be reversed, looking at all facts and evidence and affidavits presented in a light most favorable to

the non-moving party, which is the plaintiff. We ask you today, Your Honor, to reverse your decision previously made and beg this Court to allow the case to move forward, to be heard by the trier of fact. We sincerely move the Court review all the facts in this case in a light most favorable to the plaintiff and deny the defendants' motion.

Thank you, Your Honor.

THE COURT: Thank you, Mr. Strickland.

All right, Mr. Howser. My recollection, when I initially ruled on this matter, was that it was basically on a res judicata sort of basis. What is your response to what Mr. Strickland has argued?

MR. HOWSER: If it please the Court?

THE COURT: Yes, sir.

MR. HOWSER: Your Honor, we're here on a motion to reconsider under Rule 59 and there are four grounds upon which a motion to reconsider can be granted. First, to incorporate an intervening change in the law, which is not the situation here.

Secondly, to reflect new evidence not available at the time of trial or in this case at the hearing. That is not the case here.

To correct a clear legal error, which is not the case here.

And four, to prevent manifest injustice. That's not the case here.

Counsel is mistaken in asserting that we relied on the law of the case or the law of the case applies to the Rule 12(B)(6). That motion was directed to whether or not the affidavit that was required by statute against the 22 or 23 individuals applied to Mr. Henderson. We took the position the way it was worded it did not apply to him, the Court ruled otherwise and denied that motion to dismiss. The Court then ruled that the option had not been properly exercised.

THE COURT: That was Judge Saunders' order.

MR. HOWSER: That was Judge Saunders' order and an order came down from Judge Griffith. So, that's where we stood. The plaintiff in his memo spends about four and a half pages addressing the issue of whether there was an attorney-client relationship. While we dispute there was, when we argued before Your Honor we conceded that there was a factual issue as to that and we did not use that as a basis for our motion for summary judgment. The crux of the matter for summary judgment was that the law of the case said that the plaintiff did not properly exercise the option, therefore no

act on the part of my clients could have been a proximate cause of any injuries and damages to the plaintiff.

We also presented to the Court the argument that there was a hearing before Judge Kinard and he asked the plaintiff where is the money to exercise the option that is going to allow the plaintiff to exercise the option if he came forward with the money, which he never did, and so that formed a basis for waiver and estoppel.

Having said that and addressing the various points raised by the plaintiff, Your Honor, we say everything in your order is correct, he has no legal basis for the granting of a motion to reconsider and furthermore the motion itself is defective, and we can hand to Your Honor the case of Camp versus Camp which addresses the issue of particularity.

I will give Mr. Strickland a copy of that. It basically says that on a motion to reconsider you've got to state under Rule 7(B)(1) with particularity the grounds therefore and shall set forth the relief or order sought. By requiring notice to the Court and opposing part of the basis of the motion, Rule 7(B)(1) advances the policies

of reducing prejudice to either party and assuring that the Court can comprehend the basis of the motion and deal with it fairly.

And if you look at that motion it states no grounds for it other than the fact that allegedly there was an existence of meritorious defenses and defendants will not be adversely prejudiced. To say we wouldn't be prejudiced by Your Honor granting a motion to reconsider is a distortion of really what is going on here. We submit that Your Honor was correct in his ruling and that there is absolutely no basis for the granting of the motion.

I would point out, too, there is a further defect maybe in these proceedings. Rule 59(G) requires that counsel provide you with a copy of the motion within ten days after it's filing. I understood maybe the clerk's office furnished you with a copy but technically plaintiff did not comply with the requirement of Rule 59(G), so in essence we don't think the rule was properly complied with in that it states no grounds for the motion, that they didn't comply with Rule 59(G), that the legal basis for the motion is not correct under the four grounds that I cited, and as a further argument, Your Honor, we submit that the

order that was entered in this case is in fact correct and there is no basis or grounds for granting the motion to reconsider.

THE COURT: All right, thank you, Mr. Howser. What I'm trying to work through in my mind is the hearing we had last year on this particular case where I ruled that essentially the issue I decided was it was not proper for this to go forward because the ruling had already been made and it was the law of the case that the option was not exercised. It is almost as if we're dealing with a separate argument this time around, Mr. Strickland, entirely. How would you gentlemen procedurally characterize where we are at this point in time? That is what I'm kind of struggling with. You are basically arguing against the motion for summary judgment, is what I'm feeling like you're saying, on the facts as opposed -- am I right?

MR. STRICKLAND: Our situation is one that we feel like we weren't allowed time in the summary judgment hearing to get all the facts out, the simple facts, which is the basis of the complaint. The basis of the complaint is the negligence occurred when the contract was not written up correctly. That is the whole basis of the

negligence claim. It wasn't about whether he exercised an option in time. It was about whether this contract was created correctly and that's the whole basis of the case.

As far as his four criteria and Rule 59, Your Honor, this is manifest injustice. If our client is out a hundred thousand dollars that he paid for the buy-sell agreement that is an injustice. We feel like the Court should decide who's at fault. We feel like this should go forward and let the trier of fact determine what the facts are and who was at fault, and as far as the law of the case, what had been decided, we never disagreed that the option was not exercised. What our purpose was, that there should have been no option contract. That is in the complaint, Your Honor.

THE COURT: I understand but that is the first I'm really hearing about it. I'm reviewing the notes from the last hearing that we had, which my recollection was that it ran on for a good little piece of time and we only discussed the option at that particular hearing and the fact it was not, it had been ruled that option was not properly executed. I don't know that we actually addressed what you're raising at this point in

time, which is the plaintiff bargained for one thing and got something else.

MR. STRICKLAND: That was in the affidavit of the, the expert's affidavit, Your Honor, that is part of it, that was part of the whole package. We argued that the expert's affidavit should suffice, it should speak for itself.

MR. HOWSER: But, Your Honor -- may I speak?

THE COURT: Please.

MR. HOWSER: If you look at the underlying complaint, that doesn't form the basis of his underlying complaint they shouldn't have drafted a document in the way it was drafted. If Your Honor wants our position as to where things stand, the proper recourse of the plaintiff in this case was to file notice of appeal and argue whether or not Your Honor was correct in issuing the order that was issued in this case, not coming before you on this motion to reconsider --

MR. STRICKLAND: Your Honor --

MR. HOWSER: -- and arguing different grounds than what was before you when we argued the motion for summary judgment.

MR. STRICKLAND: My understanding of the procedure was I had, before I filed an appeal I had

to file the motion to reconsider, so six of one and half a dozen of the other.

At this point, Your Honor, we feel like that an injustice was created, all we're asking for is justice.

THE COURT: All right, gentlemen, I'm going to have to wade through this again and I want to look in more detail at the Camp decision, I am familiar with it, I think it came out about a year ago, last year, and also the Harris case which was cited by Mr. Strickland, we'll pull that up and take a look at that as well. I'm going to wade back through this.

Mr. Strickland, I really wish this matter had been brought to the Court's attention when we initially heard this in the fall of last year, whenever it was, because I felt like the gist of that hearing was concerned only with the prior orders of the court and whether the matter had already been decided.

MR. STRICKLAND: I understand.

THE COURT: That is what makes me uncomfortable. At all times it appeared the issue revolved around the option and this is the first -- has this issue been discussed with any prior judge,

Judge Kinard, Judge Saunders or Judge Griffith?

MR. STRICKLAND: I only got involved with Judge Griffith, Your Honor, and our position was that in fact the issue was created on the creation of the contract. That was our position.

THE COURT: And I'm just working off my recollection from a cursory review of the file earlier this week and what I remember from the hearing last year, that all the prior motions, if I'm incorrect someone correct me, all the prior motions revolved around the option and failure to exercise that option.

MR. HOWSER: And we argued that and Your Honor had cited in his order that no advice, for example, was ever sought from Mr. Garrett or Mr. Henderson on how to exercise that option, so that there was no proximate cause in the case. Your Honor decided Patel or Mani Investments never sought any advice from the defendants I represent about how to exercise the option, so that there was no negligence on their part that was the proximate cause. And if you look at the original, the pleadings in this case, there is no allegation that the document as drafted was improper. This is the first time I have ever heard that particular

allegation.

THE COURT: I believe the complaint does allege that they had bargained for purchase and they wound up with an option, a lease-option.

MR. STRICKLAND: Yes, sir.

THE COURT: A lease with an option that was not executed, obviously.

MR. STRICKLAND: The expert opinion, the expert's affidavit states that, Your Honor.

THE COURT: All right, do you all have any other comments, gentlemen?

MR. STRICKLAND: I'm fine, Your Honor. Thank you, Your Honor.

THE COURT: Thank you. I'll look back through this again.

Hold on, gentlemen, one second. I'll review the file, gentlemen. Thank you very much for coming this morning. I'm glad you all were able to reschedule.

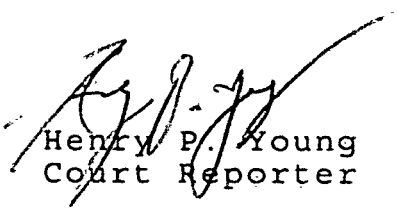
MR. STRICKLAND: Thank you for rescheduling for me.

(Hearing Concluded at 9:59 a.m.).

I, the undersigned Henry P. Young, Official Court Reporter for the Eighth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all the proceedings had and evidence introduced in the trial of the captioned case in the Circuit Court for Greenwood County, South Carolina, on the 20th day of January, 2011.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

March 23, 2011



Henry P. Young
Court Reporter

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Greewood
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2009-CP-24-1181_

Anjay Patel et al.

PLAINTIFF(S)

Garrett Law Firm, PC, et al.

DEFENDANT(S)

FILED
8TH JUDICIAL CIRCUIT
2011 JUN 21 PM 3 48

CHECK ONE:

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other
NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order. (Formal order to follow)
☒ Statement of Judgment by the Court: This matter comes to the Court on Plaintiffs' Motion for Reconsideration of this Court's Order granting summary judgment in favor of the defendants, dated October 28, 2010. The Court finds that the plaintiffs have not prevailed on showing any of the grounds for relief as provided under Rule 60(b), SCRCP. For this reason, Plaintiffs' Motion to Reconsider is DENIED.

Dated at Greenwood, South Carolina, this 24 day of January, 2010.

PRESIDING JUDGE

This judgment was entered on the 24 day of January 2010, and a copy mailed first class this 24day of January, 2010 to attorneys of record or to parties (when appearing pro se) as follows:

John Strickland
ATTORNEY(S) FOR PLAINTIFF

R. Davis Howser
ATTORNEY(S) FOR DEFENDANT

Ingram Moon

CLERK OF COURT

FORM 4

STATE OF SOUTH CAROLINA **JUDGMENT IN A CIVIL CASE**

COUNTY OF Greewood

IN THE COURT OF COMMON PLEAS CASE NO. 2009-CP-24-1181

Anjay Patel et al. Garrett Law Firm, PC, et al.

PLAINTIFF(S) DEFENDANT(S)

CHECK ONE:

JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

ACTION DISMISSED (*CHECK REASON*): Rule 12(b), SCRCP; Rule 41(a), SCRCP (Vol. Nonsuit); Rule 43(k), SCRCP (Settled); Other

ACTION STRICKEN (*CHECK REASON*): Rule 40(j), SCRCP; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other

DISPOSITION OF **APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: (See attached order. (Formal order to follow

Statement of Judgment by the Court: This Order is entered by the Court to amend its Order Denying Plaintiffs' Motion for Summary Judgment, dated January 24, 2011. In conjunction with the ruling in the January 24, 2011, Order, the Plaintiffs' Motion to Amend or Alter Judgment pursuant to Rule 59, SCRCP, is hereby DENIED for failure to satisfy the grounds set forth in the aforementioned Rule.

Dated at Greenwood, Carolina, this 26 day of January 20 ,11.

PRESIDING JUDGE

This judgment was entered on the 27 day of January 2011, and a copy mailed first class this 27 day of January, 2011 to attorneys of record or to parties (when appearing pro se) as follows:

John Strickland
Attorney(s) for Plaintiff

R. Davis Howser
Attorney(s) for Defendant

FILED
2011 JAN 27 AM 10 09
GREENWOOD, S.C.

SCCA SCRCP Form 4 Revised 06/2008

Clerk of Court

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO: 2009CP2401181

FILED
8TH J.C.
GREENWOOD
2011 JAN 28 P 1:56

Anjay Patel *vs.* Garrett Law Firm Pc

CHECK ONE:

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED (*CHECK REASON*):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____

☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j) SCRCP; ☐ Bankruptcy:

☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other: _____

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order; ☐ Statement of Judgment by the Court:

Order Denying Motion of Plaintiffs to Reconsider or to Alter or Amend

Dated at Greenwood, South Carolina, this 28th day of January, 2011.

Court Reporter:

S/ Frank R Addy Jr

PRESIDING JUDGE - Frank R Addy Jr

This judgment was entered on the 28th day of January, 2011, and a copy mailed first class this 28th day of January, 2011, to attorneys of record or to parties (when appearing pro se) as follows:

Thomas Alexander Belenchia Attorney at Law P.O. Box 3421 Spartanburg, SC 29304

R. Davis Howser Howser Newman & Besley, LLC P.O. Box 12009 Columbia, SC 29211

Thomas E. Hite Jr. Hite And Stone P.O. Box 805
Abbeville, SC 29620
Edward S. McCallum III Law Offices of Edward S.
McCallum, III P.O. Box 148 Greenwood, SC 29648

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Ingram B. Moon - Clerk of Court

STATE OF SOUTH CAROLINA)	
)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD)	CASE NO. 2009-CP-24-01181
Anjay Patel, Mani Investments, LLC,) d/b/a Cornerstop Stores and Mani) One, Inc.)	
Plaintiffs,)	
V.)	ORDER DENYING MOTION OF PLAINTIFFS TO RECONSIDER OR TO ALTER OR AMEND
The Garrett Law Firm PC, Carson M.) Henderson and, Billy J. Garrett, Jr.,)	
Defendants.)	

FILED
8TH CIR. CT.
GREENWOOD
2011 JAN 23 PM 1 59

This matter comes before the Court on the Plaintiff Anjay Patel's[1] Motion for Reconsideration of the Order granting summary judgment in favor of the Defendants The Garrett Law Firm, PC, Carson M. Henderson and Billy J. Garrett, Jr. (Garrett Defendants) entered November 11, 2010, which dismissed the action as to them.

Rule 59(e) provides for a motion to alter or amend a judgment. Like its counterpart under the Federal Rules of Civil Procedure, the purpose of Rule 59(e) is to provide the court with a means for correcting errors that may have "crept into the proceeding" while that court still holds jurisdiction over the case. See Baicker-McGee, Janssen & Corr, *2011 Federal Civil Rules Handbook* p.1172. Federal case law recognizes four grounds that justify altering or amending a judgment: (1) to incorporate an intervening change in the law; (2) to reflect new evidence not available at the time of trial, (3) to correct a clear legal error, and (4) to prevent a manifest injustice. See, *Id.* at p.1173.

[1] The Motion states that "[T]he Plaintiff, Anjay Patel, through his attorney, will move * * * for an Order * * * in the above –captioned action against the said Plaintiff. He does say in the last sentence of his motion that "The Plaintiff(s) further allege that Plaintiff(s) are prompt in filing for relief * * *. The Memorandum states that the Plaintiffs file "their Motion to Reconsider."

In the motion for reconsideration filed with the Court, the Plaintiff has asserted that his motion is "based on applicable Rules of Court, South Carolina case law, and any affidavits and/or memorandum filed prior to the hearings * * * and [they were] prompt in filing for relief, the existence of meritorious defenses, and that Defendant(s) will not be adversely prejudiced." No specific grounds were asserted in the motion. Plaintiff(s) did not file a memorandum in support of their motion until the motion was called for hearing.

In Camp v. Camp, 386 S.C. 571, 689 S.E.2d 634 (2010) the Supreme Court stated:

> Rule 7(b)(1), SCRCP requires that motions 'shall state with particularity the grounds therefore, and shall set forth the relief or order sought.' The particularity requirement 'is to be read flexibly in recognition of the peculiar circumstances of the case. (citations omitted.) 'By requiring notice to the court and the opposing party of the basis for the motion, rule 7(b)(1) advances the policies of reducing prejudice to either party and assuring that 'the court can comprehend the basis of the motion and deal with it fairly. (citations omitted.) Therefore, when a motion is challenged for lack of particularity, the court should ask 'whether any party is prejudiced by a lack of particularity * * *."

The arguments advanced by Plaintiff(s) are not set forth in the motion and only in the memorandum submitted at the call of the motion is there any basis advanced for the motion. The position of Plaintiff(s) establishes that the Defendants are prejudiced by a lack of particularity in the motion. This alone is sufficient grounds for denying the motion for reconsideration.

However, when the motion for summary judgment came before the Court, the Court heard lengthy arguments from counsel for the parties, carefully studied the memoranda of law submitted by counsel, and considered a number of documents including the affidavit of an expert of the Plaintiffs and exhibits attached to the deposition of Plaintiff Anjay Patel, as well as the deposition testimony of Patel. The Plaintiff(s) have not shown any basis for the granting of the motion for reconsideration under Rule 59 (e) as set forth above or for relief under Rule 60(b).

There has not been any intervening change in the law; there has not been newly

discovered evidence; there is no clear legal error and there is no manifest injustice to be corrected under Rule 59, SCRCP. Likewise, Rule 60 does not provide a basis for relief in this case. Rule 60 provides for relief from a judgment or order (1) because of clerical mistakes or (2) because of (a) mistake, inadvertence, surprise or excusable neglect, *Tobias v. Rice*, 379 S.C. 357, 665 S.E.2d 219 (S.C. App. 2008); (b) newly discovered evidence[2]; (c) fraud, misrepresentation or other misconduct of any adverse party; *see*, *Ray v. Ray*, 374 S.C. 79, 647 S.E.2d 237 (S.Ct. 2007); (d) the judgment is void[3] or (e) the judgment has been satisfied, released or discharged. None of these grounds exist here.

Moreover, the party making a motion under this Rule has the burden of presenting evidence proving that he is entitled to relief. *BB&T v. Taylor*, 369 S.C. 548, 633 S.E. 501 (S.Ct. 2006). Plaintiffs have supplied no required evidence to support this motion. There is no basis in law or fact for the Court to grant the motion of the Plaintiff(s). Since there is no basis for granting the motion to reconsider under Rule 59 (e), SCRCP or for relief under Rule 60 (b), SCRCP , the motion of the Plaintiff(s) is denied.

AND IT IS SO ORDERED.

Frank R. Addy, Jr.
Judge, Court of Common Pleas for Greenwood County

January 28, 2011
Greenwood, SC

[2] To receive a new trial or relief based on newly discovered evidence, the moving party must establish that the newly discovered evidence (1) will probably change the result if a "new trial" is granted; (2) has been discovered since the trial; (3) could not have been discovered before the trial; (4) is material to the issue; and (5) is not merely cumulative or impeaching. *Southeastern Housing Foundation v. Smith*, 380 S.C. 621, 670 S.E.2d 680 (S.C. App. 2008).

[3] The definition of "void" under the voidness provision of relief from judgment rule only encompasses judgments from courts which failed to provide proper due process, or judgments from courts which lacked subject matter or personal jurisdiction. *Linda Mc Co, Inc. v. Shore*, 375 S.C. 432, 653 S.E.2d 279 (S.C. App. 2007).

STATE OF SOUTH CAROLINA)	
)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD)	CASE NO. 2009-CP-24-01181
Anjay Patel, Mani Investments, LLC,) d/b/a Cornerstop Stores and Mani) One, Inc.)	
)	
Plaintiffs,)	
)	ORDER DENYING MOTION OF
V.)	PLAINTIFFS TO RECONSIDER OR
)	TO ALTER OR AMEND
The Garrett Law Firm PC, Carson M.) Henderson and, Billy J. Garrett, Jr.,)	
)	
Defendants.)	

2011 AUG 8 AM 11:43
GREENWOOD, SC

This matter comes before the Court on the Plaintiff Anjay Patel's[1] Motion for Reconsideration of the Order granting summary judgment in favor of the Defendants The Garrett Law Firm, PC, Carson M. Henderson and Billy J. Garrett, Jr. (Garrett Defendants) entered November 11, 2010, which dismissed the action as to them.

Rule 59(e)[2] provides for a motion to alter or amend a judgment. Like its counterpart under the Federal Rules of Civil Procedure, the purpose of Rule 59(e) is to provide the court with a means for correcting errors that may have "crept into the proceeding" while that court still

---

[1] The Motion states that "[T]he Plaintiff, Anjay Patel, through his attorney, will move * * * for an Order * * * in the above –captioned action against the said Plaintiff. He does say in the last sentence of his motion that "The Plaintiff(s) further allege that Plaintiff(s) are prompt in filing for relief * * *. The Memorandum states that the Plaintiffs file "their Motion to Reconsider."

[2] Plaintiff takes issue with labeling this Motion to Reconsider as a "Rule 59(e)" motion, as well as references to the Federal Rules of Civil Procedure in this Order. To address this issue, the Court would point to the South Carolina Supreme Court's decision in *Elam v. S.C.D.O.T.*, 361 S.C. 9 (2004)("[I]t is proper to view a Rule 59(e) motion not only as a vehicle to request the trial court "alter or amend the judgment," but also as a vehicle to seek "reconsideration" of issues and arguments. A motion under Rule 59(e) long has been viewed as "motion for reconsideration" despite the absence of those words from the rule . . . Rule 59(e) in the South Carolina and federal rules of civil procedure is practically identical. Neither contains any provision for a motion for 'reconsideration.'") as well as the accompanying Note to Rule 59, SCRCP ("This Rule 59 is substantially the Federal Rule."). *See also Camp v. Camp*, 378 S.C. 237 (Ct. App. 2008)("Rule 59(e), SCRCP, is identical to its federal counterpart, Rule 59(e), FRCP."), reh'g denied June 26, 2008, cert. granted, reversed 386 S.C. 571 (2010).

holds jurisdiction over the case. See Baicker-McGee, Janssen & Corr, *2011 Federal Civil Rules Handbook* p.1172. South Carolina law recognizes four grounds that justify altering or amending a judgment: (1) to incorporate an intervening change in the law; (2) to reflect new evidence not available at the time of trial, (3) to correct a clear legal error, and (4) to prevent a manifest injustice. See, *Id.* at p.1173.

In the motion for reconsideration filed with the Court, the Plaintiff has asserted that his motion is "based on applicable Rules of Court, South Carolina case law, and any affidavits and/or memorandum filed prior to the hearings * * * and [they were] prompt in filing for relief, the existence of meritorious defenses, and that Defendant(s) will not be adversely prejudiced." No specific grounds were asserted in the motion. Plaintiff(s) did file a memorandum in support of their motion shortly before the hearing.

In *Camp v. Camp*, 386 S.C. 571, 689 S.E.2d 634 (2010) the Supreme Court stated:

> Rule 7(b)(1), SCRCP requires that motions 'shall state with particularity the grounds therefore, and shall set forth the relief or order sought.' The particularity requirement 'is to be read flexibly in recognition of the peculiar circumstances of the case. (citations omitted.) 'By requiring notice to the court and the opposing party of the basis for the motion, rule 7(b)(1) advances the policies of reducing prejudice to either party and assuring that 'the court can comprehend the basis of the motion and deal with it fairly. (citations omitted.) Therefore, when a motion is challenged for lack of particularity, the court should ask 'whether any party is prejudiced by a lack of particularity * * *."

The arguments advanced by Plaintiff(s) are not set forth in the motion and only in the memorandum submitted at the call of the motion is there any basis advanced for the motion. The position of Plaintiff(s) establishes that the Defendants are prejudiced by a lack of particularity in the motion. This alone is sufficient grounds for denying the motion for reconsideration.

However, when the motion for summary judgment came before the Court, the Court heard lengthy arguments from counsel for the parties, carefully studied the memoranda of law submitted by counsel, and considered a number of documents including the affidavit of an expert of the Plaintiffs and exhibits attached to the deposition of Plaintiff Anjay Patel, as well as the deposition testimony of Patel. The Plaintiff(s) have not shown any basis for the granting of the motion for reconsideration under Rule 59 (e) as set forth above or for relief under Rule 60(b).

There has not been any intervening change in the law; there has not been newly discovered evidence; there is no clear legal error and there is no manifest injustice to be corrected under Rule 59, SCRCP. Likewise, Rule 60 does not provide a basis for relief in this case. Rule 60 provides for relief from a judgment or order (1) because of clerical mistakes or (2) because of (a) mistake, inadvertence, surprise or excusable neglect, *Tobias v. Rice*, 379 S.C. 357, 665 S.E.2d 219 (S.C. App. 2008); (b) newly discovered evidence[3]; (c) fraud, misrepresentation or other misconduct of any adverse party; *see*, *Rav v. Rav*, 374 S.C. 79, 647 S.E.2d 237 (S.Ct. 2007); (d) the judgment is void[4] or (e) the judgment has been satisfied, released or discharged. None of these grounds exist here.

Moreover, the party making a motion under this Rule has the burden of presenting evidence proving that he is entitled to relief. *BB&T v. Taylor*, 369 S.C. 548, 633 S.E. 501 (S.Ct. 2006). Plaintiffs have supplied no required evidence to support this motion. There is no basis in law or fact for the Court to grant the motion of the Plaintiff(s). Since there is no basis for

---

[3] To receive a new trial or relief based on newly discovered evidence, the moving party must establish that the newly discovered evidence (1) will probably change the result if a "new trial" is granted; (2) has been discovered since the trial; (3) could not have been discovered before the trial; (4) is material to the issue; and (5) is not merely cumulative or impeaching. *Southeastern Housing Foundation v. Smith*, 380 S.C. 621, 670 S.E.2d 680 (S.C. App. 2008).

[4] The definition of "void" under the voidness provision of relief from judgment rule only encompasses judgments from courts which failed to provide proper due process, or judgments from courts which lacked subject matter or personal jurisdiction. *Linda Mc Co, Inc. v. Shore*, 375 S.C. 432, 653 S.E.2d 279 (S.C. App. 2007).

granting the motion to reconsider under Rule 59 (e), SCRCP or for relief under Rule 60 (b), SCRCP , the motion of the Plaintiff(s) is denied.

AND IT IS SO ORDERED.

Frank R. Addy, Jr.
Judge, Court of Common Pleas for Greenwood County

Feb 23, 2011

ATTEST A TRUE COPY
MURRAY MOON
CCCP AND GS
GREENWOOD COUNTY
S.C.

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD)

MANI INVESTMENTS, LLC,

Plaintiff,

v.

T. SCOTT WARD, THE GARRETT LAW FIRM, PC, CARSON M. HENDERSON and BILLY J. GARRETT, JR.

Defendant,

and

T. SCOTT WARD,

Third-Party Plaintiff,

v.

ANJAY R. PATEL,

Third-Party Defendant.

SUMMONS

CASE NO: **2007 – CP – 24 – 1136**

FILED COMMON PLEAS
6TH JUDICIAL CIRCUIT
GREENWOOD, S.C.
2008 JUL 10 PM 1 59

TO: DEFENDANTS.

YOU ARE HEREBY SUMMONED and required to answer the Petition in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Petition on the subscriber at Post Office Box 3421, Spartanburg, SC or at his office at 1451 East Main Street, Spartanburg, SC within thirty (30) days after the service hereof; and if you fail to Answer the Petition with the time aforesaid, the Petitioner in this action will apply to the Court for the relief demanded in the Petition.

A BUSINESS LAW FIRM, LLC.
Attorney for Plaintiff / Third-Party Defendant

By: _____

Thomas A. Belenchia BAR #: 2371
Travis Dane Hilka BAR # 77007
P.O. Box 3421
Spartanburg, SC 29304
Phone: (864) 439-8401
FAX: (864) 949-5251
tab@abizlaw.com

Spartanburg, South Carolina

July 10, 2008

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

MANI INVESTMENTS, LLC,

Plaintiff,

v.

T. SCOTT WARD, THE GARRETT LAW FIRM, PC, CARSON M. HENDERSON and BILLY J. GARRETT, JR.

Defendant,

and

T. SCOTT WARD,

Third-Party Plaintiff,

v.

ANJAY R. PATEL,

Third-Party Defendant.

IN THE COURT OF COMMON PLEAS

AMENDED COMPLAINT

CASE NO: **2007 – CP – 24 – 1136**

FILED COMMON PLEAS
8TH JUDICIAL CIRCUIT
GREENWOOD, S.C.
2008 JUL 10 PM 1 59

NOW COMES the Plaintiff, above-named, complaining of the Defendants and does allege and show unto this Honorable Court as follows:

1. That the parties and subject matter herein contained are within the jurisdiction of this Honorable Court.
2. That Plaintiff is a South Carolina Limited Liability Corporation organized and operating under the laws of South Carolina and doing business in South Carolina.
3. That Defendant, T. Scott Ward, upon information and belief, is a citizen and resident of Greenwood County, South Carolina.
4. That Defendant, The Garrett Law Firm, P.C., is a Professional Corporation organized and operating under the laws of South Carolina and is engaging in the practice of law in Greenwood County, South Carolina.

14. That, in accordance with Exhibit "B", Defendants, Carson M. Henderson and Billy J. Garrett, Jr., prepared the necessary documents on behalf of Plaintiff and Defendant.

15. That Defendants, Carson M. Henderson and Billy J. Garrett, Jr., rendered Exhibit "B" into a "Lease Agreement" and an "Option to Purchase", which was executed by Plaintiff and Defendant, T. Scott Ward on or about May 17, 2004. See attached Exhibit "C" and "D" which are incorporated and referenced heretofore.

16. That Plaintiff and Defendant, T. Scott Ward, executed Exhibits "C" and "D" to close on the subject property at Defendant, The Garrett Law Firm, under the supervision, guidance, and care of Defendants, Carson M. Henderson and Billy J. Garrett, Jr, as closing attorneys.

17. That by letter dated May 10, 2007, Plaintiff gave Defendant, T. Scott Ward, written notice exercising its "Option" with a request for two 60 day extensions to enable Plaintiff to obtain financing. See attached Exhibit "E" which is incorporated and referenced heretofore.

18. That by letter dated May 17, 2007, Plaintiff confirmed Defendant T. Scott Ward's acceptance of the two 60 day extensions to enable Plaintiff to obtain funding. See attached Exhibit "F" which is incorporated and referenced heretofore.

19. That Plaintiff received by facsimile dated May 17, 2007, the requested first 60 day extension from Defendant, The Garrett Law Firm, which Plaintiff and Defendant, T. Scott Ward, executed on or about May 17, 2007. See attached Exhibit "G" which is incorporated and referenced heretofore.

20. That Plaintiff received by facsimile dated July 19, 2007, the requested second 60 day extension from Defendant, The Garrett Law Firm, which Plaintiff and Defendant, T. Scott Ward, executed on or about July 19, 2007. See attached Exhibit "H" which is incorporated and referenced heretofore.

21. That by letter dated August 27, 2007, Defendant, T. Scott Ward, attempted to cancel the previously granted extension and informed Plaintiff to remove itself and its property from the subject premises by September 17, 2007. See attached Exhibit "I" which is incorporated and referenced heretofore.

22. That Defendants, The Garrett Law Firm and Billy J. Garrett, Jr., sent via facsimile a copy of the aforementioned letter, Exhibit "I", to Plaintiff's Small Business

Administration loan closing attorney, Steven M. Quorin on or about September 5, 2007. See attached Exhibit "J" which is incorporated and referenced heretofore.

For a First Cause of Action
(Attorney Negligence)

23. Plaintiff incorporates herein by reference all allegations heretofore set forth.
24. That Plaintiff was a client of Defendants, The Garrett Law Firm, Billy J. Garrett and Carson M. Henderson, to whom duties were owed.
25. As a law firm and as lawyers licensed and engaged in the practice of law in the State of South Carolina, the Defendants, The Garrett Law Firm, Billy J. Garrett and Carson M. Henderson, owed duties to Plaintiff, including but not limited to the duties of competence and diligence, as well as the duty to possess and discharge in their services to Plaintiff that degree of care, skill and learning possessed of other reasonable and competent attorneys under the same or similar circumstances.
26. That Defendants, The Garrett Law Firm, Billy J. Garrett and Carson M. Henderson, breached their duties to Plaintiff and otherwise acted in a negligent, grossly negligent, wanton and reckless manner in numerous particulars, including but not limited to some or all of the following:
    a. In manipulating the executed "Commercial Purchase Agreement and Deposit Receipt" (Exhibit "B") into a "Lease Agreement" and an "Option to Purchase Real Property" (Exhibits "C" and "D");
    b. In advising Plaintiff that Exhibits "C" and "D" would essentially achieve the same purpose as Exhibit "B";
    c. In failing to advise Plaintiff of the difference between a lease agreement with option to purchase real property and an owner financed installment contract;
    d. In failing to adequately protect Plaintiff's rights and interests in preparing the "Lease Agreement" and "Option to Purchase Real Property";
    e. In failing to advise Plaintiff that Seller intended to extend the "Lease Agreement" for two 60 day periods without extending the "Option to Purchase Real Property";
    f. In changing Plaintiff's $100,000.00 down payment for the sale of the subject property into a $100,000.00 payment for an option contract;

27. That Plaintiff first obtained or should have obtained notice of attorney negligence through the correspondence between Defendants, The Garrett Law firm and Billy J. Garrett, Jr., and Steven M. Querin which began on or about September 5, 2007. See attached Exhibit "J".

For a Second Cause of Action
(Resulting/Constructive Trust)

28. Plaintiff incorporates herein by reference all allegations heretofore set forth.
29. That Plaintiff and Defendant, T. Scott Ward, entered into a "Commercial Purchase Agreement and Deposit Receipt" (Exhibit "B") for the purchase of the subject property.
30. That the terms of Exhibit "B" include the following:
    a. A $5,000.00 Deposit;
    b. A $600,000.00 Total Purchase Price;
    c. A $100,000.00 Down Payment;
    d. Seller financing in an amount of $500,000.00
31. That in accordance with Exhibit "B", the parties intended to enter into an owner financed sales agreement and/or an owner financed installment contract for the purpose of the Plaintiff purchasing and Defendant, T. Scott Ward, selling the subject property.
32. That the executed "Lease Agreement" (Exhibit "C") and "Option to Purchase Real Property" (Exhibit "D") contradicts and violates the original intentions of the parties as proscribed by Exhibit "B".
33. That, since on or about May 17, 2004, Plaintiff has tendered payments in accordance with the original intentions of the parties and the terms of the contract as proscribed by Exhibit "B" and Exhibit "C" and is ready willing and able to close on the subject property.
34. That Plaintiff tendered and Defendant, T. Scott Ward, accepted a down payment, as proscribed by Exhibit "B", of $100,000.00 to secure the purchase of the subject property.

35. That Defendant, T. Scott Ward, breached his trust by failing to close on the subject property when he accepted Plaintiff's $100,000.00 down payment for the purchase of the subject property, the monthly payments, and improvements to the subject property.
36. That Defendant, T. Scott Ward, received a benefit from Plaintiff's $100,000.00 down payment, monthly payments, and improvements to the subject property which does not equitably belong to Defendant, T. Scott Ward.
37. That Defendant, T. Scott Ward, cannot in good conscience retain or withhold the subject property from Plaintiff who is beneficially entitled to the subject property; or in the alternative, Defendant cannot in good conscience retain or withhold the $100,000.00 down payment, the equity from the monthly payments, and the improvements to the subject property from Plaintiff who is beneficially entitled to the subject property.
38. That Plaintiff demands Defendant, T. Scott Ward re turn the $100,000.00 down payment, the equity from the monthly payments, and the investment in improvements to the subject property.
39. That Defendant refused and continues to refuse to return the $100,000.00 down payment, the equity from the monthly payments, and the investment in the improvements to the subject property.
40. Plaintiff demands Plaintiff have judgment against Defendant in a sum of the $100,000.00 down payment and any further amount to be determined by the trier of fact.

For a Third Cause of Action
(Breach of Contract)

41. Plaintiff incorporates herein by reference all allegations heretofore set forth.
42. That Plaintiff and Defendant, T. Scott Ward, entered into a "Lease Agreement" (Exhibit "C") and an "Option to Purchase Real Property" (Exhibit "D") on or about May 17, 2004.
43. Plaintiff tendered and Defendant, T. Scott Ward, accepted $100,000.00 down payment for the subject property.

44. That Plaintiff by letters dated May 10, 2007 (Exhibit "E"), and May 17, 2007 (Exhibit "F") exercised an "option" in anticipation of finalizing the purchase of the subject property.
45. The aforementioned letters (Exhibits "E" and "F") establish Plaintiff's request for two 60 day extensions of the "Lease Agreement" for the purposes of obtaining financing to close on the subject property.
46. That the two new lease agreements, as evidence by Exhibits "G" and "H", establish Defendant T. Scott Ward's acceptance of the extensions of the "Lease Agreement" to allow Plaintiff to obtain financing for the subject property.
47. That Plaintiff is ready, willing, and able to close on the subject property.
48. That Defendant, T. Scott Ward, refused and continues to refuse to close on the subject property.
49. That Defendant, T. Scott Ward, by letter dated August 27, 2007 (Exhibit "I"), demanded Plaintiff to remove itself and its personal property and inventory from the subject property on or about September 17, 2007.
50. That Defendant, T. Scott Ward, has materially breached this contract by not closing on the subject property.
51. That Plaintiff has suffered damages as a proximate result of the material breach of the contract in an amount of the $100,000.00 down payment and any further amount to be determined by the trier of fact.
52. That the relevant contracts states that any suits between the parties shall result in awarding Attorney's Fees and Costs of Litigation to the prevailing party.

For a Fourth Cause of Action
(Specific Performance)

53. Plaintiff incorporates herein by reference all allegations heretofore set forth.
54. That Plaintiff entered into a contract with Defendant, T. Scott Ward, for the purchase of the subject property as evidenced by Exhibits "B", "C", "D", "G", and "H".
55. Plaintiff tendered and Defendant, T. Scott Ward, accepted the $100,000.00 down payment for the subject property.

56. Plaintiff tendered and Defendant, T. Scott Ward, accepted the contracted monthly installment payments since on or about May 17, 2004.
57. That Plaintiff has been ready, willing, and able to close on the subject property.
58. That Defendant, T. Scott Ward, refuses and continues to refuse to close on the subject property.
59. Plaintiff offered and continues to offer payment of the purchase price. Wherefore, Plaintiff demands (1) that Defendant, T. Scott Ward, be required specifically to close on the subject property and allow Plaintiff to obtain financing, and (2) that if specific performance is not granted, Plaintiff have judgment against Defendant, T. Scott Ward, for the $100,000.00 down payment and any further amount to be determined by the trier of fact.
60. That the relevant contracts states that any suits between the parties shall result in awarding Attorney's Fees and Costs of Litigation to the prevailing party.

For a Fifth Cause of Action
(Quantum Meruit)

61. Plaintiff incorporates herein by reference all allegations heretofore set forth.
62. That Plaintiff and Defendant, T. Scott Ward, entered into a Commercial Purchase Agreement and Deposit Receipt" (Exhibit "B") on or about March 25, 2004 whereby Plaintiff agreed to tender a $100,000.00 down payment for the purchase of the subject property.
63. That Plaintiff tendered and Defendant, T. Scott Ward, accepted the $100,000.00 down payment.
64. That Plaintiff attempted to close on the subject property.
65. That Plaintiff is ready, willing, and able to close on the subject property.
66. That Defendant, T. Scott Ward, refused and continues to refuse to close on the subject property.
67. That Defendant, T. Scott Ward, received a benefit from the $100,000.00 down payment.
68. That Plaintiff has suffered a detriment due to Defendants unjust retention of the $100,000.00 down payment.

69. That Plaintiff is entitled to a return of the $100,000.00 down payment.

70. That the relevant contracts states that any suits between the parties shall result in awarding Attorney's Fees and Costs of Litigation to the prevailing party.

WHEREFORE, the Plaintiff prays unto This Honorable Court for judgment against the Defendant:

A. For Specific Performance of the subject property;

B. For an amount of damages to be determined by the trier of fact;

C. For a return of $100,000.00 Down Payment;

D. For the costs and expenses of this action;

E. Attorney's fees, costs and expenses; AND

F. For such other further relief as this court might deem just and proper

A BUSINESS LAW FIRM, LLC.

Attorney for Plaintiff / Third-Party Defendant

By: _____

Thomas A. Belenchia BAR #: 2371
Travis Dane Hilka BAR # 77007
P.O. Box 3421
Spartanburg, SC 29304
Phone: (864) 439-8401
FAX: (864) 949-5251
tab@abizlaw.com

Spartanburg, South Carolina

July 10, 2008

STATE OF SOUTH CAROLINA COUNTY OF GREENWOOD MANI INVESTMENTS, LLC, Plaintiff, Vs. T. SCOTT WARD, Defendant.	IN THE COURT OF COMMON PLEAS VERIFICATION OF COMPLAINT Case No.: 2007- CP-42-

PERSONALLY appeared before me, ANJAY PATEL, who being duly sworn, deposes and states:

That I am a Member of MANI INVESTMENTS, LLC, with the authority to verify Plaintiff's Amended Complaint, and that as such I have read the contents of the Amended Complaint and know that the same to be true and correct of my own knowledge, except those matters alleged on information and belief, and as to them, I believe them to be true.

Affiant sayeth nothing further.

ANJAY PATEL / Affiant

SWORN to and subscribed before me this 10 day of July, 2008.

Notary Public for South Carolina
My commission expires: Nov. 9, 2017

AMENDED COMPLAINT

EXHIBIT "A"

EXCLUSIVE RIGHT TO SELL AGREEMENT
LISTING AGREEMENT

In consideration of the covenants herein contained, J. Scott Ward, Sole Property Owner(s) (hereinafter called "OWNER") and Greenwood Realty, Inc., Real Estate Company (hereinafter called "BROKER"), agree as follows:

For the period of time beginning on 5/12, 2003, and ending at midnight on 5/12, 2004 Owner hereby grants to Broker the sole and exclusive right to sell the real property known as:

Lot____ Block____ Section____ Subdivision____

Address 5201 Old Laurens Rd.

Tax Map #____ City Greenwood Zip 29649

County of Greenwood, State of South Carolina.

The real estate described herein includes all improvements, fixtures, appurtenances, and the additional property, if any, described here, Atm is included.
does not include Winery - No game machines

AGENCY RELATIONSHIPS: Broker has advised Owner of Broker's general company policy regarding cooperating with Subagents, Buyers Agents or both. Owner has read and signed the Acknowledgment of Agency Disclosure as required by Section 40-57-139 (as amended) of the Code of Laws of South Carolina, 1976. Owner authorizes the Broker to cooperate and to compensate the following: (CHECK ALL APPLICABLE CHOICES)

( ) SUBAGENTS REPRESENTING ONLY THE OWNER.

( ) BUYER AGENTS REPRESENTING ONLY THE BUYER.

(✓) OWNER AGREES THAT BROKER MAY REQUEST PERMISSION TO BECOME A DUAL AGENT. IT IS UNDERSTOOD THAT OWNER WILL BE NOTIFIED THAT A LICENSEE IS ACTING AS A DUAL AGENT BEFORE BEING ASKED TO CONSIDER AN OFFER TO PURCHASE THE SUBJECT PROPERTY. IF THE REQUIRED CONSENT IS OBTAINED FROM THE OWNER, A SEPARATE ACKNOWLEDGMENT MUST BE OBTAINED USING THE REAL ESTATE COMMISSION APPROVED "DISCLOSURE AND CONSENT TO DUAL AGENCY" FORM PURSUANT TO SECTION 40-57-137(M) OF THE SOUTH CAROLINA REAL ESTATE LICENSE LAW.

( ) NONE OF THE ABOVE. (If this box is checked, property cannot be placed in the multiple listing service.)

The form of agency in a transaction will be disclosed verbally to the Owner's Agent at the time of initial contact by all cooperating real estate agents. Further, a written disclosure of agency shall be provided to the Owner at the time an offer to purchase is submitted for the Owner's consideration.

TERMS: As follows:

1. Broker agrees to employ Broker's best efforts to sell or to secure a contract for the sale of the property for a price of One Hundred Ninety Nine Thousand Dollars ($199,000—) and in return Owner agrees to pay Broker a fee of $____ or a commission of 6 % of gross sales price if Broker, Owner, another broker, or any other person or company produces a Buyer who is ready, willing, and able to purchase the property on the terms described above or on any terms acceptable to Owner. The brokerage fee shall be earned, due and payable when an agreement to purchase, option, exchange, lease or trade is signed by Owner. However, if Owner shall fail or refuse to sell the described property for the price and terms set forth herein, or if Owner shall fail or refuse to complete the sale of such property under any written Agreement to Buy and Sell Real Estate to which Owner has agreed, Broker's full fee shall be due and payable by Owner.

[✓] OWNER, [ ] OWNER, AND [✓] BROKER HAVE READ THIS PAGE.

Owner agrees to pay all costs, including reasonable attorney's fees, which may be incurred by Broker in the collection of a fee due by Owner under this Agreement.

Broker agrees to defer the commission until the closing date or extension thereof stated in the agreement or until default by Owner. Deferral is agreed to solely as an accommodation to Owner and such deferral shall in no way be construed as a waiver of the brokerage fee. Closing Attorney is hereby irrevocably directed to deduct and pay said Broker's fee from the proceeds of the sale.

If the property is sold within 180 days of the expiration or termination of this Agreement (which shall be the "protection period") to a Buyer to whom the property was shown by Owner, Broker, another broker, or any other person or firm during the term of this Agreement, Broker's full fee shall be payable by Owner. The protection period shall be terminated if Owner enters into a listing agreement with another broker during the protection period.

2. For purposes of this Agreement, a sale shall be defined as any transfer of a legal, equitable or beneficial interest in the subject property, whether for money or in exchange of other property, and shall include, but not be limited to, any transfer of the ownership interest in any corporation, limited partnership, partnership, or other entity.

EARNEST MONEY: Owner authorizes and designates Escrow Agent, as designated by the sales agreement, to accept and hold on behalf of Owner any earnest money or escrow deposit made in accordance with the terms of any agreement to buy and sell real estate for the property. In the event of default or forfeiture by a prospective buyer, Owner will reimburse Escrow Agent any costs incurred by Escrow Agent including attorney's fees as a result of the release of payment to Owner of any of the earnest money deposited, and such reimbursement may be made by Broker from the earnest money deposit. All earnest money will be deposited in Escrow Agent's escrow account.

OWNER UNDERSTANDS THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, BROKER WILL NOT DISBURSE EARNEST MONEY TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

SIGNS: Owner grants to Broker the exclusive right to display "For Sale," "Under Contract," "Sale Pending," (or other similar) signs on the property and to remove other such signs.

BROKER'S DUTY: Broker agrees to employ the best efforts of Broker and Broker's agents and staff to secure a contract of sale for the described property upon such terms as may be agreeable to Owner. Broker's efforts shall include directing the efforts of Broker's organization to bring about the sale, advertising the described property as Broker deems advisable in those advertising media of merit customarily used in the area, furnishing such additional information as is necessary to cooperating real estate brokers and assisting such brokers in effecting a sale of property, and keeping Owner informed as to the progress of Broker's efforts in finding a Buyer for the described property. Owner understands the Broker makes no representation or guarantee as to the sale of the property. Broker shall present to Owner a completed Agency Disclosure Form, as prescribed by the South Carolina Real Estate Commission and the law of South Carolina prior to the signing of this Listing Agreement.

OWNER'S DUTY: Owner agrees as follows:
1. To furnish Broker with complete and reliable information concerning ownership and the operation of the property, and any encumbrances or liens affecting the property; and
2. To inform Broker of any inquiries (including inquiries from other brokers) or negotiations concerning the sale of the property; and
3. To permit inspection and showing of the property by Broker, Broker's Agents, Subagents, Buyer's Agent, and by such agents, subagents and prospective buyers as deemed reasonably necessary by Broker, and to cooperate in the scheduling and carrying out of such showings and inspections as is necessary; and
4. To permit the offering for sale of the property to prospective buyers without regard to age, sex, race, creed, color, religion, national origin, handicap or familial status; and
5. To permit Broker to incur, or pay on behalf of Owner reasonable expenses for repairs, inspection, utilities, maintenance, or similar expenses not to exceed $_____ for each separate expense, and to reimburse Broker, as necessary, upon receipt of the statement of expenses; and
6. To allow closing attorney to pay Broker's compensation in an amount equal to the compensation provided above from Owner's proceeds at time of closing; and
7. To grant to Broker the authority and approval to list and publish all sales data pertaining to the sale and closing of the hereinabove described property. Owner understands and acknowledges that sales data are published for the use and information of the members of all the Boards/Associations of REALTORS® and the Multiple Listing Services (MLS) of which Broker is a member; for their use of same in marketing and selling of all properties listed in said publication; and

8. To convey marketable title to the buyer in fee simple free from all liens except those stipulated herein, subject to existing zoning and government restrictions, applicable owner's association assessments and restrictive conditions and covenants of record which do not materially affect the present use of the property; and
9. To authorize Owner's attorneys and the settlement agent to furnish to Broker copies of the final HUD-1 settlement statement for the transaction prior to the closing date; and
10. Not to deal directly with prospective buyers of this property during the period of this agency and shall refer any inquiries received directly and immediately to the Broker.

PROPERTY INFORMATION/ SELLER'S PROPERTY DISCLOSURE STATEMENT: Owner warrants that, to Owner's knowledge there are no material defects, hidden or obvious, in or on the property, which have not been disclosed to Broker in writing. Owner further warrants that Owner has reviewed and completed a Seller's Property Disclosure Statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et.seq., attached to and made a part of this Agreement, and that all such information is accurate to the best of Owner's knowledge. If the Owner discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the owner shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. An owner who knowingly violates or fails to perform any duty prescribed by any provision of this article or who discloses any material information on the disclosure statement that he knows to be false, incomplete, or misleading is liable for actual damages proximately caused to the Buyer and court costs. Owner agrees to defend, indemnify, and hold harmless the Broker, Broker's agents, or subagents, including indemnification for attorney's fees and court costs, from any and all claims arising out of any information or omission of information presented to Broker by Owner. Owner agrees to disclose to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view including land, improvements, and personal property to be conveyed, and to hold said Broker harmless for any liabilities or damages arising from such defects. Owner will not hold Broker liable for the Owner's refusal or failure to provide a prospective purchaser with a disclosure statement. Owner agrees to allow Broker to provide copies of the disclosure statement to prospective buyers. The Owner understands and agrees that Broker has fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

DISCLOSURE: Owner authorizes Broker to disclose information about the property to Broker's agents, subagents, prospective buyers, and all inquiring parties. Such disclosure shall be in accordance with Broker's company policy. Owner hereby authorizes anyone having a lien against the property including the mortgage holder, to disclose complete information about the lien to Broker and Closing Attorney or Agent.

TAXES: Owner covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of owners who are not residents of South Carolina as defined in the said statute. The payment of rollback taxes, if applicable, and past personal property taxes, if applicable, shall be negotiated between the Owner and any prospective buyer.

COASTAL TIDELANDS & WETLANDS ACT: In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et. seq., South Carolina Code of Laws), an addendum will be attached to the sales agreement incorporating the required disclosures. The payment of any necessary surveys shall be negotiated between the Owner and any prospective buyer.

MULTIPLE LISTING SERVICE: The property [/] shall be [ ] shall not be entered the Multiple Listing Services of which Broker is a member, which shall constitute an offer of cooperating brokerage to all members of the listing service. Owner agrees that Broker may compensate an agent representing the buyer from the fee described above.

LOCKBOX: Owner [ ] ~~agrees~~ [ ] does not agree for a MLS lock box to be installed on the property to facilitate showing and inspection of the property.

Owner acknowledges and agrees that neither Broker, nor Broker's agents, subagents, or anyone showing the property through the MLS, shall be responsible for any damage to, or loss of personal property, or to the realty, except such damage or loss as may be caused by the negligence of such party. Owner further acknowledges that Broker nor MLS is an insurer against the loss of personal property and agrees to release Broker and MLS from any responsibility therefore.

[ ] OWNER, [ ] OWNER, AND [ ] BROKER HAVE READ THIS PAGE

INTERNET MARKETING: Owner [✓] agrees [ ] does not agree that the listing may be placed in electronic marketing mediums including, but not limited to, the Internet, MLS Internet Data Exchange (IDX) program or other similar on-line computer services and to share listing data with other members of MLS for marketing and advertising purposes only. Owner further agrees to permit other real estate firms who belong to any listing service of which Broker is a member to advertise the listing on the Internet in accordance with the listing service rules and regulations.

OTHER OFFERS: Owner understands that the Broker's responsibility to present offers to purchase to the Owner for Owner's consideration terminates at the closing of the subject property or expiration of this agreement, whichever occurs first.

MARKETING THE PROPERTY: The Broker shall not continue marketing the property after an offer has been accepted, unless requested in writing by the Owner to do so.

NO CONTROL OF COMMISSION RATES OR FEES: The Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed, controlled suggested, recommended, or maintained by the board/association, the MLS, or by any persons not a party to the listing agreement. The subagency compensation paid by the Listing Broker to a Cooperating Broker or Buyer's Broker in respect to any listing is established by the Listing Broker in Broker's offer of subagency, and is not fixed, controlled, suggested, recommended or maintained by the board/association, the MLS or by any persons other than the Listing Broker.

MAINTENANCE: Owner agrees to maintain the property, including lawn, shrubbery, and grounds until the day of closing or possession, whichever occurs first. Owner also warrants that all heating, air conditioning, electrical, and plumbing systems as well as built-in or appurtenant equipment or appliances shall be in operative condition on the day of closing or possession, whichever occurs first. Unless otherwise agreed herein, Owner shall deliver the premises to the Buyer with no broken panes; no torn or missing door screens or window screens; and with no missing or broken hardware, lighting, or plumbing fixtures.

AGREEMENT TO SELL: When a Buyer is found for said property, the Owner shall enter into an written sales agreement which will contain the terms and conditions of sale, the customary provisions as to the examination of the title, the curing of any defects in title, the prorations of taxes, rents, and applicable property expenses.

LEAD-BASED PAINT: For dwellings built before 1978, and as required by applicable law, a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (the "Disclosure" must be signed by Owner and attached to this agreement. Owner represents that either (1) the improvements on the property were all constructed after December 31, 1977, or (2) the Disclosure has been fully completed and is attached to this agreement. Owner agrees to provide Broker with any such additional information or reports as may come to Owner's possession during the term of this agreement. Owner acknowledges that Broker has informed Owner of the Owner's obligations to provide a buyer of the property with the pamphlet "Protect your Family from Lead in Your Home," to provide information to a buyer of the property with copies of available records and reports with respect to the property and lead-based paint and lead-based paint hazards, all pursuant to 42USC4582(d), as amended.

MEDIATION CLAUSE: Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by Owner or Broker in connection with the services to which this Agreement pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

FAIR HOUSING: Owner and Broker agree that this property is offered without regard to race, color, religion, sex, handicap, familial status, or national origin and is listed in full compliance with local, state, and federal fair housing laws.

FACSIMILE: The parties agree that this Agreement may be communicated by use of a fax, or other secure electronic means, including but not limited to the Internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

OTHER TERMS AND CONDITIONS: Silver Anniversary - Do not close LWTs Employees

[✓] OWNER, [ ] OWNER, AND [✓] BROKER HAVE READ THIS PAGE

THE UNDERSIGNED HEREBY WARRANT THAT THEY OWN THE PROPERTY AND/OR HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT. THIS IS A LEGALLY BINDING AGREEMENT. OWNER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties.

Owner: T.A. Patel Date 5-12-03 Time _____ Email: _____

Witness: Gee Leach Date 5/12/03 Time _____

Owner: _____ Date _____ Time _____ Email: _____

Witness: _____ Date _____ Time _____

Owner's Mailing Address:

104 Cape Fathom
Greenwood, Ninety Six, SC 29649

Business Phone: 992-2922 Home Phone: _____

Real Estate Company: Greenwood Realty, Inc.

By: Karen Sucher Date 5-12-03 Time _____

Real Estate Company's Mailing Address: 225 Bypass 72 NW Suite C
Greenwood, SC 29649

Phone: 388-0202

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

© 2003 South Carolina Association of REALTORS®. 1/03

AMENDED COMPLAINT

EXHIBIT "B"

COMMERCIAL PURCHASE AGREEMENT AND DEPOSIT RECEIPT

One Stop Marina, Inc. Scott Ward, hereinafter designated as "SELLER", has received from Corner Stop Stores, Jay Patel, hereinafter designated as "BUYER", the amount set forth below as DEPOSIT (Item 1A) on account of the PURCHASE PRICE of ($ 600,000 —) Six Hundred Thousand & 00/100 Dollars, for the real property known as:

Lot ____ Block ____ Section ____ Subdivision ____

Address 5201 Old Laurens Rd.

Tax Map # 135-07-01-001 City Greenwood Zip 29646

County of Greenwood, State of South Carolina.

1. FINANCING TERMS AND LOAN PROVISIONS.

A. $ 5,000 00 DEPOSIT evidenced by check [✓] or other [ ], payable to Ewd. Realty, Inc. and held uncashed until acceptance and deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations to be held in trust by Ewd. Realty, Inc. as Escrow Agent..

B. $ ____ ADDITIONAL CASH DEPOSIT in escrow [ ] within ____ days from acceptance [ ] upon receipt of loan commitment per Item 2; [ ] Other: ____.

C. $ ____ BALANCE OF CASH PAYMENT at closing.

FIRST LOAN

D. $ ____ Proceeds from New First Loan; [ ] FIXED RATE [ ] Other: ____ for a term of ____ years, with interest not to exceed ____ %, payable at approximately ____ p/mo., [ ] including taxes and insurance, [ ] not including taxes and insurance, with the balance due not less than ____ years, [ ] terms; Other ____. Loan fee not to exceed ____ % plus $ ____. Loan fee paid by ____.

E. $ ____ Existing First Loan [ ] ASSUMPTION OF THE MORTGAGE (WITH RELEASE OF LIABILITY), [ ] ASSIGNMENT OF THE PROPERTY SUBJECT TO THE MORTGAGE (WITHOUT RELEASE OF LIABILITY), [ ] SUBJECT TO existing first loan of record; [ ] fixed rate [ ] other; payable at $ ____ per month, with interest currently at ____ %, [ ] including taxes and insurance, [ ] not including taxes and insurance, with interest rate to be adjusted to: ____ %. Other terms: ____ Held by: ____ Assumption fee, if any, not to exceed ____. Charges related to assumption shall be paid by ____ Conditioned upon BUYER's approval of terms of said loan pursuant to Item 11, Existing Loans. 113969.

F. $ 500,000 00 SELLER FINANCING. First loan secured by the property, payable at $ [illegible] per month, or more, including 6 % interest, with the entire balance due ____ years from date of conveyance. A late charge of $ 100 shall be due on monthly payments tendered more than 10 days late. See Item 11, CREDIT APPROVAL.

JUNIOR LOANS

G. $ ____ PROCEEDS FROM NEW SECOND LOAN: [ ] Fixed Rate [ ] Other: Amortization ____ years, with interest not to exceed ____ %, payable at approximately $ ____ p/mo., with the balance due not less than ____ years. [ ] Other terms: ____. Loan fee not to exceed ____ %. Loan fee paid by ____.

[✓] BUYER [ ] BUYER AND [✓] SELLER [ ] SELLER HAVE READ THIS PAGE.

H. $ _____ EXISTING SECOND LOAN [ ] ASSUMPTION OF THE MORTGAGE (WITH RELEASE OF LIABILITY), [ ] ASSIGNMENT OF THE PROPERTY SUBJECT TO THE MORTGAGE (WITHOUT RELEASE OF LIABILITY), [ ] SUBJECT TO existing second loan of record: [ ] FIXED RATE, [ ] Other: _____ payable at $_____ per month, with interest currently at _____%. Interest Rate to be adjusted to: _____ %. Other terms: _____. Held by: _____. Assumption Fee, if any, not to exceed _____ %. All charges related to assumption shall be paid by _____. Conditioned upon BUYER's approval of terms of said loan pursuant to Item 8, EXISTING LOANS.

I. $ 1st Mortgage for Purchase - SELLER FINANCING: [ ] Second, [ ] Third Loan secured by the property, payable at $_____ per month, or more, including _____ % interest, with the entire balance due _____ years from date of conveyance. A late charge of $_____ shall be due on monthly payments tendered more than _____ days late. See Item 11, CREDIT APPROVAL.

J. $ 100,000 OTHER: Down payment - paid at Closing

K. $ 600,000 = TOTAL PURCHASE PRICE (not including closing costs). Any net differences between the approximate balances of encumbrances shown above are to be assumed, assigned or taken subject to, and the actual balances at close of escrow shall be adjusted in [ ] Cash, [ ] Other: _____.

2. **LOAN PROCESSING AND APPLICATION.** Buyer's obligation is contingent upon Buyer obtaining said loan. Buyer shall apply for said loan from _____ (Lender) within _____ days from the execution of this contract. Should the Buyer fail to make loan application within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice, and retain the earnest money deposit. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action which is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating Broker(s) or Agent(s).

3. **BONDS AND ASSESSMENTS.** In the event there is a bond or assessment which has an outstanding principal balance and is a lien upon the property, such principal shall be [ ] paid by SELLER, or [ ] assumed by BUYER. In the event of assumption, said obligation(s) [ ] shall, [ ] shall not be deducted from the purchase price at closing. (This paragraph is not concerned with ongoing payments collected on the property tax bill assessments which are not liens upon this property).

4. **CLOSING.** On or before April 30, 2004, SELLER agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of encumbrances, except as herein stated. SELLER agrees to pay all statutory deed recording fees, formerly known as documentary stamp taxes. At closing, BUYER agrees to have cash, cashier's check or certified funds drawn on a local bank in the amount of the balance of the purchase price plus all costs payable to the closing attorney or escrow agent.

5. **EVIDENCE OF TITLE** in the form of:
- [X] A policy of title insurance
- [X] An abstract of title from an attorney
- [ ] Other: _____
  Paid by: _____

6. **VESTED TITLE.** The deed shall be prepared in the name(s) of Scott Ward until paid in full on 30 March _____.

7. **SURVIVAL.** The omission from closing of any provision herein shall not waive the right of any party. All representations or warranties shall survive the conveyance of the property.

[X] BUYER [ ] BUYER AND [X] SELLER [ ] SELLER HAVE READ THIS PAGE.

8. **EXISTING LOANS.** SELLER shall, within three (3) days of acceptance, provide BUYER with all notes and mortgages to be assumed, assigned, or taken subject to, and within five (5) days of receipt thereof, BUYER shall in writing notify SELLER of BUYER's approval or disapproval of the terms of said documents which shall not be unreasonably withheld. Within three (3) days of acceptance, SELLER shall submit written request for a current statement of condition on the above loan or loans. SELLER warrants that all loans in the transaction will be current at closing.

9. **DUE ON SALE CLAUSE.** If the note or mortgage for any existing loan contains an acceleration or DUE ON SALE clause, the Lender may demand full payment of the entire loan balance as a result of this transaction. Both parties acknowledge that they are not relying on any representation by the other party or the Broker with respect to the enforceability of such a provision in existing notes or mortgages, mortgages to be executed in accordance with this Agreement. Both parties have been advised by the Broker to seek independent legal advice with respect to these matters.

10. **BALLOON PAYMENT.** Both parties acknowledge they have not received or relied upon any statements or representations made to them by Broker regarding availability of funds, or rate of interest at which funds might be available, when BUYER becomes obligated to refinance or pay off remaining balance of any loan pursuant to the terms of this Agreement.

11. **CREDIT APPROVAL.** In the event of SELLER financing, BUYER shall furnish SELLER within three (3) days of acceptance, a customary financial statement for the sole purpose of credit approval; such approval shall not be unreasonably withheld. BUYER authorizes SELLER to engage the services of a reputable credit reporting agency for this purpose at BUYER's expense, and SELLER shall notify BUYER within ten (10) days of receipt of financial statement, of approval or disapproval of BUYER's credit.

12. **DEFINITIONS.** BROKER includes cooperating brokers and all salespersons. DAYS means calendar days unless otherwise specified. DATE OF ACCEPTANCE means the date the SELLER accepts the offer or the BUYER accepts the counteroffer. DELIVERED means personally delivered or mailed by certified mail; in the event of mailing, delivery shall be deemed to have been made on the day following the date of mailing evidenced by the postmark on the envelope containing the delivered mail.

13. **TIME IS OF THE ESSENCE.** TIME IS OF THE ESSENCE FOR THIS AGREEMENT. All modifications and extensions shall be in writing and signed by all parties.

14. **CONDITIONS SATISFIED/WAIVED IN WRITING.** Each condition or contingency, approval and disapproval herein shall be satisfied according to its terms or waived in writing by the benefiting party within the time limits specified (or any extension thereof agreed to by the parties in writing), or this Agreement shall terminate and all deposits returned to BUYER to the date of cancellation of this transaction. This paragraph contemplates that each party shall diligently pursue the completion of this transaction.

15. **INSURANCE.** In the event of financing, BUYER shall obtain hazard insurance prepaid for one year in an amount satisfactory to the loan holders and covering one hundred percent replacement cost of improvements, and to name holders of the secured loans as additional loss payees. BUYER agrees further to annually increase said insurance if necessary, to equal the current replacement cost of the property during the term of the loan holder's mortgages. BUYER shall instruct the insurance carrier to deliver to SELLER before closing a certificate providing for 30 days written notice in the event of cancellation.

16. **DESTRUCTION OF IMPROVEMENTS.** If the improvements of the property are destroyed, materially damaged, or found to be materially defective prior to closing, BUYER shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement. In the event BUYER elects to terminate this Agreement, BUYER may terminate this transaction by written notice to SELLER'S Broker or Agent, and all deposits shall be returned to BUYER.

In the event BUYER does not elect to terminate the Agreement, BUYER shall be entitled to receive in addition to the property any insurance proceeds payable on account of the damage or destruction, the property and the insurance proceeds payable shall not exceed the value of the purchase price and in the event this happens, the Seller shall be entitled to the remainder of the insurance proceeds.

[ ]BUYER [___]BUYER AND [ ]SELLER[___] SELLER HAVE READ THIS PAGE.

17. **NOTICE OF VIOLATIONS.** By acceptance hereof, SELLER warrants that SELLER has no notice of violations relating to the property from city, county, or state agencies.

18. **INCOME AND EXPENSE STATEMENT.** SELLER shall deliver to BUYER for BUYER's approval a true and complete statement of rental income and expenses for BUYER's approval **within seven (7) days of acceptance.** BUYER's obligations are conditioned upon approval of said statement. BUYER shall be deemed to have approved said statement unless written notice to the contrary is delivered to SELLER or SELLER's agent **within seven (7) days of receipt** of said statement by BUYER, in which case BUYER may have deposit returned and both parties shall be relieved of all obligations hereunder.

19. **EXISTING LEASES.** Subject to existing leases and rights of parties in possession under month-to-month tenancies, **within seven (7) days of acceptance,** SELLER shall deliver to BUYER for BUYER's approval copies of all existing leases and rental agreements, as well as copies of all outstanding notices sent to tenants, and a written statement of all oral agreements with tenants, incurred defaults by SELLER or tenants, claims made by or to tenants, and a statement of all tenants' deposits held by SELLER, all of which SELLER warrants to be true and complete. BUYER's obligations are conditioned upon approval of existing leases. BUYER shall be deemed to have approved said documents unless written notice to the contrary is delivered to SELLER or SELLER's Agent **within seven (7) days of receipt** of said documents, in which case BUYER may have deposit returned and both parties shall be relieved of all obligations hereunder.

BUYER's obligations hereunder are conditioned upon receipt at closing of estoppel certificates executed by each tenant acknowledging that the lease or rental agreement is in effect, that no lessor default exists, and stating the amount of any prepaid rent or security deposit.

20. **SERVICE CONTRACTS.** SELLER shall furnish BUYER with copies of any service and/or equipment rental contracts with respect to the property, which run beyond closing.

21. **"FREE LOOK PERMIT".** BUYER shall have the right to inspect any and all personal property referred to in paragraph 27(N), PERSONAL PROPERTY, and the materials described in paragraphs 18 and 19 hereof. Within ten (10) days following the furnishing of such materials, BUYER, at BUYER's sole discretion, may by written notice to SELLER terminate all obligations of the parties hereunder and any deposit shall be returned. If such notice is not delivered within such time, BUYER shall be deemed to have approved the condition of the property and the materials submitted.

22. **CHANGES DURING TRANSACTION.** During the pendency of this transaction, SELLER agrees that no changes in the existing leases or rental agreements shall be made, nor new leases or rental agreements entered into, nor shall any substantial alterations or repairs be made or undertaken without the written consent of the BUYER.

23. **EXAMINATION OF TITLE.** In addition to any encumbrances referred to herein, BUYER shall take title to the property subject to: (1) real estate taxes not yet due, and (2) covenants, conditions, restrictions, rights of way, and easements of record, if any, which do not materially affect the value or intended use of the property.

Within three (3) days from acceptance, BUYER shall order a preliminary title report. **Ten (10) days from receipt** thereof are allowed to BUYER to examine the title to the property and to report in writing any valid objections thereto. All exceptions to the title contained in such report (other than monetary liens) shall be deemed approved unless written objection is delivered to SELLER **within said ten (10) days.** If BUYER objects to any exceptions to the title, SELLER shall use due diligence to remove such exceptions at SELLER's expense **before closing.** But if such exceptions cannot be removed **before closing,** all rights and obligations hereunder may, at the election of the BUYER, terminate and the deposit shall be returned to BUYER less expenses incurred by BUYER to date of termination, unless BUYER elects to purchase the property subject to such exceptions if SELLER concludes unwillingness or is unable to remove such objections. SELLER shall notify BUYER **within ten (10) days of receipt of said objections.** In that event, BUYER may terminate this Agreement and have all deposits returned less expenses incurred to date of termination.

24. **PHYSICAL POSSESSION.** Physical possession, with all keys and garage door openers, shall be delivered to ~~BUYER (check either Item (1) or Item (2)):~~ April 2014 after mutual agreement

_____ 1. Upon recordation of the deed. executed at Billy Garrett Law firm and

_____ 2. After recordation, but not later than midnight of _____ after payment paid in full

[ ] BUYER [ ] BUYER AND [ ] SELLER [ ] SELLER HAVE READ THIS PAGE.

25. **ACCESS TO PROPERTY.** SELLER agrees to provide reasonable access to the property to BUYER and inspectors representing BUYER as provided in this Agreement and to representatives of lending institutions for appraisal purposes.

26. **ADJUSTMENTS.** Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax prorations pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. **BUYER TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS.** Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorations at closing shall be final.

27. **PROVISIONS.** The provisions initialed below by BUYER are included in this Agreement.

[___]	A.	Pest Control Inspection paid by [___] BUYER, [___] SELLER
[___]	B.	Existing Pest Control Report dated: _____ By: _____
[___]	C.	Subject to BUYER'S approval of Pest Control Report
[___]	D.	Waiver of Pest Control Inspection
[___]	E.	Inspections of Physical Condition of Property, to be approved or disapproved within 10 days of acceptance
[___]	F.	Roof Inspection Report to SELLER within 15 days of acceptance
[___]	G.	City and County Inspection Report ordered within _____ days of acceptance
[___]	H.	Contingency Release Clause
[___]	I.	Flood Hazard Zone Disclosure
[___]	J.	Special Studies Zone Disclosure
[___]	K.	Rent Control Ordinance
[___]	L.	Operating Permit
[___]	M.	Certificate of Occupancy
[___]	N.	Personal Property
[___]	O.	Smoke Detectors
[___]	P.	Tax Deferred Exchange

_____A. **PEST CONTROL INSPECTION.** The main building and all structures on the property are to be inspected by a licensed pest control operator. If such inspector recommends repair, and/or if the inspecting pest control operator recommends further inspection of inaccessible areas, the SELLER at SELLER's option may perform recommended repairs and/or may agree to the additional costs of such inspection and if there is damage, may perform the additional repairs prior to the closing. If the SELLER does not elect to correct the damage or perform the additional inspection, the BUYER's obligation under this Agreement will terminate. If additional inspections are done and no such infestation or infection is discovered, the additional costs of inspecting such inaccessible areas and the work required to return the property to its original condition shall be paid by BUYER.

Funds for work specified in said report, to be done at SELLER's expense, shall be held in escrow and disbursed by escrow holder upon receipt of notice of work completed by a licensed pest control operator selected by [___] SELLER [___] BUYER certifying that the property is free of evidence of active infestation or infection. As soon as the same are available, copies of the report, and any certification or other proof of completion of the work shall be delivered to the Agents of BUYER and SELLER who are authorized to receive the same on behalf of their principals.

_____B. **EXISTING PEST CONTROL REPORT ACCEPTED BY BUYER.** BUYER accepts existing pest control report on the property by the licensed structural pest control operator listed under Item 27-B, SELLER'S obligations shall be as set forth in 27-A above.

[✓] BUYER [___] BUYER AND [✓] SELLER [___] SELLER HAVE READ THIS PAGE.

_____C. **SUBJECT TO BUYER'S APPROVAL OF PEST CONTROL REPORT.** Property to be purchased in its present condition with no charge to SELLER for any pest control work. However, BUYER shall have the right to have the property inspected and to obtain a report from a licensed structural pest control operator. BUYER shall be deemed to have approved said report unless written notice to the contrary is delivered to SELLER or SELLER'S Agent **within 15 days of acceptance.** In the event BUYER does not approve the report, BUYER may have deposit returned and both parties shall be relieved of all obligations hereunder.

BUYER acknowledges that BUYER has not received or relied upon any representations by either the Broker or the SELLER, with respect to the condition of the property.

_____D. **WAIVERS OF PEST CONTROL INSPECTION.** BUYER has satisfied BUYER about the condition of the property and agrees to purchase said property in present condition without the benefit of a structural pest control inspection. BUYER acknowledges that BUYER has not received or relied upon any representations by either the Broker, SELLER or SELLER'S Agent, without respect to the condition of the property.

__✓__E. **INSPECTION OF PHYSICAL CONDITION OF PROPERTY.** BUYER shall have the privilege and responsibility, at BUYER's expense, to select licensed contractors or other qualified professionals to inspect the subject property (including land and improvements), including but not limited to matters structural, geological, plumbing, heating, air conditioning, electrical, built-in appliances, well, pool, septic tank, hazardous and toxic materials, and survey. BUYER shall, upon SELLER's written request, furnish SELLER at no cost, copies of all inspection reports obtained. BUYER shall approve or disapprove all inspection reports obtained in writing, **within [20] number of days.** If SELLER does not agree to correct any unacceptable conditions **within three (3) days from receipt of such notice,** BUYER may elect to terminate this Agreement. In the event of such termination, all deposits shall be returned less expenses incurred by BUYER to the date of cancellation.

__✓__F. **ROOF INSPECTION.** BUYER, at BUYER's expense, may order a roof report from a licensed general or roofing contractor. **Within [15] days,** copies of the report shall be delivered to the Agents of the BUYER and SELLER who are authorized to receive the same on behalf of their principals. **Within three (3) days following receipt** of the report, SELLER may (a) elect to pay the cost of all work recommended by the report; or (b) elect to pay none or only a portion of the cost of such work. Written notice of such election shall be delivered to BUYER or BUYER's Agent.

In the event SELLER does NOT agree to pay for all such work, BUYER may elect to pay the balance of the cost of such work or terminate all rights and obligations to the parties under this Agreement. Written notice of such election shall be delivered to SELLER or SELLER's Agent **within seven (7) days following receipt** of SELLER's notice. In the event of such termination, BUYER shall be entitled to a full refund of all deposits excluding the cost of the above roof inspection report. If no written election is made **within seven (7) days,** BUYER shall have the right to terminate this Agreement, and SELLER shall be responsible for the cost of that portion of the work which SELLER elected to pay. **In the event SELLER has elected to pay the cost of all such work,** SELLER shall have the right to have such work performed by a licensed general or roofing contractor of SELLER's choice.

__✓__G. **CITY AND COUNTY INSPECTION REPORT.** If local ordinance requires that the property be inspected or a report issued for compliance with local building and permit regulations, standards, and ordinances as a condition to sale or transfer, SELLER shall, within [10] days, notify the appropriate local agency to cause the property to be inspected, **or to issue the required report** at the earliest practicable date. If SELLER does not agree to pay for correction of any violations shown in the report, BUYER may pay the cost of the required corrections or terminate this Agreement. In the event of termination, all deposits shall be returned.

_____H. **CONTINGENCY RELEASE CLAUSE.** Subject to the sale and conveyance of BUYER's property known as:

Lot_____Block_____Section_____Subdivision_____

Address_____

Tax Map #_____City_____Zip_____

County of_____, State of South Carolina.

[✓] BUYER [___] BUYER AND [✓] SELLER [___] SELLER HAVE READ THIS PAGE.

SELLER shall have the right to continue to offer the herein property for sale and to accept written offers subject to the rights of BUYER. Should SELLER accept such an offer, then BUYER shall be given written notice of such acceptance. In the event BUYER will not waive this condition in writing **within _____ hours of receipt** of such notice, then this Agreement shall be terminated and all deposits be returned to BUYER. Said notice may be personally delivered or mailed by certified mail and addressed to _____. In the event of mailing, such notice shal be deemed to have been given on the date following the date of mailing evidenced by the postmark on the envelope containing such notice. In the event BUYER waives real property sale contingency, BUYER must first satisfy SELLER or SELLER'S Agent that any financing required under this Agreement will be granted without the sale of the aforementioned property.

_____I. **FLOOD HAZARD ZONE.** BUYER has been advised that the property is located in an area which the Secretary of HUD has found to have special flood hazards and that, pursuant to the National Flood Insurance Program, it will be necessary to purchase flood insurance in order to obtain any loan secured by the property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government. The purpose of the program is to provide flood insurance at reasonable cost. For further information, consult your lender or insurance carrier.

__✓__J. **SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL PROTECTION MATTERS.** All reports and certifications called for by the lending agencies and any governmental body, by the BUYER concerning any special study for the area, wetlands or for any environmental protection matter shall be at the expense of the [__] SELLER, [✓] BUYER. In the event such studies are wanted or required, the studies must be furnished by the proper parties **within** [20] **days** of complete execution of the agreement. The BUYER and SELLER must have access to all studies **within five (5) days of completion** thereof and upon notice by the BUYER to the SELLER **within five (5) days of receipt** of the studies that the BUYER is not satisfied with the result, the SELLER shall have the option of correcting the problem, if the SELLER elects not to correct the problem, the BUYER's obligations under this Agreement terminate.

_____K. **PERMITS AND ORDINANCES.** BUYER is aware that a local ordinance is in effect which regulates the rights and obligations of property owners. It may also affect the manner in which future rents can be adjusted.

__✓__L. **OPERATING PERMIT.** SELLER warrants that an operating permit for the property is in effect.

__✓__M. **CERTIFICATE OF OCCUPANCY.** SELLER warrants that a certificate of occupancy for the property is in effect.

__✓__N. **PERSONAL PROPERTY.** The purchase price [__] does, [✓] does not include all furniture and furnishings and any other personal property owned by SELLER and used in the operation of the property per attached inventory, receipt of which is hereby acknowledged. Independent audit of inventory 30 or before April 30, 2004 and seller will be paid 110% of retail inventory. ($72,595.00 EH
In the event the inventory is not a part of the purchase price, the items listed at the cost referred to in the attached inventory list shall be transferred by a Bill of Sale and paid for by BUYER to SELLER at closing for the real property.

_____O. **SMOKE DETECTORS.** In accordance with local ordinance and/or state statute, smoke detectors shall be installed at the expense of [__] BUYER, [__] SELLER. If required, said smoke detectors shall be inspected by the appropriate city, county, or state agency prior to closing and a compliance report obtained.

_____P. **TAX DEFERRED EXCHANGE.** In the event the SELLER wishes to enter into a tax deferred exchange for the real property described herein, or if BUYER wishes to enter into a tax deferred exchange with respect to property owned by him in connection with this transaction, each of the parties agrees to cooperate with the other party in connection with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided that: (a) the other party shall not be obligated to delay the closing, (b) all additional costs in connection with the exchange should be borne by the party whose property is exchanged, and (c) the other party shall not be obligated to execute any note, contract, or other document providing for any personal liability which would survive the exchange. The other party shall be indemnified and hold harmless against any liability which arises or is claimed to have arisen on account of their acquisition of ownership of the exchange property.

[✓] BUYER [__] BUYER AND [✓] SELLER [__] SELLER HAVE READ THIS PAGE.

28. **ADDENDA.** The following addenda, signed and dated by both parties, are attached and made a part of this agreement:_____

29. **FIXTURES.** All items permanently attached to the property, including but not limited to attached floor coverings, draperies with hardware, shades, blinds, window and door screens, storm sash, combination doors, awnings, light fixtures, television antennas, electric garage door openers with controls, outdoor plants and trees, are included in the purchase price, free of liens. **EXCLUDING** Pot of Gold Machine, Phone Card Machine, Kerosene self Contained Unit and pump.

30. **MAINTENANCE.** SELLER covenants that the heating, air-conditioning (if any), electrical, sewer, septic system, drainage, sprinkler (if any), and plumbing systems including water heaters, as well as built-in appliances and other mechanical apparatus shall be in normal working order on the date possession is delivered. SELLER shall replace any cracked or broken glass including windows, mirrors, shower and tub enclosures. Until occupancy is delivered, SELLER shall maintain landscaping, grounds and pool (if any). The following items are specifically excluded from the above:_____

31. **DISCLOSURE.** The following disclosures are attached hereto:
__ Hazardous Materials
__ Other_____

32. **DEFAULT.** If the BUYER shall default under this Agreement, the SELLER shall have the option of suing for damages or specific performance, including but not limited to, reasonable attorney's fees or rescinding this Agreement. In the event the Agreement is rescinded, one-half of the earnest money shall then be paid to the Broker(s), not to exceed the commission due such Broker(s), and the remaining balance of earnest money shall be paid to the SELLER.

Upon default by the SELLER, the BUYER shall have the option of suing for damages or specific performance, or rescinding this Agreement. Upon default by the SELLER, if the BUYER elects to rescind this Agreement, BUYER will be refunded all sums paid hereunder and in addition, shall be reimbursed by the SELLER for actual costs incurred, including but not limited to credit report, appraisal fee, survey, cost of title examination.

33. **ATTORNEY FEES.** In any action or proceeding involving a dispute between BUYER, SELLER and/or Broker, arising out of the execution of the agreement or the sale, or to collect commissions, the prevailing party shall be entitled to receive from the other party a reasonable attorney fee to be determined by a court of competent jurisdiction.

34. **EXPIRATION OF OFFER.** This offer shall expire unless acceptance is delivered to BUYER or to Renee Sinchor Agent. on or before 6 AM/PM, 3/27, 2004.

35. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

36. **ENTIRE AGREEMENT.** This document contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property which are not expressly set forth herein. This Agreement may be modified only in writing signed and dated by both parties. **Both parties acknowledge that they have not relied on any statements of the real estate Agent or Broker which are not herein expressed.**

37. **MEDIATION CLAUSE.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

[ ] BUYER [ ] BUYER AND [ ] SELLER [ ] SELLER HAVE READ THIS PAGE.

The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; or (d) any matter which is within the jurisdiction of a probate court. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

38. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (IRS SECTION 1445).** The Foreign Investment and Real Property Tax Act requires a BUYER purchasing real property from a foreign person to withhold tax from the sale proceeds unless an exemption applies. SELLER agrees to provide Broker with a certification establishing that no federal income tax is required, unless it is established that the transaction is exempt and the BUYER intends to use the property as personal residence due to existing laws at time of closing.

39. **S.C. CODE SECTION 12-8-580.** SELLER covenants and agrees to comply with South Carolina Code Section 12-8-580 (as amended from time to time), regarding withholding requirements of SELLERS who are not residents of South Carolina as deferred in this given statute.

40. ADDITIONAL TERMS AND CONDITIONS. Garrett, Paul, Jim to prepare Owner finance Agreement and record at Local Courthouse or lease with option agreement whichever document Carolina 1st Mortgage Holder will approve for this transaction. Closing on April 30, 20 and 1st Mortgage to remain in good standing. Lease with option document to convey sale rights to premise/property for a period of 36 months at $100,000 down and monthly payments of $3,918.41 Taxes and insurance will be paid by Contractor Store 2 Day total. After 36 months the purchase price will be $731,761.98 * If all payments are current and there are no outstanding taxes & insurance issues. Amortization Schedule attached as Exhibit A"

Seller will retain use of the 900sqft office space for 30 days after closing, rent free.

41. **FACSIMILE:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

[✓] BUYER [ ] BUYER AND [✓] SELLER [ ] SELLER HAVE READ THIS PAGE.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD.

RECEIPT AND ACKNOWLEDGMENT OF BUYER

THE UNDERSIGNED BUYER ACKNOWLEDGES THAT BUYER HAS THOROUGHLY READ AND APPROVED EACH OF THE PROVISIONS CONTAINED HEREIN AND AGREES TO PURCHASE THE HEREIN DESCRIBED PROPERTY FOR THE PRICE AND ON THE TERMS AND CONDITIONS SPECIFIED. BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

THE UNDERSIGNED BUYER FURTHER UNDERSTANDS THAT UNLESS STATED OTHERWISE HEREIN, THE PROPERTY IS BEING SOLD IN ITS PRESENT CONDITION ONLY, WITHOUT WARRANTIES OR GUARANTEES OF ANY KIND BY SELLER OR ANY OTHER BROKER OR AGENT. BUYER STATES THAT NO REPRESENTATIONS CONCERNING THE CONDITION OF THE PROPERTY ARE BEING RELIED UPON BY BUYER EXCEPT AS STATED HEREIN. BUYER ACKNOWLEDGES THAT NEITHER ANY BROKER NOR AGENT INVOLVED IN THIS TRANSACTION IS AN EXPERT AT DETECTING OR REPAIRING PHYSICAL DEFECTS IN THE PROPERTY.

Buyer: _____ Date 3/25/04 Time 6:30 pm

Witness: Renee Simpson Date 3/28/04 Time 6:30 pm

Buyer: _____ Date _____ Time _____

Witness: _____ Date _____ Time _____

Buyer's Representative: (Company) Greenwood Realty

by: (Real Estate Agent) _____

RECEIPT AND ACKNOWLEDGMENT OF SELLER

THE UNDERSIGNED SELLER ACKNOWLEDGES THAT SELLER HAS THOROUGHLY READ THE PROVISIONS OF THIS AGREEMENT AND AGREES TO SELL THE HEREIN DESCRIBED PROPERTY FOR THE PRICE AND ON THE TERMS AND CONDITIONS SPECIFIED. SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Seller: _____ Date 3-27-04 Time 2:20 pm

Witness: _____ Date 3-27-04 Time 2:20 pm

Seller: _____ Date _____ Time _____

Witness: _____ Date _____ Time _____

Seller's Representative: (Company) Greenwood Realty, Inc.

by: (Real Estate Agent) _____

RECEIPT OF DEPOSIT ACKNOWLEDGED:

(Real Estate Agent) _____ Date: 3/25/04

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

© 2000 South Carolina Association of REALTORS®. 01/00

Exhibit "A"

pg 1

Amortization Schedule

Length of Loan in Months: 180
Interest Rate: 5.058%
Principal & Interest Payment: $3,969.00
Beginning Escrow Payment: $0.00
Total Principal Paid: $500,000.00
Total Interest Paid: $70,676.88
Total Payments: $570,676.88

Payment	Date	Principal	Interest	Balance
1	5/2004	$1,861.65	$2,107.35	$498,138.35
2	6/2004	$1,869.49	$2,099.50	$496,268.86
3	7/2004	$1,877.37	$2,091.62	$494,391.49
4	8/2004	$1,885.29	$2,083.71	$492,506.20
5	9/2004	$1,893.23	$2,075.77	$490,612.97
6	10/2004	$1,901.21	$2,067.79	$488,711.76
7	11/2004	$1,909.22	$2,059.77	$486,802.53
8	12/2004	$1,917.27	$2,051.73	$484,885.26
Total	2004	$15,114.74	$16,637.24	
9	1/2005	$1,925.35	$2,043.65	$482,959.91
10	2/2005	$1,933.47	$2,035.53	$481,026.45
11	3/2005	$1,941.62	$2,027.38	$479,084.83
12	4/2005	$1,949.80	$2,019.20	$477,135.03
13	5/2005	$1,958.02	$2,010.98	$475,177.02
14	6/2005	$1,966.27	$2,002.73	$473,210.75
15	7/2005	$1,974.56	$1,994.44	$471,236.19
16	8/2005	$1,982.88	$1,986.12	$469,253.31
17	9/2005	$1,991.24	$1,977.76	$467,262.08
18	10/2005	$1,999.63	$1,969.37	$465,262.45
19	11/2005	$2,008.06	$1,960.94	$463,254.39
20	12/2005	$2,016.52	$1,952.48	$461,237.87
Total	2005	$23,647.39	$23,980.58	
21	1/2006	$2,025.02	$1,943.98	$459,212.86
22	2/2006	$2,033.55	$1,935.44	$457,179.30
23	3/2006	$2,042.12	$1,926.87	$455,137.18
24	4/2006	$2,050.73	$1,918.27	$453,086.45
25	5/2006	$2,059.37	$1,909.62	$451,027.07
26	6/2006	$2,068.05	$1,900.94	$448,959.02
27	7/2006	$2,076.77	$1,892.23	$446,882.25
28	8/2006	$2,085.52	$1,883.47	$444,796.73
29	9/2006	$2,094.31	$1,874.68	$442,702.42
30	10/2006	$2,103.14	$1,865.86	$440,599.28
31	11/2006	$2,112.00	$1,856.99	$438,487.27
32	12/2006	$2,120.91	$1,848.09	$436,366.37
Total	2006	$24,871.51	$22,756.46	

Figures may vary slightly due to rounding.

Exhibit "H" pg 2

Amortization Schedule

Length of Loan in Months: 180
Interest Rate: 5.058%
Principal & Interest Payment: $3,969.00
Beginning Escrow Payment: $0.00
Total Principal Paid: $500,000.00
Total Interest Paid: $70,676.88
Total Payments: $570,676.88

Payment	Date	Principal	Interest	Balance
33	1/2007	$2,129.84	$1,839.15	$434,236.52
34	2/2007	$2,138.82	$1,830.18	$432,097.70
35	3/2007	$2,147.84	$1,821.16	$429,949.87
36	4/2007	$2,156.89	$1,812.11	$0.00
Total	2007	$436,366.37	$7,302.60	

Figures may vary slightly due to rounding.

$431,761.98 = Balance on 4/2007 36th Month

AMENDED COMPLAINT

EXHIBIT "C"

STATE OF SOUTH CAROLINA)
) LEASE AGREEMENT
COUNTY OF GREENWOOD)

THIS LEASE AGREEMENT is made this 17th day of May, 2004, between T. SCOTT WARD (the "Lessor") and MANI INVESTMENTS, LLC, a South Carolina limited liability company (the "Lessee"), and ANJAY R. PATEL (the "Guarantor").

SECTION ONE
DESCRIPTION OF PREMISES

The Lessor leases to the Lessee, and the Lessee leases from the Lessor, the real estate located at 5201 Old Laurens Road and 5119 Old Laurens Road in Greenwood, South Carolina. The real estate is described as follows:

TRACT 1:

All that piece, parcel or lot land, with the improvements thereon, lying and being situate in the County of Greenwood, State of South Carolina, containing 0.76 acres, more or less, and being shown on plat of survey prepared for Grover Kneece by Freeland-Clinkscales & Rykard, Inc. recorded in Plat Book 91 at Page 83 OCC for Greenwood County. For a more complete and accurate description of metes and bounds, reference is specifically made to the aforementioned plat.

This is the identical property conveyed by deed of Grover F. Kneece and Betty D. Kneece to T. Scott Ward dated August 10, 1998, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 533 at Page 198.

Tax Map Number: 6960-477-154

TRACT 2:

All and singular those certain pieces, parcels or lots of land, with improvements thereon, situate, lying and being in th County of Greenwood, State of South Carolina, being shown and depicted on plat of Newby-Proctor & Associates, from a survey dated March 15, 1997, a copy of which is recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 103, at Page 121. Said lots make up Lot B as shown on said plat and consist of a portion of Parcel 4, all of Lots 3, 2, 1, and 8 and the old abandoned highway right of way. Lot B contains .57 acres and is bound on the North by Lake Drive; on the East by Old Laurens Highway (S.C. 24-39); on the South by the remainder of Parcel 4 and a portion of the old abandoned highway right of way being lands of Cobb; and on the West by Shoreline Drive.

This is the identical property conveyed by deed of James T. Milford to T. Scott Ward dated March 23, 2001, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 664

at Page 208.

Tax Map Number: 6960-478-135

SECTION TWO
TERM AND RENTAL

The term of this Lease Agreement is for 36 months beginning June 17, 2004, and ending May 17, 2007. The Lessee shall pay the Lessor rent at the rate of $3,969.00 per month in advance on or before the 17th day of each month. The Lessee's first payment pursuant to this Lease Agreement is due not later than 5 p.m. on June 17, 2004, and the Lessee's final payment is due not later than 5 p.m. on May 17, 2007. If the Lessee fails to pay any rental obligation by the due date and time, the Lessee shall pay interest to the Lessor on all past-due rental obligations at the rate of 1.5 percent per month.

SECTION THREE
NEW LEASE OPTION

The Lessee shall notify the Lessor in writing if the Lessee desires to lease the premises for longer than 36 months. The Lessee shall send such written notification to the Lessor not later than 180 days prior to the conclusion of this Lease Agreement. Upon receiving such written notification, the Lessor shall act in good faith in bargaining with the Lessee regarding the terms of a new Lease Agreement.

SECTION FOUR
TITLE AND ENJOYMENT

The Lessor covenants that the Lessee, upon paying the rental obligations provided for herein, and upon keeping, observing, and performing all other terms, covenants, and agreements herein required of the Lessee, shall peaceably and quietly have, hold, and enjoy the premises for the entire 36-month term of this Lease Agreement, subject to the terms, covenants, and agreements provided for in this Lease Agreement.

Within 30 days of the full execution of this Lease Agreement, the Lessee shall perform a title examination of the real property which is the subject hereof and shall notify the Lessor within such 30-day period of any title encumbrances objectionable to the Lessee. Thereafter, the Lessor shall have 30 days to cure such title defects. If the Lessor is unable or unwilling to cure the title defects within such cure period, the Lessee shall have the right to terminate this Lease Agreement, in which event the Lessee shall be entitled to a full and complete refund of all rents and deposits paid to Lessor hereunder, and the Lessor shall immediately repurchase the items of personal property purchased by the Lessee from the Lessor herewith (as evidenced by a Bill of Sale between the Lessee and One Stop Marina, Inc. of even date).

SECTION FIVE
LESSEE'S OBLIGATIONS; DISCLOSURES

The Lessee shall:

(1) comply with all obligations primarily imposed upon lessees, including lessees of convenience stores and gasoline stations, by applicable provisions of any laws, ordinances, regulations, and codes materially affecting health and safety;

(2) keep the interior and exterior of the premises reasonably safe and reasonably clean;

(3) dispose from the premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner;

(4) keep all plumbing fixtures in the premises reasonably clean;

(5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances in the premises;

(6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the Lessee's permission or who is allowed access to the premises by the Lessee;

(7) maintain the floating docks, and the walkways to and from the docks, in a safe condition at all times;

(8) maintain petroleum product distribution readings in accordance with DHEC or other governmental standards, with or without the use of a vita-boot; and

(9) comply with this Lease Agreement and rules and regulations.

The Lessee covenants that the premises shall be used solely for the maintenance and operation of a convenience store and gasoline station during such time the Lessee is in possession of the premises. The Lessee covenants not to use the premises for any illegal purpose or in any such manner as to violate any applicable and valid law, rule, or regulation of any governmental body; covenants to occupy and use the premises in a careful, safe, and proper manner; and covenants not to permit any waste to the premises.

Prior to the commencement of this Lease Agreement, all defects in, on, or surrounding the premises, if any, have been disclosed by the Lessor to the Lessee. The Lessee accepts the premises in and on an "as is" basis, without warranty or representation by the Lessor. The Lessor and the Lessee are both experienced in commercial business ventures and have negotiated the terms of this Lease Agreement at arm's length with the assistance of legal counsel or with the opportunity to have

consulted legal counsel.

SECTION SIX
REPAIRS

The Lessee covenants that the Lessee shall, at the Lessee's sole expense:

(1) maintain the interior of the premises, including equipment, fixtures, and furniture, in good order and repair;

(2) maintain any exterior signs and glass relating to the premises or convenience store business in good order and repair;

(3) maintain the heating and air conditioning system in the premises in good order and repair;

(4) repair all broken glass, locks, lighting fixtures, and any other damages to the premises resulting from accidents and/or the Lessee's or its agents' or invitees' negligence or intentional acts. The Lessee shall submit all repair and upkeep invoices to the Lessor as requested;

(5) maintain the floating docks, and the walkways to and from the floating docks, in good order and repair;

(6) maintain all driveways, parking lots, and cement pads in good order and repair; and

(7) be responsible for all landscaping on the premises.

The Lessor covenants that the Lessor shall, at the Lessor's sole expense:

(1) maintain all exterior portions of the premises (with the exception of signs and glass); and

(2) maintain the structural integrity of the entire building.

In the event the Lessee causes any damages to the premises and thereafter refuses to remedy and repair such damages, the Lessor shall have the right to repair such damages at the sole expense of the Lessee.

The Lessor has the right to enter the premises and to take whatever steps are necessary to protect the same. Upon expiration or termination of this Lease Agreement for any reason, the Lessee shall surrender the premises to the Lessee in the same condition the premises were received at the beginning of the Lease Agreement, except for ordinary and normal wear and tear.

SECTION SEVEN
LESSOR'S EXISTING CONTRACTS AND LEASES

The Lessor stipulates that it has no existing or contingent contracts or obligations with any petroleum supplier or food or beverage vender which will be binding on the Lessee. The Lessee acknowledges and agrees that the Lessee will have to enter into contracts with petroleum suppliers and food and beverage venders. Furthermore, the Lessor stipulates that no other lessees have an interest in the leased real estate.

SECTION EIGHT
GOVERNMENTAL REQUIREMENTS

The Lessee shall maintain all gasoline pumps and related equipment on the premises in accordance with all applicable standards prescribed by any governmental entity, including but not limited to the S.C. Department of Health and Environmental Control. Furthermore, the Lessee shall conduct and maintain all gasoline readings required by any governmental entity, including but not limited to the S.C. Department of Health and Environmental Control.

SECTION NINE
ALTERATIONS

The Lessee may modify the premises, at the Lessee's sole expense, so long as such modifications, alterations, changes, and improvements reasonably relate to and enhance the premises and are consistent with the Lessee's continued use of the premises. However, prior to vacating the premises, the Lessee shall repair any damage done to the premises as a result of the modifications. Title to any modifications, alterations, changes, and improvements made by the Lessee shall, at the option of the Lessor, pass to the Lessor at the expiration or termination of this Lease Agreement. However, the Lessor may require the Lessee to remove any modifications, alterations, changes, and improvements upon the expiration or termination of the Lease Agreement.

SECTION TEN
PARKING SPACES

The Lessor shall designate parking spaces for the Lessee's employees and the Lessor and his employees, if any. Such parking spaces will be situated so as to not interfere with the Lessee's and the Lessor's customers who visit the premises. It is contemplated, though not guaranteed, that the Lessor may lease back a portion of the premises from the Lessee to conduct various business activities.

SECTION ELEVEN
RESTRICTION AGAINST MECHANICS' LIENS

The Lessee shall pay and settle all expenses and liabilities arising out of or in any way

connected with any and all construction, repairs, alterations, or maintenance related to the premises. The Lessee shall be responsible for all mechanics' and materialmen's liens, and all liens of a similar character, arising out of or growing out of the construction, repair, alteration, or maintenance of the premises, provided that the Lessee contracted for such goods or services.

SECTION TWELVE
ASSIGNMENT AND SUBLETTING

The Lessee shall not transfer and/or assign the Lessee's rights pursuant to this Lease Agreement or sublet the premises without the prior written consent of the Lessor, which consent will not be unreasonably withheld.

SECTION THIRTEEN
TAXES AND OTHER LIENS

The Lessee covenants and agrees to pay all sales taxes, personal property taxes, special assessments, business license fees, gasoline related taxes and fees, inventory assessments, and other taxes or fees which become due during the term of this Lease Agreement. The real property and personal property taxes for the year 2004 will be pro-rated between the Lessor and Lessee at the time the tax notice is received with the Lessor paying 5.5 months and the Lessee paying 6.5 months. The Lessee shall be responsible for all personal property and real property taxes during the remainder of this Lease Agreement..

SECTION FOURTEEN
INSURANCE

The Lessee shall purchase and pay for insurance to cover the real property and all of the personal property, equipment, and fixtures located in the premises, including fire and casualty insurance, in minimum amounts of $450,000 for the real estate and $50,000 for personal property, equipment, and fixtures. The Lessor shall be an additional named insured in each such policy or policies, and the Lessee shall provide the Lessor a certificate of insurance for each such policy or policies.

The Lessee shall purchase and maintain in full force general liability insurance adequate to protect against liability for claims arising from public use of the premises or arising out of any accident occurring in or around the premises, in the minimum amount of $1 million. The Lessor shall be an additional named insured in each such policy or policies, and the Lessee shall provide the Lessor a certificate of insurance for each such policy or policies. The Lessor shall not be liable for any damage to the person or property of the Lessee or the Lessee's employees, agents, invitees, or guests from perils customarily covered by the Lessee's general liability insurance.

The Lessee shall maintain worker's compensation insurance for the Lessee's employees if the Lessee maintains the number of employees which requires the Lessee to be covered by South

Carolina's worker's compensation laws. The Lessee shall provide the Lessor a certificate of insurance for each such policy.

SECTION FIFTEEN
DESTRUCTION OF OR DAMAGE TO PREMISES

If the premises shall be destroyed or damaged wholly or in part by fire, lightning, earthquake, windstorm, or any other such casualty to the extent that normal use and occupancy of the premises is substantially impaired, the Lessor, in the Lessor's sole discretion, may terminate this Lease Agreement or repair the damaged premises to make them useable. If the Lessor opts to repair the premises, the Lessee shall be allowed a rent reduction allowance during the period of time in which the premises are rendered un-usable as a result of fire, lightning, earthquake, windstorm, or any other such casualty. The Lessor shall not be responsible to the Lessee for damages or other loss, economic or otherwise, except by way of rent abatement during the period of actual uninhabitability caused by fire, lightning, earthquake, windstorm, or any other such casualty.

SECTION SIXTEEN
UTILITY BILLS

The Lessee promptly shall pay all bills for telephone service, water, sewer, gas, oil, electricity, and cable attributable to the premises during the term of this Lease Agreement.

SECTION SEVENTEEN
INDEMNITY

The Lessee agrees to indemnify and hold the Lessor harmless from any and all claims, legal or otherwise, which may arise against the Lessor which are in any way connected with the Lessee's use of the premises, including but not limited to any and all claims which may arise from, on, in, or about the premises when such claims arise out of or are caused in whole or in part by a defective, dangerous, or unsafe condition of the premises, equipment, fixtures, or appurtenances required to be maintained in good repair by the Lessee, and/or when such claims arise out of or are caused by the Lessee's negligence, intentional acts, or failure to perform the Lessee's obligations pursuant to this Lease Agreement.

The Lessor agrees to indemnify and hold the Lessee harmless from any and all claims, legal or otherwise, which may arise against the Lessee which are in any way connected with the Lessor's use of the premises prior to May 17, 2004, including but not limited to any and all claims which may arise from, on, in, or about the premises when such claims arise out of or are caused in whole or in part by a defective, dangerous, or unsafe condition of the premises, equipment, fixtures, or appurtenances required to be maintained in good repair by the Lessor, and/or when such claims arise out of or are caused by the Lessor's negligence or intentional acts.

SECTION EIGHTEEN

NOTICES

Notices required to be given pursuant to this Lease Agreement shall be given in writing by certified mail, return receipt requested, at these addresses

Lessor: 104 Cape Hatteras Court, Ninety Six, S.C. 29666

Lessee: 5201-A Old Laurens Road, Greenwood, South Carolina 29649

Notices are deemed validly given when mailed. If the Lessor or the Lessee shall change mailing addresses, the moving party shall notify in writing the other party of the moving party's new address.

SECTION NINETEEN
POSSESSION OF PREMISES

It is understood and agreed that upon the execution of this Lease Agreement and compliance with the terms stated herein, the Lessee shall be given possession of the premises on or about May 17, 2004.

SECTION TWENTY
BREACH BY LESSEE; DEFAULT

If the Lessee fails to pay when due any rental obligation payable to the Lessor pursuant to this Lease Agreement, or if the Lessee fails to observe or perform any of the provisions, obligations, and/or covenants required of the Lessee pursuant to the terms of this Lease Agreement, the Lessee shall be in default.

SECTION TWENTY-ONE
LESSOR'S REMEDIES

Upon any default involving the payment of rent, the Lessor shall provide the Lessee with written notice of default, and the Lessee shall have 15 days to cure said default. Upon any default not involving the payment of rent, the Lessor shall provide the Lessee with written notice of default, and the Lessee shall have 60 days to cure said default. If the Lessee does not cure the default within either the relevant 15-day or 60-day period, the Lessor may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies possessed by the Lessor in the State of South Carolina, including termination of the Lease Agreement (and termination of the Option to Purchase Real Estate entered into simultaneously with this Lease Agreement) and eviction in lieu of any outstanding indebtedness. If the Lessor terminates the Lease Agreement and/or the Option to Purchase Real Estate, the Lessee shall have 60 days from the cancellation date to purchase the real estate pursuant to the terms of the Option to Purchase Real Estate. For purposes of terminating the Lease Agreement, the Lessor or the

Lessor's representatives may enter the premises without the necessity of legal process, to the extent allowed by law.

SECTION TWENTY-TWO
MODIFICATION

No modification or amendment of this Lease Agreement shall be effective unless such modification or amendment shall be in writing and signed by all parties.

SECTION TWENTY-THREE
TIME OF THE ESSENCE; WAIVER

Time is of the essence of this Lease Agreement. However, no waiver of any breach of any covenant, agreement, or undertaking contained herein shall operate as a waiver of any subsequent breach of the same covenant, agreement, or undertaking or as a waiver of any breach of any other covenant, agreement, or undertaking. In the case of a breach by the Lessor or the Lessee of any covenant, agreement, or undertaking, the nonbreaching party may nevertheless accept from the other any payment or performance without waiving its right to exercise any right or remedy provided herein or otherwise, with respect to any such breach which was in existence at the time such payment or performance was accepted by it. No failure of the Lessor or the Lessee to exercise any power given herein or to insist upon strict compliance with any covenant, agreement, or undertaking contained herein, or to object to any custom or practice which varies from the terms hereof, shall constitute a waiver of such party's right to demand exact compliance with the terms of this Lease Agreement. The waiver by the Lessor or the Lessee of a breach of any covenant, agreement, or undertaking contained herein shall be made only by a written waiver in each case, and no such waiver shall operate or be construed as a waiver of any prior or subsequent breach.

SECTION TWENTY-FOUR
ATTORNEY FEES AND COSTS

If either the Lessor or the Lessee brings any suit or claim to enforce any of the terms of this Lease Agreement, or has to defend any suit or claim arising out of and in the course of the terms of this Lease Agreement, the prevailing party in such suit or claim shall be entitled to reasonable attorney fees and costs of litigation.

SECTION TWENTY-FIVE
ENTIRE AGREEMENT

This Lease Agreement – along with the Option to Purchase Real Property and Bill of Sale which the parties are entering into simultaneously with this Lease Agreement, the terms of which shall be incorporated into this Lease Agreement – express the entire understanding of the Lessor and the Lessee with regard to the lease of the premises, and there are no other written or oral agreements, warranties, covenants, or promises governing this Lease Agreement between the Lessor and the

Lessee except as set forth or referenced herein.

SECTION TWENTY-SIX
GOVERNING LAW; CHOICE OF VENUE

This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina, and all obligations of the Lessor and the Lessee created hereunder shall be performed in the State of South Carolina. Any legal or equitable claim based upon this Lease Agreement shall be filed and heard in Greenwood County, South Carolina. At the Lessor's sole discretion, any legal or equitable claim based upon this Lease Agreement may be heard and determined by an arbitrator, mediator, master in equity, or special referee in Greenwood County, South Carolina.

SECTION TWENTY-SEVEN
SEVERABILITY

If any provision of this Lease Agreement shall, to any extent, be held invalid, illegal, or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining part of such provision, and the validity, legality, and enforceability of the other provisions hereof, shall not be affected thereby, and each term, covenant, or condition shall be valid and enforced to the fullest extent permitted by law. If any such invalidity shall be caused by the length of any period of time, the size of any area, or the scope of activities set forth in any provision hereof, such period of time, such area, or such scope, or all, shall be considered to be reduced to a period, area, or scope which would cure such invalidity. Any provision of this Lease Agreement which is held invalid, illegal, or unenforceable in any jurisdiction shall not be deemed invalid, illegal, or unenforceable in any other jurisdiction.

SECTION TWENTY-EIGHT
COUNTERPARTS

This Lease Agreement may be executed in more than one counterpart, each such counterpart shall be deemed an original, and all such counterparts shall constitute one and the same agreement. This Lease Agreement shall be effective when executed by the Lessor and the Lessee, but the Lessor and the Lessee need not execute the original or the same counterpart.

SECTION TWENTY-NINE
CAPTIONS

The headings, titles, and captions of the Sections of this Lease Agreement are inserted only to facilitate reference. They shall not define, limit, extend, or describe the scope or intent of this Lease Agreement or any provision hereof, and they shall not constitute a part hereof or affect the meaning or interpretation of this Lease Agreement or any part hereof.

SECTION THIRTY
REMEDIES CUMULATIVE

Except as otherwise expressly provided herein, all rights, powers, and privileges conferred hereunder upon the Lessor or the Lessee shall be cumulative and not restrictive of those given by law. No remedy herein conferred is exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given by agreement or now or hereafter existing at law or in equity or by statute.

SECTION THIRTY-ONE
BINDING EFFECT

This Lease Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by and against the Lessor and the Lessee and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns. Nothing in this Lease Agreement, expressed or implied, is intended to or shall confer upon any person or business entity other than the Lessor and the Lessee, and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns, any rights, remedies, obligations, or liabilities.

SECTION THIRTY-TWO
FURTHER ASSURANCES

The Lessor and the Lessee will execute, deliver, acknowledge, or supply such further documents, instruments, and assurances as shall be reasonably necessary or appropriate to carry out the full intent and purposes of this Lease Agreement.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Lease Agreement in Greenwood County, South Carolina, as of the date first above written.

WITNESSES: (AS TO LESSOR)

T. SCOTT WARD

WITNESSES: (AS TO LESSEE)

MANI INVESTMENTS, LLC

By: Anjay R. Patel, member

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENWOOD)

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn, says that (s)he saw the within-named parties sign, seal, and as their act and deed deliver the within-written document and that (s)he with the other witness above witnessed the execution thereof.

Witness

SWORN to before me this 17
day of May, 2004.

Notary Public for South Carolina
My Commission Expires: 4-30-08

GUARANTY

The undersigned hereby jointly and severally guarantees the obligations of the Lessee contained in the foregoing Lease Agreement.

Anjay R. Patel

AMENDED COMPLAINT

EXHIBIT "D"

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

OPTION TO PURCHASE REAL PROPERTY

THIS OPTION TO PURCHASE REAL PROPERTY is made this 17th day of May, 2004, between T. SCOTT WARD (the "Optionor") and MANI INVESTMENTS, LLC, a South Carolina limited liability company (the"Optionee").

In consideration of the mutual covenants and obligations set out herein, the parties agree:

SECTION ONE
GRANT OF OPTION

In consideration of $100,000 and of other good and valuable consideration paid by the Optionee, which is non-refundable, the receipt of which is hereby acknowledged by the Optionor, the Optionor hereby grants to the Optionee the option (the "Option") to purchase the following real property:

TRACT 1:

All that piece, parcel or lot land, with the improvements thereon, lying and being situate in the County of Greenwood, State of South Carolina, containing 0.76 acres, more or less, and being shown on plat of survey prepared for Grover Kneece by Freeland Clinkscales & Rykard, Inc recorded in Plat Book 91 at Page 83 OCC for Greenwood County. For a more complete and accurate description of metes and bounds, reference is specifically made to the aforementioned plat.

This is the identical property conveyed by deed of Grover P. Kneece and Betty D. Kneece to T. Scott Ward dated August 10, 1998, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 533 at Page 198.

Property Address: 5201 Old Laurens Road, Greenwood, S.C. 29646

Tax Map Number: 6960-477-154

TRACT 2:

All and singular those certain pieces, parcels or lots of land, with improvements thereon, situate, lying and being in th County of Greenwood, State of South Carolina, being shown and depicted on plat of Newby-Proctor & Associates, from a survey dated March 15, 1997, a copy of which is recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 103, at Page 121. Said lots make up Lot B as shown on said plat and consist of a portion of Parcel 4, all of Lots 3, 2, 1, and 8 and the old abandoned highway right of way. Lot B contains .57 acres and is bound on the North by Lake Drive; on the East by Old Laurens Highway (S.C. 24-39); on the South by the

remainder of Parcel 4 and a portion of the old abandoned highway right of way being lands of Cobb; and on the West by Shoreline Drive.

This is the identical property conveyed by deed of James T. Milford to T. Scott Ward dated March 23, 2001, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 664 at Page 208.

Property Address: 5119 Old Laurens Road, Greenwood, S.C. 29646

Tax Map Number: 6960-478-135

SECTION TWO
TERM OF OPTION

This Option shall be effective beginning June 17, 2004, and shall end May 17, 2007. However, the Optionee shall not be entitled to exercise the Option under any circumstances while the Optionee is in breach or default for any reason under the Lease Agreement entered into by T. Scott Ward (the Lessor) and Jay Patel d/b/a Corner Stop Store (the Lessee) dated May 17, 2004.

SECTION THREE
EXERCISE OF OPTION; FAILURE TO EXERCISE OPTION

The Option may be exercised by the Optionee at any time during its term by written notice from the Optionee to the Optionor that the Optionee desires to exercise the Option. Such written notice shall specify the medium of payment of the Option price and the suggested date for closing the purchase transaction, which shall occur not sooner than 30 days and not later than 90 days subsequent to the date of written notice from the Optionee.

If the Optionee does not exercise the Option within the allotted time period, the Optionee can still exercise any rights it may have under any Lease Agreement then in effect between the Optionee/Lessee and the Optionor/Lessor, so long as the Optionee/Lessee is not in default of the terms of the Lease Agreement after being given opportunity to cure as provided in the Lease Agreement. The Optionee's failure to exercise the Option shall not affect the Optionee's rights under a Bill of Sale from One Stop Marina, Inc., dated May 17, 2004.

SECTION FOUR
OPTION PRICE

The Option price shall be $500,000, which shall accrue interest at the rate of 5.08 percent per annum. Such price shall be payable in full at the option of the Optionor in cash or certified funds. The Optionee shall pay or deliver 100 percent of the Option price on the day of closing against delivery to the Optionee of such appropriate bills of sale, assignments, or other documents as shall in the opinion of the Optionee transfer to the Optionee fee simple absolute marketable title in the

above-referenced real estate, free and clear of liens and encumbrances objectionable to the Optionee.

However, if the Optionee fully complies with the Lease Agreement executed simultaneously with this Option to Purchase Real Property, the Optionee's Option price shall be $427,100.87 if the Optionee exercises the Option on May 17, 2007, and $ 431,127.29 if the Optionee exercises the Option on May 17, 2007. If the Optionee desires to exercise the Option sooner than May 17, 2007, the Optionee may do so provided the Optionee pays the full amount due as of the date of closing plus interest in accordance with the amortization schedule attached as EXHIBIT A, the terms of which are incorporated herein. The amortization schedule shall credit the Optionee with payments made by the Lessee pursuant to the parties' Lease Agreement executed simultaneously with this Option to Purchase Real Property.

SECTION FIVE
NOTICES

Notices required to be given pursuant to this Option to Purchase Real Property shall be given in writing by certified mail, return receipt requested, at the addresses:

Optionor: 104 Cape Hatteras Court, Ninety Six, S.C. 29666

Optionee: 5201-A Old Laurens Road, Greenwood, S.C. 29649

Notices are deemed validly given when mailed. If the Optionor or the Optionee shall change mailing addresses, the moving party shall notify in writing the other party of the moving party's new address.

SECTION SIX
MODIFICATION

No modification or amendment of this Option to Purchase Real Property shall be effective unless such modification or amendment shall be in writing and signed by all parties.

SECTION SEVEN
BINDING EFFECT

This Option to Purchase Real Property shall be binding on and shall inure to the benefit of the parties and their heirs, successors, and assigns. Nothing in this Option to Purchase Real Property, expressed or implied, is intended to or shall confer upon any person or business entity other than the Optionor and the Optionee, and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns, any rights, remedies, obligations, or liabilities.

SECTION EIGHT
ENTIRE AGREEMENT

This Option to Purchase Real Property – along with the Lease Agreement and Bill of Sale which the parties are entering into simultaneously with this Option to Purchase Real Property, the terms of which shall be incorporated into this Option to Purchase Real Property – express the entire understanding of the Optionor and the Optionee with regard to the Option, and there are no other written or oral agreements, warranties, covenants, or promises governing this Option to Purchase Real Property between the Optionor and the Optionee except as set forth or referenced herein.

SECTION NINE
GOVERNING LAW; CHOICE OF VENUE

This Option to Purchase Real Property shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina, and all obligations of the Optionor and the Optionee created hereunder shall be performed in the State of South Carolina. Any legal or equitable claim based upon this Option to Purchase Real Property shall be filed and heard in the courts in Greenwood County, South Carolina. At the Optionor's sole discretion, any legal or equitable claim based upon this Option to Purchase Real Property may be heard and determined by an arbitrator, mediator, master in equity, or special referee in Greenwood County, South Carolina.

SECTION TEN
SEVERABILITY

If any provision of this Option to Purchase Real Property shall, to any extent, be held invalid, illegal, or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining part of such provision, and the validity, legality, and enforceability of the other provisions hereof, shall not be affected thereby, and each term, covenant, or condition shall be valid and enforced to the fullest extent permitted by law. If any such invalidity shall be caused by the length of any period of time, the size of any area, or the scope of activities set forth in any provision hereof, such period of time, such area, or such scope, or all, shall be considered to be reduced to a period, area, or scope which would cure such invalidity. Any provision of this Option to Purchase Real Property which is held invalid, illegal, or unenforceable in any jurisdiction shall not be deemed invalid, illegal, or unenforceable in any other jurisdiction.

SECTION ELEVEN
TIME OF THE ESSENCE; WAIVER

Time is of the essence of this Option to Purchase Real Property. However, no waiver of any breach of any covenant, agreement, or undertaking contained herein shall operate as a waiver of any subsequent breach of the same covenant, agreement, or undertaking or as a waiver of any breach of any other covenant, agreement, or undertaking. In the case of a breach by the Optionor or the Optionee of any covenant, agreement, or undertaking, the nonbreaching party may nevertheless

accept from the other any payment or performance without waiving its right to exercise any right or remedy provided herein or otherwise, with respect to any such breach which was in existence at the time such payment or performance was accepted by it. No failure of the Optionor or the Optionee to exercise any power given herein or to insist upon strict compliance with any covenant, agreement, or undertaking contained herein, or to object to any custom or practice which varies from the terms hereof, shall constitute a waiver of such party's right to demand exact compliance with the terms of this Option to Purchase Agreement. The waiver by the Optionor or the Optionee of a breach of any covenant, agreement, or undertaking contained herein shall be made only by a written waiver in each case, and no such waiver shall operate or be construed as a waiver of any prior or subsequent breach.

SECTION TWELVE
ATTORNEY FEES AND COSTS

If either the Optionor or the Optionee brings any suit or claim to enforce any of the terms of this Option to Purchase Real Property, or has to defend any suit or claim arising out of, in the course of, or related to the terms of this Option to Purchase Real Property, the prevailing party in such suit or claim shall be entitled to reasonable attorney fees and costs of litigation.

SECTION THIRTEEN
COUNTERPARTS

This Option to Purchase Real Property may be executed in more than one counterpart, each such counterpart shall be deemed an original, and all such counterparts shall constitute one and the same agreement. This Option to Purchase Real Property shall be effective when executed by the Optionor and the Optionee, but the Optionor and the Optionee need not execute the original or the same counterpart.

SECTION FOURTEEN
CAPTIONS

The headings, titles, and captions of the Sections of this Option to Purchase Real Property are inserted only to facilitate reference. They shall not define, limit, extend, or describe the scope or intent of this Option to Purchase Real Property or any provision hereof, and they shall not constitute a part hereof or affect the meaning or interpretation of this Option to Purchase Real Property or any part hereof.

SECTION FIFTEEN
REMEDIES CUMULATIVE

Except as otherwise expressly provided herein, all rights, powers, and privileges conferred hereunder upon the Optionor or the Optionee shall be cumulative and not restrictive of those given by law. No remedy herein conferred is exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given by agreement

or now or hereafter existing at law or in equity or by statute.

SECTION SIXTEEN
BINDING EFFECT

This Option to Purchase Real Property shall be binding upon, shall inure to the benefit of, and shall be enforceable by and against the Optionor and the Optionee and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns. Nothing in this Option to Purchase Real Property, expressed or implied, is intended to or shall confer upon any person or business entity other than the Optionor and the Optionee, and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns, any rights, remedies, obligations, or liabilities.

SECTION SEVENTEEN
FURTHER ASSURANCES

The Optionor and the Optionee will execute, deliver, acknowledge, or supply such further documents, instruments, and assurances as shall be reasonably necessary or appropriate to carry out the full intent and purposes of this Option to Purchase Real Property.

IN WITNESS WHEREOF, the Optionor and the Optionee have executed this Option to Purchase Real Property in Greenwood, South Carolina, as of the date first above written.

WITNESSES: (AS TO OPTIONOR)

T. SCOTT WARD

WITNESSES: (AS TO OPTIONEE)

MAMI INVESTMENTS, LLC

By: Anjay R. Patel, member

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn, says that (s)he saw the within-named parties sign, seal, and as their act and deed deliver the within-written document and that (s)he with the other witness above witnessed the execution thereof.

Witness

SWORN to before me this 17
day of May, 2004.

Notary Public for South Carolina
My Commission Expires: 4-30-08

EXHIBIT A

Pmt	Date	Principal	Interest	Bal
Bal	5/17/04	Opening Bal		500,0

Projected Payments

	6/1/04	Rate - 5.0580%	New Pmt -	3,96
1	6/17/04	1,861.50	2,107.50	498,13
2	7/17/04	1,869.36	2,099.86	496,26
3	8/17/04	1,877.23	2,091.77	494,38
4	9/17/04	1,885.14	2,083.86	492,50
5	10/17/04	1,893.08	2,075.92	490,61
6	11/17/04	1,901.06	2,067.94	488,71
7	12/17/04	1,909.08	2,059.92	486,80
8	1/17/05	1,917.12	2,051.88	484,886
9	2/17/05	1,925.20	2,043.80	482,961
10	3/17/05	1,933.32	2,035.68	481,027
11	4/17/05	1,941.47	2,027.53	479,086
12	5/17/05	1,949.65	2,019.35	477,136
13	6/17/05	1,957.87	2,011.13	475,178
14	7/17/05	1,966.12	2,002.88	473,212
15	8/17/05	1,974.41	1,994.59	471,238
16	9/17/05	1,982.73	1,986.27	469,256
17	10/17/05	1,991.09	1,977.91	467,264
18	11/17/05	1,999.48	1,969.52	465,265
19	12/17/05	2,007.91	1,961.09	463,257
20	1/17/06	2,016.37	1,952.63	461,240
21	2/17/06	2,024.87	1,944.13	459,215
22	3/17/06	2,033.40	1,935.60	457,182
23	4/17/06	2,041.96	1,927.02	455,140
24	5/17/06	2,050.56	1,918.42	453,089
25	6/17/06	2,059.23	1,909.77	451,030
26	7/17/06	2,067.91	1,901.09	448,962
27	8/17/06	2,076.62	1,892.38	446,886
28	9/17/06	2,085.37	1,883.63	444,800
29	10/17/06	2,094.16	1,874.84	442,706
30	11/17/06	2,102.99	1,866.01	440,603
31	12/17/06	2,111.86	1,857.14	438,491
32	1/17/07	2,120.76	1,848.24	436,371
33	2/17/07	2,129.70	1,839.30	434,241
34	3/17/07	2,138.67	1,830.33	432,102
35	4/17/07	2,147.69	1,821.31	429,955
36	5/17/07	429,955.03	1,812.29	0.0

Opening Date:	5/17/04
Loan Amount:	500,000.00
Payment Amount:	3,969.00
Current Interest Rate:	5.0580%
Original Length:	3 Years
Payment Frequency:	Monthly
Compounding Period:	Monthly
Balloon Amount:	431,767.29
Payee:	T. Scott Ward
Current Balance:	500,000.00
Remaining Pmts:	36
Final Pmt Date:	5/17/07

AMENDED COMPLAINT

EXHIBIT "E"

May 10 2007

Mr Scott Ward
104 Cape Hatteras Court
Ninety Six SC 29666

Ref Option to purchase 5201 Old Laurens Rd Greenwood

Dear Mr Ward

We at Mani One Inc Are writing to inform you that we are exercising our right to purchase above mentioned property as to our agreement dated 17 may 2004 with you. Enclosed please find a commitment letter from Small Business Lenders who are the bank that shall be providing the funds to us.
They have advised us that it would possibly take anyway from 60 to 120 days to close fund this loan and therefore we are requesting an extension on our lease agreement with you until we can close this transaction for a period of 60 to 120 days.
Your consideration to the above matter will be greatly appreciated. We will be awaiting your response promptly.

Sincerely Anjay Patel
Mani One Inc

AMENDED COMPLAINT

EXHIBIT "F"

May 17 2007

Mr Scott Ward
104 Cape Hatteras Court
Ninety Six SC 29666

Ref Option to purchase 5201 Old Laurens Rd Greenwood

Dear Mr Ward

Just to reiterate our discussion as to the above mentioned property you have agreed to extend the lease for a period of 60 days and will extend if needed for another 60 days giving a total of 120 days whereby we complete our purchase for the above mentioned property . I have signed and faxed you a copy of the lease you send to me . We shall try and have this transaction closed within this time frame. I have discussed it with Small Business lenders who are funding this transaction for us and they are going to try and do all they can to get it done.
Again thank you for time and consideration to this matter

Sincerely Yours Anjay Patel

Mani One Inc

AMENDED COMPLAINT

EXHIBIT "G"

STATE OF SOUTH CAROLINA)
) LEASE AGREEMENT
COUNTY OF GREENWOOD)

THIS LEASE AGREEMENT is made this 17th day of May, 2007, between T. SCOTT WARD (the "Lessor") and MANI INVESTMENTS, LLC, a South Carolina limited liability company (the "Lessee"), and ANJAY R. PATEL (the "Guarantor"). This Lease Agreement supersedes and terminates the Lease Agreement entered into between the parties on May 17, 2004.

SECTION ONE
DESCRIPTION OF PREMISES

The Lessor leases to the Lessee, and the Lessee leases from the Lessor, the real estate located at 5201 Old Laurens Road and 5119 Old Laurens Road in Greenwood, South Carolina. The real estate is described as follows:

TRACT 1:

All that piece, parcel or lot land, with the improvements thereon, lying and being situate in the County of Greenwood, State of South Carolina, containing 0.76 acres, more or less, and being shown on plat of survey prepared for Grover Kneece by Freeland-Clinkscales & Rykard, Inc. recorded in Plat Book 91 at Page 83 OCC for Greenwood County. For a more complete and accurate description of metes and bounds, reference is specifically made to the aforementioned plat.

This is the identical property conveyed by deed of Grover P. Kneece and Betty D. Kneece to T. Scott Ward dated August 10, 1998, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 533 at Page 198.

Tax Map Number: 6960-477-154

TRACT 2:

All and singular those certain pieces, parcels or lots of land, with improvements thereon, situate, lying and being in th County of Greenwood, State of South Carolina, being shown and depicted on plat of Newby-Proctor & Associates, from a survey dated March 15, 1997, a copy of which is recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 103, at Page 121. Said lots make up Lot B as shown on said plat and consist of a portion of Parcel 4, all of Lots 3, 2, 1, and 8 and the old abandoned highway right of way. Lot B contains .57 acres and is bound on the North by Lake Drive; on the East by Old Laurens Highway (S.C. 24-39); on the South by the remainder of Parcel 4 and a portion of the old abandoned highway right of way being lands of Cobb; and on the West by Shoreline Drive.

This is the identical property conveyed by deed of James T. Milford to T. Scott Ward dated March

23, 2001, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 66-I at Page 208.

Tax Map Number: 6960-478-135

SECTION TWO
TERM AND RENTAL

The term of this Lease Agreement is for two (2) months beginning May 18, 2007, and ending July 17, 2007. The Lessee shall pay the Lessor rent at the rate of $4,500.00 per month in advance on or before the 18th day of each month. The Lessee's first payment pursuant to this Lease Agreement is due not later than 5:00 p.m. on May 18, 2007, and the Lessee's second and final payment is due not later than 5:00 p.m. on June 18, 2007. If the Lessee fails to pay any rental obligation by the due date and time, the Lessee shall pay interest to the Lessor on all past-due rental obligations at the rate of 1.5 percent per month.

SECTION THREE
NEW LEASE OPTION

The Lessee shall notify the Lessor in writing if the Lessee desires to lease the premises for longer than two (2) months. The Lessee shall send such written notification to the Lessor on or before June 18, 2007. Upon receiving such written notification, the Lessor shall act in good faith in bargaining with the Lessee regarding the terms of a new Lease Agreement.

SECTION FOUR
TITLE AND ENJOYMENT

The Lessor covenants that the Lessee, upon paying the rental obligations provided for herein, and upon keeping, observing, and performing all other terms, covenants, and agreements herein required of the Lessee, shall peaceably and quietly have, hold, and enjoy the premises for the entire two (2) month term of this Lease Agreement, subject to the terms, covenants, and agreements provided for in this Lease Agreement.

SECTION FIVE
LESSEE'S OBLIGATIONS; DISCLOSURES

The Lessee shall:

(1) comply with all obligations primarily imposed upon lessees, including lessees of convenience stores and gasoline stations, by applicable provisions of any laws, ordinances, regulations, and codes materially affecting health and safety;

(2) keep the interior and exterior of the premises reasonably safe and reasonably clean;

(3) dispose from the premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner;

(4) keep all plumbing fixtures in the premises reasonably clean;

(5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances in the premises;

(6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the Lessee's permission or who is allowed access to the premises by the Lessee;

(7) maintain the floating docks, and the walkways to and from the docks, in a safe condition at all times;

(8) maintain petroleum product distribution readings in accordance with DHEC or other governmental standards, with or without the use of a vita-root; and

(9) comply with this Lease Agreement and rules and regulations.

The Lessee covenants that the premises shall be used solely for the maintenance and operation of a convenience store and gasoline station during such time the Lessee is in possession of the premises. The Lessee covenants not to use the premises for any illegal purpose or in any such manner as to violate any applicable and valid law, rule, or regulation of any governmental body; covenants to occupy and use the premises in a careful, safe, and proper manner; and covenants not to permit any waste to the premises.

Prior to the commencement of this Lease Agreement, all defects in, on, or surrounding the premises, if any, have been disclosed by the Lessor to the Lessee. The Lessee accepts the premises in and on an "as is" basis, without warranty or representation by the Lessor. The Lessor and the Lessee are both experienced in commercial business ventures and have negotiated the terms of this Lease Agreement at arm's-length with the assistance of legal counsel or with the opportunity to have consulted legal counsel.

SECTION SIX
REPAIRS

The Lessee covenants that the Lessee shall, at the Lessee's sole expense:

(1) maintain the interior of the premises, including equipment, fixtures, and furniture, in good order and repair;

(2) maintain any exterior signs and glass relating to the premises or convenience store

business in good order and repair;

(3) maintain the heating and air conditioning system in the premises in good order and repair;

(4) repair all broken glass, locks, lighting fixtures, and any other damages to the premises resulting from accidents and/or the Lessee's or its agents' or invitees' negligence or intentional acts. The Lessee shall submit all repair and upkeep invoices to the Lessor as requested;

(5) maintain the floating docks, and the walkways to and from the floating docks, in good order and repair;

(6) maintain all driveways, parking lots, and cement pads in good order and repair; and

(7) be responsible for all landscaping on the premises.

The Lessor covenants that the Lessor shall, at the Lessor's sole expense:

(1) maintain all exterior portions of the premises (with the exception of signs and glass); and

(2) maintain the structural integrity of the entire building.

In the event the Lessee causes any damages to the premises and thereafter refuses to remedy and repair such damages, the Lessor shall have the right to repair such damages at the sole expense of the Lessee.

The Lessor has the right to enter the premises and to take whatever steps are necessary to protect the same. Upon expiration or termination of this Lease Agreement for any reason, the Lessee shall surrender the premises to the Lessee in the same condition the premises were received at the beginning of the Lease Agreement, except for ordinary and normal wear and tear.

SECTION SEVEN
LESSOR'S EXISTING CONTRACTS AND LEASES

The Lessor stipulates that it has no existing or contingent contracts or obligations with any petroleum supplier or food or beverage vender which will be binding on the Lessee. The Lessee acknowledges and agrees that the Lessee will have to enter into contracts with petroleum suppliers and food and beverage venders. Furthermore, the Lessor stipulates that no other lessees have an interest in the leased real estate.

SECTION EIGHT
GOVERNMENTAL REQUIREMENTS

The Lessee shall maintain all gasoline pumps and related equipment on the premises in accordance with all applicable standards prescribed by any governmental entity, including but not limited to the S.C. Department of Health and Environmental Control. Furthermore, the Lessee shall conduct and maintain all gasoline readings required by any governmental entity, including but not limited to the S.C. Department of Health and Environmental Control

SECTION NINE
ALTERATIONS

The Lessee may modify the premises, at the Lessee's sole expense, so long as such modifications, alterations, changes, and improvements reasonably relate to and enhance the premises and are consistent with the Lessee's continued use of the premises. However, prior to vacating the premises, the Lessee shall repair any damage done to the premises as a result of the modifications. Title to any modifications, alterations, changes, and improvements made by the Lessee shall, at the option of the Lessor, pass to the Lessor at the expiration or termination of this Lease Agreement. However, the Lessor may require the Lessee to remove any modifications, alterations, changes, and improvements upon the expiration or termination of the Lease Agreement.

SECTION TEN
PARKING SPACES

The Lessor shall designate parking spaces for the Lessee's employees and the Lessor and his employees, if any. Such parking spaces will be situated so as to not interfere with the Lessee's and the Lessor's customers who visit the premises. It is contemplated, though not guaranteed, that the Lessor may lease back a portion of the premises from the Lessee to conduct various business activities.

SECTION ELEVEN
RESTRICTION AGAINST MECHANICS' LIENS

The Lessee shall pay and settle all expenses and liabilities arising out of or in any way connected with any and all construction, repairs, alterations, or maintenance related to the premises. The Lessee shall be responsible for all mechanics' and materialmen's liens, and all liens of a similar character, arising out of or growing out of the construction, repair, alteration, or maintenance of the premises, provided that the Lessee contracted for such goods or services.

SECTION TWELVE
ASSIGNMENT AND SUBLETTING

The Lessee shall not transfer and/or assign the Lessee's rights pursuant to this Lease

Agreement or sublet the premises without the prior written consent of the Lessor, which consent will not be unreasonably withheld.

SECTION THIRTEEN
TAXES AND OTHER LIENS

The Lessee covenants and agrees to pay all sales taxes, personal property taxes, special assessments, business license fees, gasoline related taxes and fees, inventory assessments, and other taxes or fees which become due during the term of this Lease Agreement. The Lessor shall pay all real property taxes which become due during the term of this Lease Agreement.

SECTION FOURTEEN
INSURANCE

The Lessee shall purchase and pay for insurance to cover the real property and all of the personal property, equipment, and fixtures located in the premises, including fire and casualty insurance, in minimum amounts of $450,000.00 for the real estate and $50,000.00 for personal property, equipment, and fixtures. The Lessor shall be an additional named insured in each such policy or policies, and the Lessee shall provide the Lessor a certificate of insurance for each such policy or policies.

The Lessee shall purchase and maintain in full force general liability insurance adequate to protect against liability for claims arising from public use of the premises or arising out of any accident occurring in or around the premises, in the minimum amount of $1 million. The Lessor shall be an additional named insured in each such policy or policies, and the Lessee shall provide the Lessor a certificate of insurance for each such policy or policies. The Lessor shall not be liable for any damage to the person or property of the Lessee or the Lessee's employees, agents, invitees, or guests from perils customarily covered by the Lessee's general liability insurance.

The Lessee shall maintain worker's compensation insurance for the Lessee's employees if the Lessee maintains the number of employees which requires the Lessee to be covered by South Carolina's worker's compensation laws. The Lessee shall provide the Lessor a certificate of insurance for each such policy.

SECTION FIFTEEN
DESTRUCTION OF OR DAMAGE TO PREMISES

If the premises shall be destroyed or damaged wholly or in part by fire, lightning, earthquake, windstorm, or any other such casualty to the extent that normal use and occupancy of the premises is substantially impaired, the Lessor, in the Lessor's sole discretion, may terminate this Lease Agreement or repair the damaged premises to make them useable. If the Lessor opts to repair the premises, the Lessee shall be allowed a rent reduction allowance during the period of time in which the premises are rendered un-usable as a result of fire, lightning, earthquake, windstorm, or any other

such casualty. The Lessor shall not be responsible to the Lessee for damages or other loss, economic or otherwise, except by way of rent abatement during the period of actual uninhabitability caused by fire, lightning, earthquake, windstorm, or any other such casualty.

SECTION SIXTEEN
UTILITY BILLS

The Lessee promptly shall pay all bills for telephone service, water, sewer, gas, oil, electricity, and cable attributable to the premises during the term of this Lease Agreement.

SECTION SEVENTEEN
INDEMNITY

The Lessee agrees to indemnify and hold the Lessor harmless from any and all claims, legal or otherwise, which may arise against the Lessor which are in any way connected with the Lessee's use of the premises, including but not limited to any and all claims which may arise from, on, in or about the premises when such claims arise out of or are caused in whole or in part by a defective, dangerous, or unsafe condition of the premises, equipment, fixtures, or appurtenances required to be maintained in good repair by the Lessee, and/or when such claims arise out of or are caused by the Lessee's negligence, intentional acts, or failure to perform the Lessee's obligations pursuant to this Lease Agreement.

SECTION EIGHTEEN
NOTICES

Notices required to be given pursuant to this Lease Agreement shall be given in writing by certified mail, return receipt requested, at these addresses:

Lessor: 302 Gentry Run, Greenwood, S.C. 29649

Lessee: ~~620 A Old Laurens Road, Greenwood, S.C. 29649~~
731 Chesnee Hwy Lyman Greenwood SC 29341

Notices are deemed validly given when mailed. If the Lessor or the Lessee shall change mailing addresses, the moving party shall notify in writing the other party of the moving party's new address.

SECTION NINETEEN
POSSESSION OF PREMISES

It is understood and agreed that upon the execution of this Lease Agreement and compliance with the terms stated herein, the Lessee shall be given possession of the premises on or about May 18, 2007.

SECTION TWENTY
BREACH BY LESSEE; DEFAULT

If the Lessee fails to pay when due any rental obligation payable to the Lessor pursuant to this Lease Agreement, or if the Lessee fails to observe or perform any of the provisions, obligations, and/or covenants required of the Lessee pursuant to the terms of this Lease Agreement, the Lessee shall be in default.

SECTION TWENTY-ONE
LESSOR'S REMEDIES

Upon any default involving the payment of rent, the Lessor shall provide the Lessee with written notice of default, and the Lessee shall have five (5) days to cure said default. Upon any default not involving the payment of rent, the Lessor shall provide the Lessee with written notice of default, and the Lessee shall have 10 days to cure said default. If the Lessee does not cure the default within either the relevant five (5) day or 10-day period, the Lessor may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies possessed by the Lessor in the State of South Carolina, including termination of the Lease Agreement (and termination of the Option to Purchase Real Estate entered into on May 17, 2004) and eviction in lieu of any outstanding indebtedness. For purposes of terminating the Lease Agreement, the Lessor or the Lessor's representatives may enter the premises without the necessity of legal process, to the extent allowed by law.

SECTION TWENTY-TWO
MODIFICATION

No modification or amendment of this Lease Agreement shall be effective unless such modification or amendment shall be in writing and signed by all parties.

SECTION TWENTY-THREE
TIME OF THE ESSENCE; WAIVER

Time is of the essence of this Lease Agreement. However, no waiver of any breach of any covenant, agreement, or undertaking contained herein shall operate as a waiver of any subsequent breach of the same covenant, agreement, or undertaking or as a waiver of any breach of any other covenant, agreement, or undertaking. In the case of a breach by the Lessor or the Lessee of any covenant, agreement, or undertaking, the nonbreaching party may nevertheless accept from the other any payment or performance without waiving its right to exercise any right or remedy provided herein or otherwise, with respect to any such breach which was in existence at the time such payment or performance was accepted by it. No failure of the Lessor or the Lessee to exercise any power given herein or to insist upon strict compliance with any covenant, agreement, or undertaking contained herein, or to object to any custom or practice which varies from the terms hereof, shall constitute a waiver of such party's right to demand exact compliance with the terms of this Lease

Agreement. The waiver by the Lessor or the Lessee of a breach of any covenant, agreement, or undertaking contained herein shall be made only by a written waiver in each case, and no such waiver shall operate or be construed as a waiver of any prior or subsequent breach.

SECTION TWENTY-FOUR
ATTORNEY FEES AND COSTS

If either the Lessor or the Lessee brings any suit or claim to enforce any of the terms of this Lease Agreement, or has to defend any suit or claim arising out of and in the course of the terms of this Lease Agreement, the prevailing party in such suit or claim shall be entitled to reasonable attorney fees and costs of litigation.

SECTION TWENTY-FIVE
ENTIRE AGREEMENT

This Lease Agreement expresses the entire understanding of the Lessor and the Lessee with regard to the lease of the premises, and there are no other written or oral agreements, warranties, covenants, or promises governing this Lease Agreement between the Lessor and the Lessee except as set forth or referenced herein.

SECTION TWENTY-SIX
GOVERNING LAW; CHOICE OF VENUE

This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina, and all obligations of the Lessor and the Lessee created hereunder shall be performed in the State of South Carolina. Any legal or equitable claim based upon this Lease Agreement shall be filed and heard in Greenwood County, South Carolina. At the Lessor's sole discretion, any legal or equitable claim based upon this Lease Agreement may be heard and determined by an arbitrator, mediator, master in equity, or special referee in Greenwood County, South Carolina.

SECTION TWENTY-SEVEN
SEVERABILITY

If any provision of this Lease Agreement shall, to any extent, be held invalid, illegal, or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining part of such provision, and the validity, legality, and enforceability of the other provisions hereof, shall not be affected thereby, and each term, covenant, or condition shall be valid and enforced to the fullest extent permitted by law. If any such invalidity shall be caused by the length of any period of time, the size of any area, or the scope of activities set forth in any provision hereof, such period of time, such area, or such scope, or all, shall be considered to be reduced to a period, area, or scope which would cure such invalidity. Any provision of this Lease Agreement which is held invalid, illegal, or unenforceable in any jurisdiction shall not be deemed invalid, illegal, or unenforceable in any

other jurisdiction.

SECTION TWENTY-EIGHT
COUNTERPARTS

This Lease Agreement may be executed in more than one counterpart, each such counterpart shall be deemed an original, and all such counterparts shall constitute one and the same agreement. This Lease Agreement shall be effective when executed by the Lessor and the Lessee, but the Lessor and the Lessee need not execute the original or the same counterpart.

SECTION TWENTY-NINE
CAPTIONS

The headings, titles, and captions of the Sections of this Lease Agreement are inserted only to facilitate reference. They shall not define, limit, extend, or describe the scope or intent of this Lease Agreement or any provision hereof, and they shall not constitute a part hereof or affect the meaning or interpretation of this Lease Agreement or any part hereof.

SECTION THIRTY
REMEDIES CUMULATIVE

Except as otherwise expressly provided herein, all rights, powers, and privileges conferred hereunder upon the Lessor or the Lessee shall be cumulative and not restrictive of those given by law. No remedy herein conferred is exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given by agreement or now or hereafter existing at law or in equity or by statute.

SECTION THIRTY-ONE
BINDING EFFECT

This Lease Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by and against the Lessor and the Lessee and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns. Nothing in this Lease Agreement, expressed or implied, is intended to or shall confer upon any person or business entity other than the Lessor and the Lessee, and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns, any rights, remedies, obligations, or liabilities.

SECTION THIRTY-TWO
FURTHER ASSURANCES

The Lessor and the Lessee will execute, deliver, acknowledge, or supply such further documents, instruments, and assurances as shall be reasonably necessary or appropriate to carry out the full intent and purposes of this Lease Agreement.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Lease Agreement as of the date first above written.

WITNESSES: (AS TO LESSOR)

T. SCOTT WARD

WITNESSES: (AS TO LESSEE)

MANI INVESTMENTS, LLC

By: ANJAY R. PATEL, member

PERSONAL GUARANTY

The undersigned hereby jointly and severally guarantees the obligations of the Lessee contained in the foregoing Lease Agreement.

ANJAY R. PATEL

AMENDED COMPLAINT

EXHIBIT "H"

STATE OF SOUTH CAROLINA)
) LEASE AGREEMENT
COUNTY OF GREENWOOD)

THIS LEASE AGREEMENT is made this 19th day of July, 2007, between T. SCOTT WARD (the "Lessor") and MANI INVESTMENTS, LLC, a South Carolina limited liability company (the "Lessee"), and ANJAY R. PATEL (the "Guarantor"). This Lease Agreement supersedes and terminates the Lease Agreement entered into between the parties on or about May 17, 2007.

SECTION ONE
DESCRIPTION OF PREMISES

The Lessor leases to the Lessee, and the Lessee leases from the Lessor, the real estate located at 5201 Old Laurens Road and 5119 Old Laurens Road in Greenwood, South Carolina. The real estate is described as follows:

TRACT 1:

All that piece, parcel or lot land, with the improvements thereon, lying and being situate in the County of Greenwood, State of South Carolina, containing 0.76 acres, more or less, and being shown on plat of survey prepared for Grover Kneece by Freeland-Clinkscales & Bykard, Inc. recorded in Plat Book 91 at Page 83 OCC for Greenwood County. For a more complete and accurate description of metes and bounds, reference is specifically made to the aforementioned plat.

This is the identical property conveyed by deed of Grover P. Kneece and Betty D. Kneece to T. Scott Ward dated August 10, 1998, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 533 at Page 198.

Tax Map Number: 6960-477-154

TRACT 2:

All and singular those certain pieces, parcels or lots of land, with improvements thereon, situate, lying and being in th County of Greenwood, State of South Carolina, being shown and depicted on plat of Newby-Proctor & Associates, from a survey dated March 15, 1997, a copy of which is recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 103, at Page 121. Said lots make up Lot B as shown on said plat and consist of a portion of Parcel 4, all of Lots 3, 2, 1, and 8 and the old abandoned highway right of way. Lot B contains .57 acres and is bound on the North by Lake Drive; on the East by Old Laurens Highway (S.C 24-39); on the South by the remainder of Parcel 4 and a portion of the old abandoned highway right of way being lands of Cobb; and on the West by Shoreline Drive.

This is the identical property conveyed by deed of James T. Milford to T. Scott Ward dated March

23, 2001, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 664 at Page 208.

Tax Map Number: 6960-478-135

SECTION TWO
TERM AND RENTAL

The term of this Lease Agreement is for two (2) months beginning July 19, 2007, and ending September 17, 2007. The Lessee shall pay the Lessor rent at the rate of $4,500.00 per month in advance on or before the 19th day of each month. The Lessee's first payment pursuant to this Lease Agreement is due not later than 5:00 p.m. on July 19, 2007, and the Lessee's second and final payment is due not later than 5:00 p.m. on August 19, 2007. If the Lessee fails to pay any rental obligation by the due date and time, the Lessee shall pay interest to the Lessor on all past-due rental obligations at the rate of 1.5 percent per month.

SECTION THREE
TITLE AND ENJOYMENT

The Lessor covenants that the Lessee, upon paying the rental obligations provided for herein, and upon keeping, observing, and performing all other terms, covenants, and agreements herein required of the Lessee, shall peaceably and quietly have, hold, and enjoy the premises for the entire two (2) month term of this Lease Agreement, subject to the terms, covenants, and agreements provided for in this Lease Agreement.

SECTION FOUR
LESSEE'S OBLIGATIONS; DISCLOSURES

The Lessee shall:

(1) comply with all obligations primarily imposed upon lessees, including lessees of convenience stores and gasoline stations, by applicable provisions of any laws, ordinances, regulations, and codes materially affecting health and safety;

(2) keep the interior and exterior of the premises reasonably safe and reasonably clean;

(3) dispose from the premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner;

(4) keep all plumbing fixtures in the premises reasonably clean;

(5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances in the premises;

(6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the Lessee's permission or who is allowed access to the premises by the Lessee;

(7) maintain the floating docks, and the walkways to and from the docks, in a safe condition at all times;

(8) maintain petroleum product distribution readings in accordance with DHEC or other governmental standards, with or without the use of a vita-root; and

(9) comply with this Lease Agreement and rules and regulations.

The Lessee covenants that the premises shall be used solely for the maintenance and operation of a convenience store and gasoline station during such time the Lessee is in possession of the premises. The Lessee covenants not to use the premises for any illegal purpose or in any such manner as to violate any applicable and valid law, rule, or regulation of any governmental body; covenants to occupy and use the premises in a careful, safe, and proper manner; and covenants not to permit any waste to the premises.

Prior to the commencement of this Lease Agreement, all defects in, on, or surrounding the premises, if any, have been disclosed by the Lessor to the Lessee. The Lessee accepts the premises in and on an "as is" basis, without warranty or representation by the Lessor. The Lessor and the Lessee are both experienced in commercial business ventures and have negotiated the terms of this Lease Agreement at arm's length with the assistance of legal counsel or with the opportunity to have consulted legal counsel.

SECTION FIVE
REPAIRS

The Lessee covenants that the Lessee shall, at the Lessee's sole expense:

(1) maintain the interior of the premises, including equipment, fixtures, and furniture, in good order and repair;

(2) maintain any exterior signs and glass relating to the premises or convenience store business in good order and repair;

(3) maintain the heating and air conditioning system in the premises in good order and repair;

(4) repair all broken glass, locks, lighting fixtures, and any other damages to the premises resulting from accidents and/or the Lessee's or its agents' or invitees' negligence or intentional acts.

The Lessee shall submit all repair and upkeep invoices to the Lessor as requested;

(5) maintain the floating docks, and the walkways to and from the floating docks, in good order and repair;

(6) maintain all driveways, parking lots, and cement pads in good order and repair; and

(7) be responsible for all landscaping on the premises.

The Lessor covenants that the Lessor shall, at the Lessor's sole expense:

(1) maintain all exterior portions of the premises (with the exception of signs and glass); and

(2) maintain the structural integrity of the entire building.

In the event the Lessee causes any damages to the premises and thereafter refuses to remedy and repair such damages, the Lessor shall have the right to repair such damages at the sole expense of the Lessee.

The Lessor has the right to enter the premises and to take whatever steps are necessary to protect the same. Upon expiration or termination of this Lease Agreement for any reason, the Lessee shall surrender the premises to the Lessee in the same condition the premises were received at the beginning of the Lease Agreement, except for ordinary and normal wear and tear.

SECTION SIX
LESSOR'S EXISTING CONTRACTS AND LEASES

The Lessor stipulates that it has no existing or contingent contracts or obligations with any petroleum supplier or food or beverage vender which will be binding on the Lessee. The Lessee acknowledges and agrees that the Lessee will have to enter into contracts with petroleum suppliers and food and beverage venders. Furthermore, the Lessor stipulates that no other lessees have an interest in the leased real estate.

SECTION SEVEN
GOVERNMENTAL REQUIREMENTS

The Lessee shall maintain all gasoline pumps and related equipment on the premises in accordance with all applicable standards prescribed by any governmental entity, including but not limited to the S.C. Department of Health and Environmental Control. Furthermore, the Lessee shall conduct and maintain all gasoline readings required by any governmental entity, including but not limited to the S.C. Department of Health and Environmental Control.

SECTION EIGHT
ALTERATIONS

The Lessee may modify the premises, at the Lessee's sole expense, so long as such modifications, alterations, changes, and improvements reasonably relate to and enhance the premises and are consistent with the Lessee's continued use of the premises. However, prior to vacating the premises, the Lessee shall repair any damage done to the premises as a result of the modifications. Title to any modifications, alterations, changes, and improvements made by the Lessee shall, at the option of the Lessor, pass to the Lessor at the expiration or termination of this Lease Agreement. However, the Lessor may require the Lessee to remove any modifications, alterations, changes, and improvements upon the expiration or termination of the Lease Agreement.

SECTION NINE
PARKING SPACES

The Lessor shall designate parking spaces for the Lessee's employees and the Lessor and his employees, if any. Such parking spaces will be situated so as to not interfere with the Lessee's and the Lessor's customers who visit the premises. It is contemplated, though not guaranteed, that the Lessor may lease back a portion of the premises from the Lessee to conduct various business activities.

SECTION TEN
RESTRICTION AGAINST MECHANICS' LIENS

The Lessee shall pay and settle all expenses and liabilities arising out of or in any way connected with any and all construction, repairs, alterations, or maintenance related to the premises. The Lessee shall be responsible for all mechanics' and materialmen's liens, and all liens of a similar character, arising out of or growing out of the construction, repair, alteration, or maintenance of the premises, provided that the Lessee contracted for such goods or services.

SECTION ELEVEN
ASSIGNMENT AND SUBLETTING

The Lessee shall not transfer and/or assign the Lessee's rights pursuant to this Lease Agreement or sublet the premises without the prior written consent of the Lessor, which consent will not be unreasonably withheld.

SECTION TWELVE
TAXES AND OTHER LIENS

The Lessee covenants and agrees to pay all sales taxes, personal property taxes, special assessments, business license fees, gasoline related taxes and fees, inventory assessments, and other taxes or fees which become due during the term of this Lease Agreement. The Lessor shall pay all

real property taxes which become due during the term of this Lease Agreement.

SECTION THIRTEEN
INSURANCE

The Lessee shall purchase and pay for insurance to cover the real property and all of the personal property, equipment, and fixtures located in the premises, including fire and casualty insurance, in minimum amounts of $450,000.00 for the real estate and $50,000.00 for personal property, equipment, and fixtures. The Lessor shall be an additional named insured in each such policy or policies, and the Lessee shall provide the Lessor a certificate of insurance for each such policy or policies.

The Lessee shall purchase and maintain in full force general liability insurance adequate to protect against liability for claims arising from public use of the premises or arising out of any accident occurring in or around the premises, in the minimum amount of $1 million. The Lessor shall be an additional named insured in each such policy or policies, and the Lessee shall provide the Lessor a certificate of insurance for each such policy or policies. The Lessor shall not be liable for any damage to the person or property of the Lessee or the Lessee's employees, agents, invitees, or guests from perils customarily covered by the Lessee's general liability insurance.

The Lessee shall maintain worker's compensation insurance for the Lessee's employees if the Lessee maintains the number of employees which requires the Lessee to be covered by South Carolina's worker's compensation laws. The Lessee shall provide the Lessor a certificate of insurance for each such policy.

SECTION FOURTEEN
DESTRUCTION OF OR DAMAGE TO PREMISES

If the premises shall be destroyed or damaged wholly or in part by fire, lightning, earthquake, windstorm, or any other such casualty to the extent that normal use and occupancy of the premises is substantially impaired, the Lessor, in the Lessor's sole discretion, may terminate this Lease Agreement or repair the damaged premises to make them useable. If the Lessor opts to repair the premises, the Lessee shall be allowed a rent reduction allowance during the period of time in which the premises are rendered un-usable as a result of fire, lightning, earthquake, windstorm, or any other such casualty. The Lessor shall not be responsible to the Lessee for damages or other loss, economic or otherwise, except by way of rent abatement during the period of actual uninhabitability caused by fire, lightning, earthquake, windstorm, or any other such casualty.

SECTION FIFTEEN
UTILITY BILLS

The Lessee promptly shall pay all bills for telephone service, water, sewer, gas, oil, electricity, and cable attributable to the premises during the term of this Lease Agreement.

SECTION SIXTEEN
INDEMNITY

The Lessee agrees to indemnify and hold the Lessor harmless from any and all claims, legal or otherwise, which may arise against the Lessor which are in any way connected with the Lessee's use of the premises, including but not limited to any and all claims which may arise from, on, in, or about the premises when such claims arise out of or are caused in whole or in part by a defective, dangerous, or unsafe condition of the premises, equipment, fixtures, or appurtenances required to be maintained in good repair by the Lessee, and/or when such claims arise out of or are caused by the Lessee's negligence, intentional acts, or failure to perform the Lessee's obligations pursuant to this Lease Agreement.

SECTION SEVENTEEN
NOTICES

Notices required to be given pursuant to this Lease Agreement shall be given in writing by certified mail, return receipt requested, at these addresses:

Lessor: 302 Gentry Run, Greenwood, S.C. 29649

Lessee: 5201-A Old Laurens Road, Greenwood, S.C. 29649

Notices are deemed validly given when mailed. If the Lessor or the Lessee shall change mailing addresses, the moving party shall notify in writing the other party of the moving party's new address.

SECTION EIGHTEEN
POSSESSION OF PREMISES

It is understood and agreed that upon the execution of this Lease Agreement and compliance with the terms stated herein, the Lessee shall be given possession of the premises on or about July 19, 2007.

SECTION NINETEEN
BREACH BY LESSEE; DEFAULT

If the Lessee fails to pay when due any rental obligation payable to the Lessor pursuant to this Lease Agreement, or if the Lessee fails to observe or perform any of the provisions, obligations, and/or covenants required of the Lessee pursuant to the terms of this Lease Agreement, the Lessee shall be in default.

SECTION TWENTY
LESSOR'S REMEDIES

Upon any default involving the payment of rent, the Lessor shall provide the Lessee with written notice of default, and the Lessee shall have five (5) days to cure said default. Upon any default not involving the payment of rent, the Lessor shall provide the Lessee with written notice of default, and the Lessee shall have 10 days to cure said default. If the Lessee does not cure the default within either the relevant five (5) day or 10-day period, the Lessor may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies possessed by the Lessor in the State of South Carolina, including termination of the Lease Agreement (and termination of the Option to Purchase Real Estate entered into on May 17, 2004) and eviction in lieu of any outstanding indebtedness. For purposes of terminating the Lease Agreement, the Lessor or the Lessor's representatives may enter the premises without the necessity of legal process, to the extent allowed by law.

SECTION TWENTY-ONE
MODIFICATION

No modification or amendment of this Lease Agreement shall be effective unless such modification or amendment shall be in writing and signed by all parties.

SECTION TWENTY-TWO
TIME OF THE ESSENCE; WAIVER

Time is of the essence of this Lease Agreement. However, no waiver of any breach of any covenant, agreement, or undertaking contained herein shall operate as a waiver of any subsequent breach of the same covenant, agreement, or undertaking or as a waiver of any breach of any other covenant, agreement, or undertaking. In the case of a breach by the Lessor or the Lessee of any covenant, agreement, or undertaking, the nonbreaching party may nevertheless accept from the other any payment or performance without waiving its right to exercise any right or remedy provided herein or otherwise, with respect to any such breach which was in existence at the time such payment or performance was accepted by it. No failure of the Lessor or the Lessee to exercise any power given herein or to insist upon strict compliance with any covenant, agreement, or undertaking contained herein, or to object to any custom or practice which varies from the terms hereof, shall constitute a waiver of such party's right to demand exact compliance with the terms of this Lease Agreement. The waiver by the Lessor or the Lessee of a breach of any covenant, agreement, or undertaking contained herein shall be made only by a written waiver in each case, and no such waiver shall operate or be construed as a waiver of any prior or subsequent breach.

SECTION TWENTY-THREE
ATTORNEY FEES AND COSTS

If either the Lessor or the Lessee brings any suit or claim to enforce any of the terms of this

Lease Agreement, or has to defend any suit or claim arising out of and in the course of the terms of this Lease Agreement, the prevailing party in such suit or claim shall be entitled to reasonable attorney fees and costs of litigation.

SECTION TWENTY-FOUR
ENTIRE AGREEMENT

This Lease Agreement expresses the entire understanding of the Lessor and the Lessee with regard to the lease of the premises, and there are no other written or oral agreements, warranties, covenants, or promises governing this Lease Agreement between the Lessor and the Lessee except as set forth or referenced herein.

SECTION TWENTY-FIVE
GOVERNING LAW; CHOICE OF VENUE

This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina, and all obligations of the Lessor and the Lessee created hereunder shall be performed in the State of South Carolina. Any legal or equitable claim based upon this Lease Agreement shall be filed and heard in Greenwood County, South Carolina. At the Lessor's sole discretion, any legal or equitable claim based upon this Lease Agreement may be heard and determined by an arbitrator, mediator, master in equity, or special referee in Greenwood County, South Carolina.

SECTION TWENTY-SIX
SEVERABILITY

If any provision of this Lease Agreement shall, to any extent, be held invalid, illegal, or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining part of such provision, and the validity, legality, and enforceability of the other provisions hereof, shall not be affected thereby, and each term, covenant, or condition shall be valid and enforced to the fullest extent permitted by law. If any such invalidity shall be caused by the length of any period of time, the size of any area, or the scope of activities set forth in any provision hereof, such period of time, such area, or such scope, or all, shall be considered to be reduced to a period, area, or scope which would cure such invalidity. Any provision of this Lease Agreement which is held invalid, illegal, or unenforceable in any jurisdiction shall not be deemed invalid, illegal, or unenforceable in any other jurisdiction.

SECTION TWENTY-SEVEN
COUNTERPARTS

This Lease Agreement may be executed in more than one counterpart, each such counterpart shall be deemed an original, and all such counterparts shall constitute one and the same agreement. This Lease Agreement shall be effective when executed by the Lessor and the Lessee, but the Lessor

and the Lessee need not execute the original or the same counterpart.

SECTION TWENTY-EIGHT
CAPTIONS

The headings, titles, and captions of the Sections of this Lease Agreement are inserted only to facilitate reference. They shall not define, limit, extend, or describe the scope or intent of this Lease Agreement or any provision hereof, and they shall not constitute a part hereof or affect the meaning or interpretation of this Lease Agreement or any part hereof.

SECTION TWENTY-NINE
REMEDIES CUMULATIVE

Except as otherwise expressly provided herein, all rights, powers, and privileges conferred hereunder upon the Lessor or the Lessee shall be cumulative and not restrictive of those given by law. No remedy herein conferred is exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given by agreement or now or hereafter existing at law or in equity or by statute.

SECTION THIRTY
BINDING EFFECT

This Lease Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by and against the Lessor and the Lessee and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns. Nothing in this Lease Agreement, expressed or implied, is intended to or shall confer upon any person or business entity other than the Lessor and the Lessee, and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns, any rights, remedies, obligations, or liabilities.

SECTION THIRTY-ONE
FURTHER ASSURANCES

The Lessor and the Lessee will execute, deliver, acknowledge, or supply such further documents, instruments, and assurances as shall be reasonably necessary or appropriate to carry out the full intent and purposes of this Lease Agreement.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Lease Agreement as of the date first above written.

WITNESSES: (AS TO LESSOR)

T. SCOTT WARD

WITNESSES: (AS TO LESSEE)

MANI INVESTMENTS, LLC

By: ANJAY R. PATEL, member

PERSONAL GUARANTY

The undersigned hereby jointly and severally guarantees the obligations of the Lessee contained in the foregoing Lease Agreement.

ANJAY R. PATEL

AMENDED COMPLAINT

EXHIBIT "I"

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

August 27, 2007

Anjay R. Patel
Mani One, Inc. d/b/a Corner Stop 41
731 Chesnee Highway
Gaffney, S.C. 29341

Re: option to purchase and lease with T. Scott Ward

Dear Jay:

Please take notice that, pursuant to the Option to Purchase Real Property dated May 17, 2004; Lease Agreement dated May 17, 2004; Lease Agreement dated May 17, 2007; and Lease Agreement dated July 19, 2007, you are hereby notified to remove yourself and your personal property and inventory from the premises located on Old Laurens Road in Greenwood, S.C., by midnight on September 17, 2007. I'm not willing to extend your lease agreement. I'm sorry that you have failed to exercise your option to buy the property within the terms of the Option to Purchase Real Property. I have taken steps to improve and re-lease the premised beginning September 18, 2007. I will be changing the locks on the building on the morning of September 18, 2007. Section 20 of the most recent Lease Agreement provides that I may enter the premises without the necessity of legal process in order to terminate the lease. For your convenience, I have provided copies of all documents referenced in this letter.

Thank you for your assistance and cooperation.

Very truly yours,

T. Scott Ward

AMENDED COMPLAINT

EXHIBIT "J"

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

AFFIDAVIT OF STEVEN M. QUERIN

Personally appeared before me Steven M. Querin, who being duly sworn, deposes, attests, and states the following:

1. My name is Steven M. Querin and I am a partner with the Johnson, Smith, Hibbard & Wildman Law Firm in Spartanburg, SC (the "Firm").

2. The Firm was retained by Mani One, Inc. and Mani Investments, LLC (collectively the "Client") to close a Small Business Administration loan for the purchase of two (2) parcels of land and the improvements thereon, located at 5201 and 5119 Old Laurens Road in Greenwood County, South Carolina (the "Subject Property"). We were advised the Client presently occupied the Subject Property as a tenant and that the Client had exercised an option to purchase the Subject Property from T. Scott Ward ("Seller").

3. In preparation for the closing, we examined the title, conducted typical pre-closing due diligence and prepared numerous closing documents.

4. A loan in the amount of $460,000.00 was approved by Business Lenders, LLC (the "Lender"). I had numerous conversations with the Lender's counsel in preparation for the closing.

5. On or about September 4, 2007, our office made efforts to contact Seller at his office telephone number and cell phone number to schedule a closing date and time. However, we received no response.

6. The first contact we received from the Seller occurred on September 5, 2007 when his attorney, Billy J. Garrett of Greenwood, SC, faxed to my office a copy of a letter from Seller to Client (a copy of which is attached hereto) which demanded that the Client vacate the Property by September 17, 2007.

7. Following receipt of this fax, I contacted the Client who indicated that it had previously exercised its option to purchase the Subject Property by notifying the Seller in writing, and that the Seller had also granted the Client an extension of time to close on the purchase of the Subject Property until September 17, 2007.

8. Based on this information, I sent a letter dated on or about September 5, 2007 to Billy J. Garrett, Jr., (a copy of which is attached hereto) inquiring whether the Seller intended to proceed with the closing.

9. On or about September 6, 2007, I received a response from Mr. Garrett (a copy of which is attached hereto) indicating that he did not believe the Client exercised its option, that the closing date had not been extended, and that the Seller would not proceed with the closing.

10. After another conversation with the Client, I was advised that a representative of the Lender had been in direct contact with the Seller and that the Seller confirmed to the Lender that the Seller had granted the Client the extension of time to close.

11. I provided this additional information to Mr. Garrett by letter dated on or about September 7, 2007 (a copy of which is attached hereto) and requested that the Seller proceed with the closing. I also advised Mr. Garrett that the Client wished to close the transaction.

12. As of the date hereof, the Firm is still in possession of the loan documents and stands ready to assist the parties with the closing of the transaction.

FURTHER AFFIANT SAYETH NOT.

Steven M. Querin
Johnson, Smith, Hibbard & Wildman Law Firm, L.L.P

SWORN to before me this 18th day of September, 2007

Notary Public for South Carolina
My Commission Expires: Sept 25, 2014

EXHIBIT A
SEPTEMBER 5, 2007 LETTER FROM BILLY J. GARRETT, JR.

LAW OFFICES

THE GARRETT LAW FIRM, P.C.
ATTORNEY AND COUNSELOR AT LAW

Billy J. Garrett, Jr.

FACSIMILE TRANSMITTAL COVER PAGE

DATE: September 5, 2007

TO: Howard R. Kinard / Johnson Smith Law Firm
1-864-585-5328

FROM: Billy J. Garrett, Jr.

RE: T. Scott Ward

MESSAGE: Scott Ward asked that I fax you the following letter and attachments.

This transmission consists of 45 pages, including this cover page. If you have any questions, please call Billy at (864) 229-8000.

This Facsimile message is privileged and confidential. It is intended solely for the use of the individual named above. If you are not the intended recipient, or the person responsible to deliver it to the intended recipient, you are hereby advised that any dissemination, distribution or copying of this communication is prohibited. If you have received this facsimile message in error, please immediately notify the sender by telephone and return the original message to the sender by United States mail.

Please forward all correspondence to:
109 OAK AVENUE, GREENWOOD, S.C. 29646
Telephone No. (864) 229-8000 Fax No. (864) 229-8001

COPY

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

August 27, 2007

Anjay R. Patel
Mani One, Inc. d/b/a Corner Stop 41
731 Chesnee Highway
Gaffney, S.C. 29341

Re: option to purchase and lease with T. Scott Ward

Dear Jay:

Please take notice that, pursuant to the Option to Purchase Real Property dated May 17, 2004; Lease Agreement dated May 17, 2004; Lease Agreement dated May 17, 2007; and Lease Agreement dated July 19, 2007, you are hereby notified to remove yourself and your personal property and inventory from the premises located on Old Laurens Road in Greenwood, S.C., by midnight on September 17, 2007. I'm not willing to extend your lease agreement. I'm sorry that you have failed to exercise your option to buy the property within the terms of the Option to Purchase Real Property. I have taken steps to improve and re-lease the premises beginning September 18, 2007. I will be changing the locks on the building on the morning of September 18, 2007. Section 20 of the most recent Lease Agreement provides that I may enter the premises without the necessity of legal process in order to terminate the lease. For your convenience, I have provided copies of all documents referenced in this letter.

Thank you for your assistance and cooperation.

Very truly yours,

T. Scott Ward

EXHIBIT B
SEPTEMBER 5, 2007 LETTER FROM STEVEN QUERIN

JOHNSON, SMITH, HIBBARD & WILDMAN
LAW FIRM, L.L.P.

MILTON A. SMITH
Of Counsel

DONALD B. WILDMAN
DOUG SMITH
DONNA FAYE SHETLEY
RANSOME A. COLEMAN
STEVEN M. QUERIN
KRISTIN BURNETT BARBER
KELLY D.H. LOWRY*
SHANE W. ROGERS
HOWARD R. KINARD
*also admitted in Vermont

220 NORTH CHURCH STREET (ZIP CODE 29306)
MAILING ADDRESS: P.O. DRAWER 5587
SPARTANBURG, SOUTH CAROLINA 29304-5587
TELEPHONE: 864-582-8121
TELECOPIER: 864-585-5338

EDWIN W. JOHNSON (1904-197
PAUL R. HIBBARD (1941-200

VIA FAX 864-229-8001 -Sent 9/5
Billy J. Garrett, Jr.
109 Oak Ave.
Greenwood, SC 29646

RE: Option to Purchase Agreement between F Scott Ward and Mani One, Inc. d/b/a Corner Stop #41(the "Option Agreement")

Dear Mr. Garrett;

I am in receipt of your September 5, 2007 letter regarding the above Option Agreement.

Mr. Patel exercised his option to purchase the property on May 10, 2007, with the understanding that Mr. Ward would extend the lease agreement and closing date to accommodate for the securing of a loan and other approvals. Mr. Ward signed a lease amendment dated July 19, 2007, which extended the lease agreement for two months to September 17, 2007, to allow additional time to close this transaction. It was Mr. Patel's understanding that he had until this date to close on the property. Additionally, Mr. Patel has paid Mr. Ward additional monthly rental for consideration to extend the closing until September 17, 2007.

As you may know, Mani One, Inc. has secured an SBA loan which requires more time to close than a traditional loan. Mr. Patel has a loan commitment in place. Our office was in communication with lender's counsel today, and we anticipate that closing will occur within one (1) week.

Please let us know whether Mr. Ward intends to honor his commitment to sell the property. If Mr. Ward does not intend to proceed, please contact us as soon as possible so we may take further action to protect our interests.

Sincerely,

Steven M. Querin

Cc: Anjay Patel

EXHIBIT C
SEPTEMBER 6, 2007 LETTER FROM BILLY J. GARRETT, JR.

LAW OFFICES

THE GARRETT LAW FIRM, P.C.
ATTORNEY AND COUNSELOR AT LAW

Billy J. Garrett, Jr.

FACSIMILE TRANSMITTAL COVER PAGE

DATE: September 6, 2007

TO: Steven M. Querin / Johnson Smith Law Firm
1-864-585-5328

FROM: Billy J. Garrett, Jr.

RE: T. Scott Ward and Mani Investments, LLC

MESSAGE: By fax only.

This transmission consists of 3 pages, including this cover page. If you have any questions, please call Billy at (864) 229-8000.

This Facsimile message is privileged and confidential. It is intended solely for the use of the individual named above. If you are not the intended recipient, or the person responsible to deliver it to the intended recipient, you are hereby advised that any dissemination, distribution or copying of this communication is prohibited. If you have received this facsimile message in error, please immediately notify the sender by telephone and return the original message to the sender by United States mail.

Please forward all correspondence to:
109 OAK AVENUE, GREENWOOD, S.C. 29646
Telephone No. (864) 229-8000 Fax No. (864) 229-8001

LAW OFFICES

THE GARRETT LAW FIRM, P.C.
ATTORNEY AND COUNSELOR AT LAW

109 Oak Avenue
Greenwood, South Carolina 29646

Billy J. Garrett, Jr.

Telephone: (864) 229-8000
Facsimile: (864) 229-8001

September 6, 2007

VIA FACSIMILE ONLY

Steven M. Querin, Esquire
Johnson Smith Hibbard & Wildman
P.O. Drawer 5587
Spartanburg, S.C. 29304-5587

Re: T. Scott Ward and Mani Investments, LLC

Dear Mr. Querin:

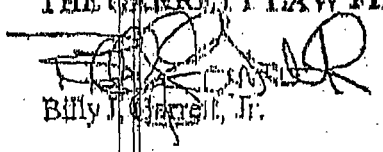
Thank you for your faxed letter dated September 5 regarding the above referenced matter. Please note that Mr. Patel has most definitely not exercised the option portion of the Option to Purchase Real Property dated May 17, 2004, within the time parameters expressly set forth in the document. The two Lease Agreement extensions didn't in any way extend the option time period, and no ambiguity exists on the face of the documents. Please provide me with any writings from Mr. Patel required by the Option to Purchase Real Property wherein he seeks to exercise the option. Furthermore, Mr. Patel has never asked for an option extension. Please review the two Lease Agreement extensions. Mr. Ward never extended the option period past August 17, 2007, which is the last date that closing could occur provided that Mr. Patel gave written notice on May 17, 2007, that he intended to buy the property. Mr. Patel never gave any written notice that he intended to exercise the option, much less written notice on May 17, 2007

Please take such action as you deem appropriate, but please take notice of the attorney fees and costs provisions included in all the documents between the parties, as well as Mr. Patel's personal guaranty. Not only will Mr. Ward seek damages from Mr. Patel, but Mr. Ward will seek attorney fees and costs should your client attempt to thwart Mr. Ward's unfettered control of his real property.

Do not hesitate to contact me at (864) 229-8000 if I can be of any further assistance.

Very truly yours,

THE GARRETT LAW FIRM, P.C.



Billy J. Garrett, Jr.

BJGjr/tp

cc: T. Scott Ward

EXHIBIT D
SEPTEMBER 7, 2007 LETTER FROM STEVEN QUERIN

JOHNSON, SMITH, HIBBARD & WILDMAN
LAW FIRM, L.L.P.

220 NORTH CHURCH STREET (ZIP CODE 29306)
MAILING ADDRESS: P.O. DRAWER 1587
SPARTANBURG, SOUTH CAROLINA 29304-1587
TELEPHONE: 864-582-8121
TELECOPIER: 864-585-5328

MILTON A. SMITH
Of Counsel

EDWIN W. JOHNSON (1904-1979)
PAUL R. HIBBARD (1941-2004)

DONALD B. WILDMAN
DOUG SMITH
DONNA FAYE SHETLEY
RANSOME A. COLEMAN
STEVEN M. QUERIN
KRISTIN BURNETT BARBER
KELLY D.H. LOWRY*
SHANE W. ROGERS
HOWARD R. KINARD
*also admitted in Vermont

VIA FAX 864-229-8001
Billy J. Garrett, Jr.
109 Oak Ave.
Greenwood, SC 29646

RE: Option to Purchase Agreement between T. Scott Ward and Mani One, Inc. d/b/a Corner Stop #41(the "Option Agreement")

Dear Mr. Garrett;

I am in receipt of your September 6, 2007 letter regarding the above Option Agreement.

Please find enclosed a letter addressed to Mr. Ward sent by Mr. Patel on May 10, 2007, exercising his option to purchase the property before the May 17, 2007 deadline.

Please note that Mr. Ward extended the lease agreement for two, two-month periods. I see no other logical explanation for these extensions other than to provide Mr. Patel with additional time in which to close the transaction and loan. This was exactly Mr. Patel's understanding. Mr. Ward understood that Mr. Patel had exercised his right to exercise the option to purchase the property, and knew Mr. Patel was diligently pursuing a loan closing. The lease agreement extensions were not intended to extend the option time period, because Mr. Patel exercised his option to purchase within the parameters of the Option Agreement. The extensions were intended to extend the time period in which to close the transaction and loan.

Our client has also informed us that a representative from Business Lenders, LLC, the buyer's loan provider, contacted Mr. Ward regarding the expiration of the loan closing period. Mr. Ward informed the representative that the parties had agreed to extend the time needed to close the transaction. Upon this confirmation, the lender then proceeded to order appraisals and further prepare for an eventual closing.

I would also point out that Mr. Patel paid Mr. Ward $100,000.00 in consideration for the option to purchase the property. Equity will simply not allow Mr. Ward to keep the $100,000.00 and refuse to honor Mr. Patel's properly exercised option to purchase.

Mr. Patel stands ready, willingly, and able to purchase the property on or before September 17, 2007, as agreed. Please let us know whether Mr. Ward will honor his commitment to sell the property. If Mr. Ward does not intend to proceed, please contact us as soon as possible so we may take further action to protect our client's interest in the subject property.

Sincerely,

Steven M. Querin

Cc: Anjay Patel

May 17 2007

Mr Scott Ward
104 Cape Hatteras Court
Ninety Six SC 29666

Ref Option to purchase 5201 Old Laurens Rd Greenwood

Dear Mr Ward

Just to reiterate our discussion as to the above mentioned property you have agreed to extend the lease for a period of 60 days and will extend if needed for another 60 days giving a total of 120 days whereby we complete our purchase for the above mentioned property . I have signed and faxed you a copy of the lease you send to me .We shall try and have this transaction closed within this time frame. I have discussed it with Small Business lenders who are funding this transaction for us and they are going to try and do all they can to get it done.
Again thank you for time and consideration to this matter

Sincerely Yours Anjay Patel
Mani One Inc

STATE OF SOUTH CAROLINA	
	COURT OF COMMON PLEAS
COUNTY OF GREENWOOD	2007-CP-24-1136
MANI INVESTMENTS, LLC	
VS.	TRANSCRIPT OF RECORD
T. SCOTT WARD	
DEFENDANT	

JANUARY 17, 2008
GREENWOOD, SOUTH CAROLINA

B E F O R E:

HONORABLE J. ERNEST KINARD, JR., JUDGE.

A P P E A R A N C E S:

THOMAS A. BELENCHIA, ESQ.
ATTORNEY FOR THE PLAINTIFF

THOMAS HITE, III, ESQ.
ATTORNEY FOR THE DEFENDANT

JOY E. HOLSTON
OFFICIAL COURT REPORTER

THE COURT: OKAY.

MR. BELENCHIA: YOUR HONOR, THIS IS A MOTION THAT COMES BEFORE THIS COURT, MY MOTION, YOUR HONOR. AND THIS IS A MOTION FOR A REQUEST FOR INJUNCTIVE RELIEF, TEMPORARY INJUNCTIVE RELIEF, YOUR HONOR.

THE COURT: ALL RIGHT.

MR. BELENCHIA: IT IS MY UNDERSTANDING THAT ON TEMPORARY INJUNCTION WE NEED TO SHOW THAT IT IS A LIKELIHOOD TO PROCEED ON MERITS, THAT THERE IS POTENTIAL IRREPARABLE HARM AND THAT THERE IS AN INADEQUATE REMEDY AT LAW, YOUR HONOR. AS WE LOOK AT THIS, A SUMMARY OF THE FACTS, YOUR HONOR. AND I THINK THAT BOTH PARTIES CAN AGREE ON A MAJORITY OF THE FACTS, I UNDERSTAND THAT THERE ARE SOME POTENTIAL DISPUTED AREAS AS FAR AS TIMING AND THOSE TYPES OF ISSUES, YOUR HONOR. I WILL TRY TO POINT OUT ON THE MAJORITY OF THINGS WE DO AGREE ON. THERE WAS TWO CONTRACTS, YOUR HONOR, AND IT IS MY UNDERSTANDING A CONTRACT THAT WAS TITLED AS A LEASE AGREEMENT. THERE IS ANOTHER TITLE THAT IS A CONTRACT THAT IS TITLED AS AN OPTION TO PURCHASE THE REAL PROPERTY. BOTH OF THESE WERE, I THINK, ENTERED INTO SOMETIME IN 2004. AND THE TERM OF THE LEASE AGREEMENT WAS FROM A 36 MONTH TERM, IT IS MY UNDERSTANDING, YOUR HONOR. AND THEN WITH THE OPTION TO PURCHASE ON OR BEFORE MAY THE 17TH, NOTICE HAD TO BE GIVEN. THERE WAS A $100 THOUSAND DOLLAR DEPOSIT PUT DOWN

ON THIS WITH THE OPTION TO PURCHASE, YOUR HONOR. AND DURING THIS 36 MONTH PERIOD MONTHLY RENTAL PAYMENTS WERE MADE TO THE DEFENDANT IN THIS CASE, ON THIS PROPERTY. SOMETIME ALONG ABOUT THE 1ST OF MAY, ACCORDING TO MY RECORDS, YOUR HONOR, SOMETIME AROUND MAY THE 2ND, ON OR ABOUT MY CLIENT WAS ABLE TO GET A SMALL BUSINESS LOAN FOR THE BALANCE OF THE AMOUNT OWED ON THIS WHICH WAS APPROXIMATELY $460 THOUSAND DOLLARS WAS THE AMOUNT OF THE LOAN. MY CLIENT THEN ATTEMPTED TO AND OR SOMETIME AROUND MAY THE 10TH, MY CLIENT DID NOTIFY THE DEFENDANT THAT, WANTED TO EXERCISE THE OPTION. THEN MY CLIENT NOTIFIED THE DEFENDANT THEY MAY NOT BE ABLE TO CLOSE IN THE 90 DAY PERIOD BECAUSE OF THE, WORKING WITH THE SBA ON THE LOAN. THE TWO PARTIES, MY UNDERSTANDING THEN DID TWO, I THINK, 60 DAY LEASE AGREEMENTS. AND I THINK THIS IS WHERE SOME OF THE DISAGREEMENT IS, IT IS MY CLIENT SAYING THERE WAS AN EXTENSION OF THE LEASE AND THAT BEING THE EXTENSION OF THE OPTION TO PURCHASE. I THINK ON THE DEFENDANT'S SIDE THEY ARE BASICALLY SAYING THAT THESE WERE TWO 60 DAY LEASE AGREEMENTS THAT HAD NOTHING TO DO WITH THE FIRST LEASE, IT HAD NOTHING TO DO WITH THE OPTION, PERIOD.

THE COURT: I TAKE IT THE EXTENSIONS DOES NOT REFER TO THE OWN LEASE?

MR. BELENCHIA: NO, YOUR HONOR, I DON'T THINK IT DID DIRECTLY, YOUR HONOR. I THINK THERE WAS SOME LANGUAGE IN

THERE BUT IT WASN'T DIRECTLY TIED INTO IT, YOUR HONOR, TRUE. DURING THIS TIME PERIOD THERE WERE SEVERAL CONVERSATIONS BETWEEN MY CLIENT AND ALSO THE DEFENDANT. MY CLIENT WAS VERY SURE THAT THIS WOULD BE AN EXTENSION OF IT. YOU WILL SEE THAT IN THE AFFIDAVITS OF MY CLIENT, YOUR HONOR, YOU MAY HAVE ALREADY SEEN THAT. AND ALSO ONE OF THE LENDERS WHICH WAS A MR. JOHN BICKLEY WAS WORKING ON THIS LOAN FOR THE SBA LOAN, YOUR HONOR. HE CONTACTED THE DEFENDANT DIRECTLY AND WAS REASSURED THAT THAT WAS AN EXTENSION OF THAT, THAT THEY COULD PROCEED WITH THE FINANCING. AFTER THAT, YOUR HONOR, SOMETIME IN I THINK AUGUST THEY STARTED TO TRY TO MAKE A LANGUAGE FOR THE CLOSING. AND YOU CAN SEE IN SEPTEMBER THERE WAS A LETTER FROM A STEVE QUERIN, AN ATTORNEY IN SPARTANBURG, YOUR HONOR, WHO WAS CLOSING ON THIS PROPERTY. DO YOU HAVE THAT AFFIDAVIT, YOUR HONOR, FROM STEVE QUERIN.

THE COURT: I AM LOOKING, I HAVE SEEN A COUPLE OF AFFIDAVITS, I DON'T HAVE THAT ONE YET.

MR. BELENCHIA: IT IS AN AFFIDAVIT FROM AN ATTORNEY IN SPARTANBURG, YOUR HONOR, WHO IS THE CLOSING ATTORNEY ON THIS PROPERTY. AND FROM HIS LAW FIRM THEY BASICALLY TRIED TO CONTACT THE DEFENDANT TO CLOSE ON IT, THEY THEN WERE CONTACTED BY MR. BILLY GARRETT WHO IS AN ATTORNEY HERE IN GREENWOOD, YOUR HONOR, WHO THEN INFORMED MR. QUERIN THAT DEFENDANT WAS NOT GOING TO BE CLOSING ON THE PROPERTY,

THERE BUT IT WASN'T DIRECTLY TIED INTO IT, YOUR HONOR, TRUE. DURING THIS TIME PERIOD THERE WERE SEVERAL CONVERSATIONS BETWEEN MY CLIENT AND ALSO THE DEFENDANT. MY CLIENT WAS VERY SURE THAT THIS WOULD BE AN EXTENSION OF IT. YOU WILL SEE THAT IN THE AFFIDAVITS OF MY CLIENT, YOUR HONOR, YOU MAY HAVE ALREADY SEEN THAT. AND ALSO ONE OF THE LENDERS WHICH WAS A MR. JOHN BICKLEY WAS WORKING ON THIS LOAN FOR THE SBA LOAN, YOUR HONOR. HE CONTACTED THE DEFENDANT DIRECTLY AND WAS REASSURED THAT THAT WAS AN EXTENSION OF THAT, THAT THEY COULD PROCEED WITH THE FINANCING. AFTER THAT, YOUR HONOR, SOMETIME IN I THINK AUGUST THEY STARTED TO TRY TO MAKE A LANGUAGE FOR THE CLOSING. AND YOU CAN SEE IN SEPTEMBER THERE WAS A LETTER FROM A STEVE QUERIN, AN ATTORNEY IN SPARTANBURG, YOUR HONOR, WHO WAS CLOSING ON THIS PROPERTY. DO YOU HAVE THAT AFFIDAVIT, YOUR HONOR, FROM STEVE QUERIN.

THE COURT: I AM LOOKING, I HAVE SEEN A COUPLE OF AFFIDAVITS, I DON'T HAVE THAT ONE YET.

MR. BELENCHIA: IT IS AN AFFIDAVIT FROM AN ATTORNEY IN SPARTANBURG, YOUR HONOR, WHO IS THE CLOSING ATTORNEY ON THIS PROPERTY. AND FROM HIS LAW FIRM THEY BASICALLY TRIED TO CONTACT THE DEFENDANT TO CLOSE ON IT, THEY THEN WERE CONTACTED BY MR. BILLY GARRETT WHO IS AN ATTORNEY HERE IN GREENWOOD, YOUR HONOR, WHO THEN INFORMED MR. QUERIN THAT DEFENDANT WAS NOT GOING TO BE CLOSING ON THE PROPERTY,

YOUR HONOR. AND THAT IT IS GOING TO BE VERY DIFFICULT TO HAVE AN ECONOMIC VALUE AND ALSO THE LOSS OF THE BUSINESS IN THE GOOD WILL SITUATION. SO, WE THINK IT WOULD BE CORRECT, YOUR HONOR, IF WE HAD ANY INJUNCTION, YOUR HONOR. BASICALLY, YOUR HONOR, WE WANT TO HAVE AN INJUNCTION THAT HE NOT SELL THE PROPERTY UNTIL THIS IS HEARD BY THE COURT. AND THE OTHER THING WE WOULD LIKE, YOUR HONOR, IN ASKING THE COURT TO CONSIDER, IT IS OUR UNDERSTANDING THAT THE PROPERTY IS BEING LEASED TO ANOTHER TENANT WHICH WAS THE TENANT THAT WAS IN THE PROPERTY BEFORE, YOUR HONOR. MY CLIENTS HAD A MASTER LEASE ON IT AND THEN THEY WERE SUBLEASING TO THE CURRENT TENANT, YOUR HONOR. NOW THE CURRENT TENANT IS NOW JUST PAYING THE DEFENDANT DIRECTLY ON THE LEASE THAT HE HAS IN BETWEEN THE TWO OF THEM, YOUR HONOR, THE DEFENDANT AND THE CURRENT TENANT. WE WOULD LIKE FOR AN ACCOUNTING OF THAT MONEY AND THEN ASK THE COURT IF THE DEFENDANT COULD PAY THE MONEY INTO THE COURT, YOUR HONOR, TO BE HELD UNTIL THERE IS A FINAL HEARING AND A FINAL DETERMINATION ON THIS CASE SO THAT MONEY IS SAFEGUARDED.

THE COURT: ALL RIGHT.

MR. HITE: GOOD AFTERNOON, YOUR HONOR. TOMMY HITE, III HERE FOR MY FATHER, REPRESENTS SCOTT WARD. WE HAVE THREE MAJOR ARGUMENTS AGAINST A REASON FOR YOU TO FILE AN INJUNCTION OR AN INJUNCTION BE GRANTED IN THIS CASE, YOUR

HONOR. ONE IS THAT, LIKE HE SAID, MY CLIENT HAS THIS PIECE OF PROPERTY UNDER A CONTRACT TO SELL. THE REASON HE HAS IT FOR SALE AND HE COULD PUT IT UP FOR SALE IS BECAUSE THE LIS PENDENS IN THIS CASE, YOUR HONOR, WAS FILED INCORRECTLY. THROUGH OUR SEARCHES, LOOKING FOR IT, WE COULDN'T FIND IT AND THAT THE NAME ON THE LIS PENDENS IS IMPROPERLY WRITTEN, IT SAYS SCOTT T. WARD INSTEAD OF T. SCOTT WARD. AND, YOUR HONOR, IT WAS NEVER SERVED ON MY CLIENT OR HIS ATTORNEY. WITHOUT THAT, THAT IS GOING TO PUT MY CLIENT IN POSITION WHERE HE IS GOING TO VIOLATE, A BREAK IN THE CONTRACT ALONG WITH SOMEONE ELSE, WHO I MIGHT ADD WHO HAS NOT BEEN ADDED AS A DEFENDANT IN THIS CASE. THE FACT THAT THERE IS NO IRREPARABLE HARM, I WOULD HAVE TO SAY THAT WE DISAGREE ON THAT, YOUR HONOR, IN THE FACT THAT MY CLIENT IS NOT JUDGMENT PROOF IN THAT HE HAS ASSETS. AND JUST BECAUSE THIS CONTRACT OR THIS INJUNCTION ISN'T GRANTED HE WILL STILL HAVE ASSETS, THEY CAN STILL BE GOTTEN AT TRIAL. AND THE LAST AND PROBABLY THE MOST IMPORTANT ARGUMENT WOULD BE THAT THIS CASE CANNOT WIN ON THE MERITS. THE FACT THAT THE MATTER IS, THERE WAS A CONTRACT ON MAY THE 14TH, OR MAY 17TH OF 2004, AN OPTION TO PURCHASE REAL ESTATE. THERE WERE STRICT REQUIREMENTS ON HOW TO NOTIFY MY CLIENT THAT YOU ARE ASSERTING YOUR OPTION TO PURCHASE. THEY DID NOT DO THAT, THEY HAD TO SEND HIM NOTICE BY CERTIFIED MAIL, THERE WAS NO CERTIFIED

MAIL, THEY DO NOT HAVE PROOF OF CERTIFIED MAIL, THEY ADMIT THAT THEY DO NOT HAVE PROOF OF CERTIFIED MAIL SENT TO MY CLIENT. THEY DID NOT FOLLOW THE TERMS OF THE CONTRACT, DID NOT PROVIDE HIM NOTICE AND THE OPTION LAPSED. THERE IS REALLY NO OTHER WAY AROUND IT. THE $100 THOUSAND DOLLAR EQUATABLE ARGUMENT IS THAT $100 THOUSAND DOLLARS IS A FEE FOR AN OPTION FOR THREE YEARS. THE GUY HAD AN OPTION TO PURCHASE, PLENTY OF TIME FOR THREE YEARS AND THAT, AND FOR THAT CONTRACT IT COST HIM $100 THOUSAND DOLLARS TO KEEP THAT OPTION OPEN. MY CLIENT SHOULDN'T BE RESPONSIBLE FOR THAT, THAT IS THE ENTIRE OPTION. AND THAT THE AFFIDAVITS THAT ARE STATED THAT SAYS THAT MY CLIENT SPOKE TO ATTORNEYS IN SPARTANBURG ABOUT EXTENDING THE OPTION AGREEMENT, THAT IS NOT TRUE. THE DISCUSSION THAT MY CLIENT HAD WITH THE PLAINTIFF IN THIS CASE WAS THAT THE LEASE WOULD BE EXTENDED, HE DID NOT MENTION EXTENDING THE OPTION OF THE CONTRACT, HE DID NOT MENTION EXTENDING THE PURCHASE CONTRACT, HE ONLY MENTIONED EXTENDING THE LEASE CONTRACT. AND, YOUR HONOR, FOR THOSE REASONS WE DON'T SEE HOW AN INJUNCTION CAN BE GRANTED IN THIS CASE. THE FACT THAT IT IS NO IRREPARABLE HARM, IT IS NOT AN ISSUE HERE. THAT THE LIS PENDENS WAS IMPROPERLY FILED AND MY CLIENT IS GOING TO BE IN A TOUGH SITUATION ON THIS NEW CONTRACT IS A MAJOR ISSUE. AND WE DON'T BELIEVE THEY WENT ON THE MERITS. IF AN INJUNCTION IS GRANTED, YOUR HONOR, WE WOULD

ASK FOR TWO, A TIME AND A HALF OF THE FEE OF THE AMOUNT OF THIS CONTRACT BE DETERMINED TO BE HELD IN BOND UNTIL THIS CASE IS SETTLED SO THAT MY CLIENT DOESN'T LOSE ANY MONEY ON THE NEW CONTRACT. THANK YOU.

THE COURT: ALL RIGHT.

MR. BELENCHIA: YOUR HONOR, JUST ONE THING. I KNOW THAT A MEMORANDUM IN OPPOSITION TO THIS INJUNCTION WAS HANDED UP TO YOU. I OBJECT FIRST TO THE AFFIDAVIT OF T. SCOTT WARD IN THAT THIS AFFIDAVIT WAS NOT FILED WITHIN TWO DAYS, YOUR HONOR. I RECEIVED IT TODAY AND IT IS MY UNDERSTANDING, THEY ARE SUPPOSE TO FILE AT LEAST TWO DAYS BEFORE THE HEARING.

THE COURT: HERE IS THE WAY I LOOK AT IT, I DON'T REALLY READ ANYTHING UNTIL I GET HERE.

MR. BELENCHIA: SIR?

THE COURT: I DON'T READ ANYTHING UNTIL I GET HERE ANYWAY.

MR. BELENCHIA: YES, YOUR HONOR.

MR. HITE: YOUR HONOR, I BELIEVE IT WAS FILED 48 HOURS BEFORE.

THE COURT: IT IS DATED THE 15TH, TODAY IS THE 17TH.

MR. BELENCHIA: YES, YOUR HONOR.

THE COURT: OKAY. AT THIS TIME, I AM NOT RULING. I JUST NEED YA'LL TO LISTEN, IT IS KIND OF A NOVEL SITUATION TO ME. YOU HAVE GOT SOME FACTUAL ISSUES LIKE TWO LEASE

EXTENSIONS DIDN'T REFER TO THE OPTION BEING EXTENDED. I RECOGNIZE THAT YOU COULD ASSUME THAT THEY DIDN'T SAY THAT, ONE. YOU HAVE GOT THE NOTICE PROBLEM AND THEN YOU GOT CONVERSATIONS ON THESE AFFIDAVITS GOING BACK AND FORTH BETWEEN VARIOUS PEOPLE. YOU ALSO HAVE A PARTICULAR PURCHASER FOR THE VALUE WHO IS READY TO CLOSE IN, I GUESS TWO WEEKS, OR THREE WEEKS, SOMETHING LIKE THAT.

MR. HITE: YES, SIR.

THE COURT: SO, I THINK, I AM GOING TO LET IT CLOSE, NOT DO THE INJUNCTION. AGAIN, I AM REQUIRE TO PUT THE DIFFERENCE BETWEEN YOUR CLIENT'S PURCHASE PRICE AND WHAT THEY ARE SELLING IT FOR IN ESCROW PENDING THIS. I DON'T THINK I CAN ENJOIN, YOU HAVE GOT A QUALIFIED PURCHASER WHO IS NOT A PARTY TO THIS ACTION. THERE HAS BEEN A LIS PENDENS FILED, OR WE WOULDN'T EVEN NEED AN INJUNCTION, WOULD WE.

MR. BELENCHIA: IT IS A LIS PENDENS FILED, YOUR HONOR. THERE WAS A LIS PENDENS FILED IN THE SUMMONS AND COMPLAINT, IT WAS FILED WITH THE SUMMONS AND COMPLAINT, YOUR HONOR, THEY DIDN'T FIND IT. THAT IS A DIFFERENT ISSUE, YOUR HONOR.

THE COURT: LET ME ASK YOU, AGAIN I DON'T KNOW OTHER THAN WHAT I HAVE READ AND I HAD TO READ THEM REAL FAST, YOUR MEMO AND HIS MEMO.

MR. BELENCHIA: YES, YOUR HONOR.

THE COURT: WAS A LIS PENDENS FILED BEFORE THE CONTRACT WAS SIGNED?

MR. BELENCHIA: WE FILED IT WITH THE SUMMONS AND COMPLAINT.

THE COURT: I UNDERSTAND THAT, WAS IT FILED AS TO THE CONTRACT WAS SIGNED, YOU HAVE GOT TO QUALIFY THE PURCHASER.

MR. BELENCHIA: I HAVEN'T SEEN THE CONTRACT.

THE COURT: ALL RIGHT. YA'LL SEE IF YOU CAN WORK IT OUT, I AM BACK IN THE MORNING. I AM NOT GOING TO TIE YOU UP, I AM NOT GRANTING ANY TEMPORARY INJUNCTION TODAY. FAIR IS FAIR, I CAN'T JUST DIGEST ALL OF THAT. IT DOESN'T SOUND LIKE YOU ARE ENTITLED TO TEMPORARY INJUNCTION EVEN THOUGH HE REPRESENTS HIS CLIENT, WHO HAS GOT PLENTY OF PROPERTY AND PLENTY OF MONEY. SO MANY TIMES PEOPLE SUE FOR DAMAGES, I DON'T SEE ANY CERTIFIED CHECKS HERE THAT THEY ARE GOING TO BUY IT TODAY. I TELL YOU WHAT, YA'LL GO TALK ABOUT IT AND I WILL RULE ON IT BEFORE 5:00 O'CLOCK. I AM A SPEED READER BUT EVEN SO IT TAKES A WHILE TO TAKE IT ALL IN. SEE IF YA'LL CAN WORK IT OUT. I AM INCLINED NOT TO STOP THE SELL OF THE PROPERTY BECAUSE THE PURCHASER IS NOT A PART TO THIS. JUST ASKING FOR TROUBLE, I MEAN THEY GET SUED FOR THAT AND ALL OF THAT, EVERYBODY NEEDS TO BE BEFORE THE COURT ON IT. COME BACK AT QUARTER TO 5:00 AND LET'S SEE IF YOU CAN WORK IT OUT.

MR. BELENCHIA: YOUR HONOR, CAN WE FIND OUT WHEN THAT CONTRACT WAS SIGNED?

THE COURT: THAT IS WHY YA'LL TALK, I WILL BE BACK AT QUARTER TO 5:00 ON YOUR CASE.

(WHEREUPON, A SHORT BREAK WAS TAKEN.)

THE COURT: OKAY, WHAT IS GOING ON.

MR. BELENCHIA: YES, YOUR HONOR, I THINK WE HAVE AN AGREEMENT.

THE COURT: GOOD.

MR. BELENCHIA: AND IF YOU WANT US TO PUT IT ON THE RECORD.

THE COURT: THAT WOULD BE IN EVERYBODY'S BEST INTEREST, I BELIEVE.

MR. BELENCHIA: YES, YOUR HONOR. IT IS MY UNDERSTANDING IS THAT WE HAVE AGREED THAT THE DEFENDANT WILL PLACE $150 THOUSAND DOLLARS IN AN INTEREST BEARING TRUST ACCOUNT. AND BETWEEN THE TWO OF US, WE WILL FIND A, HIS LAW FIRM MAY BE ABLE TO GET AN INTEREST BEARING TRUST ACCOUNT WITH A GOOD INTEREST ON IT, YOUR HONOR. AND IN CONSIDERATION OF THAT THEN MY CLIENT WILL REMOVE THE LIS PENDENS.

THE COURT: OKAY. THE ACTION STILL GOES BETWEEN YA'LL.

MR. BELENCHIA: THE ACTION BETWEEN US PROCEEDS, YOUR HONOR, THIS IS JUST CONCERNING THE REAL ESTATE AS FAR AS

THE SELL OF IT.

THE COURT: IS THAT YOUR UNDERSTANDING, MR. HITE?

MR. HITE: YES SIR, THAT IS MY UNDERSTANDING. ON ANOTHER GROUND, WE WOULD LIKE IN THE ORDER THAT IT WOULD BE RULED ON THAT THE LIS PENDENS WON'T HOLD UP ANY SALES ONCE IT IS RELEASED AND ANYTHING ELSE THAT IS COVERED ON THAT.

MR. BELENCHIA: NOT A PROBLEM ON THAT, YOUR HONOR, WE PLAN ON RELEASING IT.

THE COURT: HE IS GOING TO CANCEL THE LIS PENDENS IS MY UNDERSTANDING. IF YOU CANCEL THE LIS PENDENS IT WILL NOT HOLD UP.

MR. BELENCHIA: I GUESS IN THE ORDER IT WOULD SAY THAT THEY WOULD DEPOSIT THE $150 AND WE WOULD CANCEL THE LIS PENDENS, YOUR HONOR, I DON'T KNOW.

THE COURT: WELL, IF HE HAS $150, HE MIGHT NEED TO MAKE A SELL TO PUT UP THE $150, I DON'T KNOW. HE MAY HAVE THAT POCKET CHANGE, THE MARKET HIT YESTERDAY AND TODAY. SO, I DON'T KNOW IF HE HAS GOT ANY MONEY LEFT.

MR. HITE: WHEN THE SELL HAPPENS, YOUR HONOR, YES SIR.

MR. BELENCHIA: THAT WILL BE FINE, JUST DO A SIMULTANEOUSLY, REMOVE THE LIS PENDENS, WHEN THE SELL CLOSED THE MONEY GOES INTO TRUST.

THE COURT: YA'LL ACTUALLY NEED TO REDUCE THIS TO

WRITING SO YOU CAN SHOW IT TO THE CLOSING ATTORNEY FOR THE OTHER SIDE.

MR. HITE: CERTAINLY.

THE COURT: ALL RIGHT.

MR. BELENCHIA: YES, YOUR HONOR, THAT IS FINE.

THE COURT: I AM JUST GOING TO PUT ON HERE, SETTLEMENT, CONSENT ORDER. THAT'S IT.

MR. BELENCHIA: THANK YOU, JUDGE.

MR. HITE: THANK YOU.

*** END OF REQUESTED TRANSCRIPT OF RECORD ***

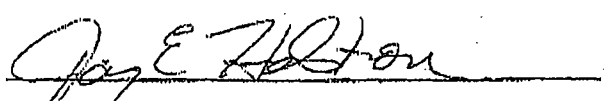
CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

I, JOY E. HOLSTON, OFFICIAL COURT REPORTER FOR THE EIGHTH JUDICIAL CIRCUIT OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE, ACCURATE AND COMPLETE TRANSCRIPT OF RECORD OF THE PROCEEDINGS HAD AND EVIDENCE INTRODUCED IN THE TRIAL OF THE CAPTIONED CASE, RELATIVE TO APPEAL, IN THE COURT OF COMMON PLEAS FOR GREENWOOD COUNTY, SOUTH CAROLINA, ON THE 17TH DAY OF JANUARY, 2008.

I DO FURTHER CERTIFY THAT I AM NEITHER OF KIN, COUNSEL NOR INTEREST TO ANY PARTY HERETO.

JANUARY 26, 2008



JOY E. HOLSTON, COURT REPORTER

MY COMMISSION EXPIRES: MARCH 13, 2016

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENWOOD

MANI INVESTMENTS, LLC,	)	
	)	
PLAINTIFF,	)	2007-CP-24-1136
	)	
-VS-	)	TRANSCRIPT OF RECORD
	)	
T. SCOTT WARD,	)	
GARRETT LAW FIRM, PC,	)	
CARSON HENDERSON,	)	
BILLY GARRETT, JR., et. al.,	)	
	)	
DEFENDANTS.	)	
	)	

SEPTEMBER 17, 2008
GREENWOOD, SOUTH CAROLINA

B E F O R E:

THE HONORABLE WYATT T. SAUNDERS

A P P E A R A N C E S:

ATTORNEY FOR PLAINTIFF:

TRAVIS D. HILKA, ESQUIRE

ATTORNEYS FOR DEFENDANTS:

THOMAS E. HITE, JR., ESQUIRE
R. DAVIS HOWSER, ESQUIRE

SUSAN W. HUDGINS
CIRCUIT COURT REPORTER

INDEX

WITNESS	PAGE NO.
CERTIFICATE OF REPORTER	30

EXHIBITS

NO	DESCRIPTION	ID	EVIDENCE

(NO EXHIBITS WERE PRESENTED DURING THIS HEARING)

THE COURT: THIS IS MANI, M—A-N-I, INVESTMENTS, LLC, AS PLAINTIFF VERSUS T. SCOTT WARD, GARRETT LAW FIRM, PROVISIONAL CORPORATION, CARSON M. HENDERSON, BILLY GARRETT, JR. AS DEFENDANTS AND T. SCOTT WARD AS THIRD-PARTY PLAINTIFF VERSUS ANJAY R. PATEL AS THIRD-PARTY DEFENDANT. THE CIVIL ACTION NUMBER IS 2007-CP-24-1136.

BEFORE THE COURT ARE MOTIONS TO DISMISS BY THIRD-PARTY PLAINTIFF WARD WHO WISHES TO HAVE THE -- APPARENTLY THE COUNTER-CLAIM BROUGHT BY THE THIRD-PARTY DEFENDANT, PATEL, DISMISSED. IF I MISSPEAK, Y'ALL CORRECT ME WHEN YOU'RE RECOGNIZED.

AND ALSO BEFORE THE COURT IS A MOTION BY DEFENDANTS AS AFORESAID, GARRETT LAW FIRM, MR. HENDERSON AND MR. GARRETT, INDIVIDUALLY, TO DISMISS. NOW WHO WILL -- WHO WILL SPEAK TO THE -- TO THE MATTER FIRST?

MR. HOWSER: EITHER WAY, YOUR HONOR. I'M DAVE HOWSER. I REPRESENT BILLY GARRETT, CARSON HENDERSON AND THE GARRETT LAW FIRM.

THE COURT: ALL RIGHT. WHY DON'T YOU ---

MR. HOWSER: I WILL GLADLY SPEAK FIRST OR WHATEVER YOUR HONOR WOULD PREFER.

THE COURT: JUST LEAD OFF, MR. HOWSER.

MR. HOWSER: ALL RIGHT, SIR. YOUR HONOR, THIS IS AN ACTION IN WHICH THE PLAINTIFF HAS FILED AN AMENDED COMPLAINT. IN THAT AMENDED COMPLAINT HE SEEKS TO RECOVER

OR IT SEEKS TO RECOVER ON FIVE SEPARATE CAUSES OF ACTION.

THE DEFENDANTS -- I REPRESENT, GARRETT LAW FIRM, CARSON HENDERSON AND BILLY GARRETT ARE ONLY DEFENDANTS AS WE INTERPRET THE AMENDED COMPLAINT IN ONE CAUSE OF ACTION, THAT IS FOR ATTORNEY MALPRACTICE, WHICH IS THE FIRST CAUSE OF ACTION ASSERTED IN THE AMENDED COMPLAINT.

WE HAVE MOVED TO DISMISS THAT ACTION FIRST OF ALL ON THE BASIS THAT UNDER SECTION 15 36 100 OF THE SOUTH CAROLINA CODE -- AND IF YOUR HONOR WOULD PERMIT ME I CAN HAND YOU A COPY OF THAT PARTICULAR CODE SECTION.

THE COURT: I BELIEVE I'M FAMILIAR WITH IT. THIS HAS TO DO WITH AN EXPERT.

MR. HOWSER: THAT'S CORRECT, YOUR HONOR. IT HAS TO DO WITH THE REQUIREMENT THAT THERE MUST BE AN EXPERT WHO MUST STATE THAT -- AND SPECIFY AT LEAST ONE NEGLIGENT ACT OR OMISSION CLAIMED TO EXIST AND THE FACTUAL BASIS FOR THAT CLAIM.

IF WE LOOK AT THE AMENDED COMPLAINT, UNDER EXHIBIT "J", WHICH IS NEAR THE VERY BACK, THERE IS AN AFFIDAVIT. AND I DO NOT KNOW IF THE PLAINTIFF ASSERTS THAT THAT'S THE AFFIDAVIT IN COMPLIANCE WITH THIS SECTION OR NOT, BUT A BRIEF READING OF THAT AFFIDAVIT SHOWS THAT IT IS ONLY A FACTUAL RECITATION OF CERTAIN EVENTS THAT OCCURRED.

THE COURT: LET ME FIND THAT EXHIBIT "J".

MR. HILKA: YOUR HONOR, I HAVE A COPY OF IT. IF I

MAY APPROACH?

THE COURT: I THINK I'M ABOUT TO -- IN FACT, I HAVE NOW LOCATED IT.

MR. HILKA: OKAY.

THE COURT: THERE'S A NUMBER OF EXHIBITS ATTACHED. AND TRY AS I MIGHT HAVE, I COULDN'T READ ALL OF THIS. LET'S ALL STOP JUST FOR A MOMENT, PLEASE.

MR. HOWSER: SURE, YOUR HONOR.

(PAUSE)

THE COURT: THE AFFIDAVIT OF STEVEN M. QUERIN, AN ATTORNEY WITH JOHNSON, SMITH, HIBBARD & WILDMAN LAW FIRM OF SPARTANBURG HAS BEEN REVIEWED. NOW, MR. HOWSER, SPEAK TO THAT, PLEASE.

MR. HOWSER: YOUR HONOR, THAT AFFIDAVIT IS SIMPLY A RECITATION OF FACT OR SOME OF THE FACTS THAT TOOK PLACE IN THIS CASE. AND THE STATUTE DOESN'T SAY YOU JUST FURNISH AN AFFIDAVIT. THE STATUTE SAYS THAT YOU HAVE TO HAVE AN AFFIDAVIT WHICH, QUOTE, MUST SPECIFY AT LEAST ONE NEGLIGENT ACT OR OMISSION CLAIMED TO EXIST AND A FACTUAL BASIS OF THAT CLAIM. AND IT GOES ON TO SAY SEVERAL OTHER THINGS. BUT THAT IN ESSENCE IS THE REQUIREMENT OF THE STATUTE.

TO HOLD THAT AN AFFIDAVIT SUCH AS THIS IS IN COMPLIANCE WITH THAT STATUTE MAKES THE STATUTE AND THE WORDS OF THE STATUTE MEANINGLESS BECAUSE AS YOUR HONOR

CAN SEE, THIS PARTICULAR AFFIDAVIT, IF IT'S INTENDED TO SERVE THAT PURPOSE, I DON'T KNOW WHETHER IT'S INTENDED TO SERVE THAT PURPOSE OR NOT, ---

THE COURT: IT DOES NOT SERVE THAT PURPOSE.

MR. HOWSER: THAT'S RIGHT.

THE COURT: IT DOESN'T APPEAR TO. NOW UNLESS OPPOSING COUNSEL CAN THROW SOME DIFFERENT LIGHT ON IT, AT FIRST BLUSH IT DOES NOT APPEAR TO COMPLY WITH THE STATUTE. AND IN THAT IT FAILS TO SPECIFY AT LEAST ONE NEGLIGENT ACT OR OMISSION CLAIMED TO EXIST AND A FACTUAL BASIS, THEREFORE, ESSENTIALLY.

MR. HOWSER: YES SIR. AND THE ALLEGATIONS OF NEGLIGENCE AGAINST MY CLIENTS ARE FOUND IN PARAGRAPH TWENTY-SIX OF THE AMENDED COMPLAINT. AND THIS STATUTE IN NO WAY, I MEAN, THIS AFFIDAVIT IN NO WAY ADDRESSES THOSE, YOUR HONOR.

MR. HILKA: IF I MAY, YOUR HONOR?

THE COURT: THE COURT WILL HEAR -- AND ARE YOU MR. HILKA?

MR. HILKA: YES, SIR, I AM. I'M TRAVIS HILKA WITH THE BUSINESS LAW FIRM. WE REPRESENT MANI INVESTMENTS, ---

THE COURT: YES, SIR.

MR. HILKA: --- THE PLAINTIFF IN THIS ACTION.

THE COURT: YES, SIR.

MR. HILKA: I AGREE WITH MR. HOWSER. THIS AFFIDAVIT DOES NOT MEET THE REQUIREMENTS OF THIS STATUTE. AND IT'S NOT INTENDED TO MEET THE REQUIREMENTS OF THIS STATUTE. THIS AFFIDAVIT IS PRETTY MUCH A SUMMARY OF WHAT HAPPENED BETWEEN THE PARTIES ON TRYING TO EXERCISE THIS OPTION TO PURCHASE THAT OCCURRED IN 2007.

WHAT WE HAVE HERE IS A -- PARTIES THAT ENTERED INTO A BUY/SELL AGREEMENT IN ABOUT 2003, 2004. THEN THAT AGREEMENT WAS TRANSCRIBED INTO AN OPTION TO PURCHASE REAL ESTATE. AND WE DIDN'T HAVE ANY OF THE PRELIMINARY DOCUMENTATIONS REGARDING THIS BUY/SELL AGREEMENT UNTIL WE SUBPOENAED GREENVILLE OR GREENWOOD REALTY.

AND SO BASICALLY OUR ARGUMENT IS THAT WE'RE NOT REALLY INSIDE THIS STATUTE. THE OCCURRENCE OF THE NEGLIGENCE OCCURRED BEFORE 2005. AND THE WAY THE SOUTH CAROLINA STATE COURT ANALYZES THIS STATUTE, IT APPEARS THAT -- MAY I APPROACH THE BENCH, YOUR HONOR?

THE COURT: YES, SIR.

MR. HILKA: WE HAVE A COURT CASE THAT CAME OUT IN JUNE OF 2008.

THE COURT: ALL RIGHT. GO AHEAD.

MR. HILKA: IT'S COOPER V. HAWKINS WHERE THE SOUTH CAROLINA COURT ANALYZES WHAT EXACTLY DOES CAUSE OF ACTION ARISING OUT OF MEAN. AND IT'S NOT WHEN YOU BRING THE SUIT, IT'S ACTUALLY WHEN THE -- WHEN YOU FIRST HAD A

CAUSE OF ACTION TO BRING A SUIT. AND IN THIS CASE IT WOULD HAVE BEEN WHEN THE CONTRACT WAS NEGLIGENTLY DRAFTED IN 2003.

WE DIDN'T FIND OUT ABOUT IT IN 2007. SO THEN WE BROUGHT THE SUIT. BUT WE'RE NOT ACTUALLY UNDERNEATH THIS NEW STATUTE.

THE COURT: WELL, NOW ARE YOU SAYING THAT THIS -- THAT 56-36-100 WAS NOT IN EXISTENCE AT THAT TIME?

MR. HILKA: WELL, YES, YOUR HONOR. AT THE TIME THAT THIS INSTANCE OCCURRED IT WAS NOT IN EXISTENCE. THE CONTRACT WAS DRAFTED IN 2003, I BELIEVE. JUST BEAR WITH ME ONE SECOND. IT'S IN THE COMPLAINT.

(PAUSE)

MR. HILKA: THE EXACT DATE WOULD BE ...

THE COURT: WELL, ESSENTIALLY, MR. HOWSER, HE'S SAYING THAT THIS STATUTE BECAME EFFECTIVE THE FIRST OF JULY, 2005 REQUIRING A PROFESSIONAL OPINION WITH REGARD TO AN ACT OR OMISSION CLAIMED TO HAVE EXISTED. AND HE'S ARGUING THAT THIS LAW WAS NOT IN EFFECT AT THE TIME THE CAUSE AROSE.

MR. HOWSER: YOUR HONOR, YOU LOOK AT THE AFFIDAVIT, IT REFERS TO 2007. IF YOU LOOK AT THE AMENDED COMPLAINT, PARAGRAPHS FIFTEEN THROUGH TWENTY-TWO, WHICH RECITE FACTUAL BACKGROUND MATERIAL, ALL REFER TO 2007.

IF WE'RE DEALING WITH A 2003 CAUSE OF ACTION, THAT

MAY BE TRUE AGAINST THE CO-DEFENDANT, BUT NOT AGAINST MR. GARRETT, MR. HENDERSON OR THE GARRETT LAW FIRM BASED ON THE ALLEGATIONS IN PARAGRAPH TWENTY-SIX. ALL THOSE CAUSES OF ACTION WOULD HAD TO HAVE -- HAD TO ACCRUE BASED ON THE ALLEGATIONS OF THE AMENDED COMPLAINT SUBSEQUENT TO JULY 1, 2005.

THE COURT: HOW ABOUT THAT?

MR. HILKA: WELL, THAT'S WHERE WE WOULD TAKE ISSUE. ACTUALLY THE GARRETT LAW FIRM DRAFTED THIS CONTRACT IN -- ON OR ABOUT MAY 17TH, 2004. SEE, YOUR HONOR, WHAT WE HAD IS THAT THESE PARTIES WERE GOING TO BUY AND SELL A PIECE OF PROPERTY. AND I'VE GOT ANOTHER EXHIBIT HERE. IT'S ACTUALLY EXHIBIT "B", THE AMENDED COMPLAINT THAT I TOOK OUT. MAY I APPROACH THE BENCH, YOUR HONOR?

THE COURT: YES, SIR.

MR. HILKA: SO MANI INVESTMENTS GOES TO SCOTT WARD TO ENTER INTO A BUY/SELL AGREEMENT, WHICH IS EXHIBIT "B" IN THE AMENDED COMPLAINT. YOU GO TO THE -- YOU OPEN UP THE EXHIBIT, ON PAGE TWO OF THE CONTRACT IT HAS LINE "J" AT THE TOP OF THE PAGE SAYS A HUNDRED THOUSAND DOLLAR DOWN PAYMENT AT CLOSING.

AND IF YOU FLIP TO THE BACK PAGE OF THIS, IT'S THE SECOND TO LAST PAGE OF THE CONTRACT OR MAYBE THIRD TO LAST PAGE OF THE CONTRACT, SECOND TO LAST -- ACTUALLY PAGE NINE OF TEN OF THE ACTUAL CONTRACT NOT INCLUDING THE

EXHIBIT. IT SAYS ADDITIONAL TERMS AND CONDITIONS. GARRETT LAW FIRM TO PREPARE OWNER FINANCE AGREEMENT AND RECORD AT THE LOCAL COURTHOUSE OR LEASE WITH OPTION TO PURCHASE, WHICHEVER THE MORTGAGE COMPANY WANTS.

SO THEY HAVE THIS AS A TEMPLATE, WHICH IT SAYS A HUNDRED THOUSAND DOLLARS DOWN PAYMENT. SOMEHOW IT TURNED INTO AN OPTION TO PURCHASE REAL ESTATE. THEN IN 2007 THE FIRST TIME MY CLIENT HAD NOTICE THAT IT WASN'T A DOWN PAYMENT WAS WHEN WE RECEIVED A LETTER FROM THE GARRETT LAW FIRM INDICATING THAT THEY NEVER EXERCISED THEIR OPTION CORRECTLY.

MY CLIENT HAD NO NOTICE, HAD NO REASON TO KNOW THAT THIS WASN'T A HUNDRED THOUSAND DOLLAR DOWN PAYMENT. THEY HAD NO REASON TO KNOW THAT THE OTHER SIDE WAS GOING TO BACK OUT UNTIL 2007. SO THE ACTUAL INSTANCE WHERE WE'RE CLAIMING THAT NEGLIGENCE OCCURRED WOULD BE IN THE 2004 INITIAL CONTRACT. WHEN WE FOUND OUT ABOUT IT WAS 2007. WE WOULDN'T HAVE ANY IDEA TO FIND OUT ABOUT IT UNTIL THE DEAL FELL THROUGH THREE OR FOUR YEARS AFTER THEY HAD ENTERED INTO THE ORIGINAL AGREEMENT.

THE COURT: MR. HOWSER.

MR. HOWSER: YOUR HONOR, IF YOU LOOK AT THE ALLEGATIONS OF THIS AMENDED COMPLAINT, WHAT THEY'RE SAYING IS WE ENTERED INTO THIS AGREEMENT IN 2004. THEN IN 2007 WE ASKED FOR AN EXTENSION OF TIME TO EXERCISE AN

OPTION. AND AS A RESULT OF THIS WE GOT TWO SIXTY DAY EXTENSIONS OF TIME.

THEN WHEN WE GOT, FROM THE PLAINTIFF THAT IS, WHEN THE PLAINTIFF GOT READY TO CLOSE THE TRANSACTION HE WAS ADVISED THAT HE HAD NOT EXERCISED HIS OPTION OR IT HAD NOT EXERCISED ITS OPTION PROPERLY, THEREFORE, THIS CAUSE OF ACTION HAD TO HAVE ARISEN IN 2007, NOT IN 2004 AS THE PLAINTIFF ASSERTS. AND SINCE IT AROSE IN 2007 THE STATUTE APPLIES, AND HE MUST HAVE AN AFFIDAVIT FROM A PROPER EXPERT SETTING FORTH THAT MY CLIENTS COMMITTED A NEGLIGENT ACT AND THE BASIS FOR THAT OPINION.

THE COURT: NOW, MR. HILKA, IT SEEMS THAT THE PLAINTIFF SO FAR AS THE ATTORNEY NEGLIGENCE ACTION IS TRYING TO BOOTSTRAP FROM THIS 2004 AGREEMENT, WHATEVER IT IS, WHETHER IT'S AN OPTION, IT SAYS COMMERCIAL PURCHASE AGREEMENT AND DEPOSIT RECEIPT. THAT'S WHAT IT SAYS.

MR. HILKA: YES, YOUR HONOR.

THE COURT: THE COURT HAS NOT PERUSED THE ENTIRE DOCUMENT, BUT IT SEEMS THAT THE PLAINTIFF IS TRYING TO BOOTSTRAP ANYTHING IN THIS DOCUMENT, 2004 DOCUMENT, TO WHAT HAPPENED IN 2007 WHEN THE DEAL APPARENTLY FELL APART.

MR. HILKA: YOUR HONOR, LET ME CLARIFY. WHAT WE ARE ACTUALLY CONNECTING IS THAT -- THAT DOCUMENT THAT WE GOT THROUGH SUBPOENA WITH AN INITIAL LEASE AGREEMENT WHICH

TRANSFERRED THAT ONE HUNDRED THOUSAND DOLLAR DOWN-PAYMENT INTO A ONE HUNDRED THOUSAND DOLLAR PURCHASE PRICE FOR THE OPTION.

SO WHEN THIS DEAL FELL THROUGH MY CLIENTS NEVER GOT THEIR HUNDRED THOUSAND DOLLARS BACK. THEY THOUGHT IT WAS A DOWN-PAYMENT. IN 2004 THEY TRANSFERRED THIS DOCUMENT INTO A LEASE WITH OPTION TO PURCHASE. AND THAT'S WHERE WE SAY THEY WERE NEGLIGENT IN CREATING -- REPRODUCING THE ESSENCE OF THIS AGREEMENT INTO THE NEW AGREEMENT.

WE HAD NO IDEA TO FIND OUT THAT IT WAS THAT WAY UNTIL THE DEFENDANTS DECIDED TO BACK OUT OF THE AGREEMENT. THEN WE STARTED LOOKING BACK THROUGH IT. AND THEY SAID, THIS IS ONLY AN OPTION. YOU PURCHASED THE OPTION AT A HUNDRED THOUSAND DOLLARS. YOU DIDN'T EXERCISE IT PROPERLY. NOW YOU LOSE YOUR HUNDRED THOUSAND DOLLARS.

AND IF YOU LOOK AT THAT ORIGINAL AGREEMENT, IT'S OBVIOUSLY WRITTEN DOWN AS A DOWN-PAYMENT. FROM THAT DOWN-PAYMENT TO THE INITIAL LEASE, WHICH IS THE -- ONE OF THE FIRST EXHIBITS IN THE COMPLAINT, IT COMPLETELY INVALIDATES THAT INITIAL AGREEMENT. THEY TRANSFERRED IT FROM A BUY/SELL AGREEMENT WITH A FIVE THOUSAND DOLLAR DEPOSIT, A HUNDRED THOUSAND DOLLAR DOWN-PAYMENT, SOMEHOW BECAME A LEASE WITH OPTION TO PURCHASE FOR A HUNDRED -- HUNDRED GRAND, WHICH CAUSED MY CLIENT TO LOSE A HUNDRED

THOUSAND DOLLARS. AND THEY DIDN'T FIND THAT OUT UNTIL 2007.

SO WE'RE NOT REALLY IN ESSENCE BOOTSTRAPPING FROM 2004 TO 2007. WE'RE REALLY GOING FROM 2004 TO 2004, A COUPLE OF MONTHS APART FROM THE ORIGINAL AGREEMENT AND THE ORIGINAL LEASE WITH OPTION TO PURCHASE.

THE COURT: MR. HOWSER, WILL YOU SPEAK AGAIN, PLEASE?

MR. HOWSER: YES, SIR, YOUR HONOR. WHAT I'M HEARING HIM SAY IS, OH, WE CAN GET AROUND THE STATUTE OF LIMITATIONS FROM 2004 ---

MR. HILKA: YOUR HONOR, I MUST OBJECT SIMPLY BECAUSE THE STATUTE OF LIMITATIONS WASN'T BROUGHT UP AS A MOTION TODAY BEFORE THE COURT. SO IT'S NOT REALLY PROPER TO GO INTO THE STATUTE OF LIMITATIONS AT THIS TIME.

THE COURT: WELL, BUT THE COURT IS NOT TAKING HIS MENTIONING OF THE STATUTE OF LIMITATIONS AS A MATTER BEFORE THE COURT TO RULE ON BUT ONLY WHAT HE FEELS IT HAS TO DO WITH THE ISSUE BEFORE THE COURT. THAT'S WHETHER OR NOT IT WAS REQUIRED OF THE PLAINTIFF TO FILE AN EXPERT OPINION. SO THE COURT'S NOT TAKING THAT TO -- AS A MATTER TO BE ARGUED TODAY.

MR. HILKA: THANK YOU, YOUR HONOR.

THE COURT: CONTINUE.

MR. HOWSER: ALL RIGHT. SO WHAT GIVES HIM THE CAUSE

OF ACTION? WHAT GIVES HIM THE CAUSE OF ACTION ALLEGEDLY IS SOME ACT, ERROR OR OMISSION ON THE PART OF THE GARRETT LAW FIRM WHICH PROXIMATELY RESULTED IN DAMAGE TO HIM. WHEN DID THAT DAMAGE OCCUR? BY WHAT HE HAS SAID THAT DAMAGE OCCURRED IN 2007 WHEN HE DIDN'T GET HIS HUNDRED THOUSAND DOLLARS BACK WHEN HE WAS TOLD, HEY, YOU DIDN'T PROPERLY EXERCISE YOUR OPTION.

SO HIS CAUSE OF ACTION, YOUR HONOR, AROSE UNDER THIS ARGUMENT IN 2007. HE DOESN'T HAVE AN AFFIDAVIT. THEREFORE, HE'S SUBJECT TO DISMISSAL BY VIRTUE OF THE STATUTE.

I MEAN, THERE'S NO WAY HE CAN GET AROUND THE FACT THAT HIS DAMAGE AND THERE ARE FOUR ELEMENTS TO A CAUSE OF ACTION FOR LEGAL MALPRACTICE, ONE OF WHICH IS THERE MUST BE DAMAGE PROXIMATELY CAUSED BY THE ACT, ERROR OR OMISSION. AND THAT DAMAGE UNDER WHAT HE'S SAYING DID NOT OCCUR UNTIL HIS CLIENT DIDN'T GET HIS MONEY BACK, WAS TOLD HE HADN'T EXERCISED HIS OPTION, WHICH WAS CLEARLY IN 2007.

MR. HILKA: MAY I ADDRESS THAT POINT, YOUR HONOR?

THE COURT: YES, SIR.

MR. HILKA: THE CASE I JUST HANDED UP, COOPER VERSUS HAWKINS, ON THE BOTTOM OF THE RIGHT HAND PARAGRAPH, IT ACTUALLY SAYS FOR THE PURPOSES OF DETERMINING THE LONE EFFECT AT THE TIME AN ACTION AROSE, AN ACTION ARISES AT

THE MOMENT WHEN THE PLAINTIFF HAS A LEGAL RIGHT TO SUE ON BECAUSE THE -- BECAUSE THE LAW PRESUMES AT LEAST NOMINAL DAMAGES AT THAT POINT.

GRANTED, OUR HUNDRED THOUSAND DOLLAR DAMAGE PROBABLY DIDN'T OCCUR UNTIL 2007 WHEN WE HAD ACTUAL NOTICE OF IT, BUT IT DOESN'T CHANGE THE FACT THAT THE WRONG OCCURRED IN 2004 WHEN THAT CONTRACT THAT WE HANDED UP, THE BUY/SELL AGREEMENT, WAS TRANSFERRED INTO A LEASE WITH OPTION TO PURCHASE WHERE THE OPTION PRICE WAS A HUNDRED THOUSAND DOLLARS AND WASN'T TREATED AS A DOWN-PAYMENT. THAT'S WHERE THE NEGLIGENCE OCCURRED IN 2004.

THE COURT: AND THERE'S WHERE WE AT LEAST MENTION THE STATUTE OF LIMITATIONS. ALTHOUGH THAT'S NOT BEFORE THE COURT. I DON'T WANT ANYBODY TO GET EXCITED.

MR. HOWSER: ABSOLUTELY CORRECT, YOUR HONOR. THAT IS NOT BEFORE THE COURT AT THIS TIME.

THE COURT: THE PLAINTIFF ARGUES THAT THE CAUSE OF ACTION AROSE BACK IN 2004, BUT HIS DAMAGES OR HE WAS NOT AWARE OF ANY DAMAGES UNTIL 2007. DO YOU AGREE WITH THAT?

MR. HILKA: YES, YOUR HONOR. BUT I WOULD LIKE TO POINT OUT, YOUR HONOR, THAT THERE WERE NOMINAL DAMAGES IN 2004 OF SOME SORT BECAUSE NOW THERE'S THE OPPORTUNITY TO LOSE THE HUNDRED THOUSAND DOLLARS. WAS IT LOST AT THAT POINT? NO. BUT SINCE THERE WAS SOME KIND OF MISINTERPRETATION FROM ONE CONTRACT TO THE OTHER, THERE

WAS SOME KIND OF NOMINAL DAMAGE BECAUSE THEN IT OPENED UP THE DOOR FOR THIS HUNDRED THOUSAND DOLLARS TO BE LOST.

MR. HOWSER: YOUR HONOR, WE ---

THE COURT: YOU THINK YOU CAN FIND AN EXPERT OPINION EVEN AT THIS LATE DATE THAT WOULD SUPPORT YOUR POSITION?

MR. HILKA: IF THE COURT WANTS ME TO DO THAT, YOUR HONOR, YES, SIR.

THE COURT: HOW ABOUT THAT, MR HOWSER?

MR. HOWSER: WELL, YOUR HONOR, UNDER OUR INTERPRETATION OF THE ALLEGATIONS OF THIS COMPLAINT THE CAUSE OF ACTION ACCRUED IN 2007. AS WE VIEW THE STATUTE THE ONLY WAY THAT THE COURT CAN ALLOW AN AFFIDAVIT AT THIS TIME WOULD HAVE BEEN, YOU KNOW, IF HE WAS PRECLUDED FROM DOING IT BECAUSE THE STATUTE OF LIMITATIONS WAS ABOUT TO RUN AND HE PROMPTLY DID IT.

UNDER OUR INTERPRETATION, IF WE'RE CORRECT ON THE 2007, THE STATUTE OF LIMITATIONS HASN'T RUN. AND THE ONLY OPTION I SEE THAT THE COURT HAS UNDER THE STATUTE IS TO DISMISS IT, AND IF HE CAN GET A PROPER AFFIDAVIT, THEN HE CAN COME BACK INTO THIS COURT.

THE COURT: IT APPEARS TO THE COURT THAT THAT WOULD BE THE PROPER THING TO DO BECAUSE ALTHOUGH THE PLAINTIFF HEREIN CLAIMS THAT HIS CAUSE AROSE BACK IN 2004 BEFORE THE STATUTE WITH WHICH WE ARE CONCERNED WAS EFFECTIVE WE STILL HAVE YOUR ARGUMENT THAT AT LEAST NOMINAL DAMAGES

WERE IN EXISTENCE AT THAT POINT. THE COURT -- ALTHOUGH THAT'S WHAT THIS CASE SAYS, WE'RE LOOKING AT STEPHENS VERSUS DRAFFIN, MEDICAL DOCTOR, CITED AT 327 S.C. PAGE 1 AND AT 488 S.E. 2d AT 307 ON PAGE 309 OF THAT REPORT.

WHETHER NOMINAL DAMAGES DID EXIST EVEN THOUGH YOU ARGUE THAT, COUNSEL, IS A MATTER OF FACT TO BE DETERMINED. AND THAT'S -- THAT'S A FAR STRETCH AT THIS POINT THAT HE -- HE PUT HIS HUNDRED THOUSAND DOLLARS UP, BUT HE WASN'T DAMAGED UNTIL 2007. I MEAN, HOW DID ANY DAMAGES EXIST, EVEN NOMINAL DAMAGES, IF YOU WERE TO PRESUME THEM? WHERE WERE THEY IN 2004?

MR. HILKA: WELL, THEY WERE NOT THE ONE HUNDRED THOUSAND DOLLARS. I WILL AGREE WITH THAT, YOUR HONOR. OUR ARGUMENT WOULD BE THAT THE THEORY THAT THE NEGLIGENCE DID CAUSE DAMAGE. THERE ISN'T A EXACT FEE TO PUT ON IT. WE WOULD JUST STAND BY THE NOMINAL DAMAGES OF THE THEORY THAT OPENED UP THE DOOR TO DAMAGES RIGHT DOWN THE ROAD, WHICH, IN FACT, DID HAPPEN. SO IF THAT WAS DONE CORRECTLY, THEN THERE WOULD HAVE BEEN NO DAMAGES IN 2004 AT ALL, AND WE WOULDN'T BE HERE TODAY.

THE COURT: ALL RIGHT. THE COURT WILL GRANT THE MOTION TO DISMISS FOR FAILURE TO COMPLY WITH THE STATUTE AND TO ACCOMPANY THE AMENDED COMPLAINT WITH AN AFFIDAVIT OF SHOWING AN ACT OR OMISSION LEADING TO DAMAGES OR INJURIES. NOW THAT DOESN'T FORECLOSE A FURTHER AMENDED

COMPLAINT.

MR. HILKA: YES, YOUR HONOR.

THE COURT: BUT IT DISMISSES THE CAUSE IN THIS MATTER AS IT STANDS NOW.

MR. HILKA: YES, YOUR HONOR.

THE COURT: JUST AGAINST THOSE ENTITIES, THE GARRETT LAW FIRM, HENDERSON AND GARRETT INDIVIDUALLY.

MR. HILKA: YES, YOUR HONOR.

THE COURT: WHERE YOU GO FROM NOW IS ANOTHER MATTER. WE DO HAVE ANOTHER MOTION.

MR. HILKA: CAN I ASK ONE QUICK QUESTION?

THE COURT: SURE.

MR. HILKA: IF WHEN WE BASICALLY REFILE THIS LAWSUIT ARE WE GOING TO BE REQUIRED TO REFILE AGAINST MR. WARD AS WELL SINCE HE IS A CO-DEFENDANT IN THIS ACTION? SHOULD WE RE-SERVE HIM AS WELL? AND IF THAT'S THE CASE, IF THAT'S WHAT THE COURT WANTS US TO DO, I WOULD PROPOSE JUST HOLDING OFF ON THE MOTION UNTIL WE REFILE THE ENTIRE LAWSUIT, THEN WE CAN COME BACK HERE AND REHASH OUT EVERYTHING ONCE AGAIN.

THE COURT: IN VIEW OF THE PREVIOUS RULING THAT -- THAT'S PROBABLY IN ORDER. I MEAN, WE CAN ARGUE IT NOW, BUT HE'S GOING TO REFILE AN AMENDED -- ANOTHER -- YOU'RE GOING TO ASK FOR LEAVE OF THE COURT TO FILE AN AMENDED COMPLAINT, SECOND AMENDED COMPLAINT. YOU'RE GOING TO BE

BACK ARGUING THE SAME POSITION THEN THAT YOU ARE NOW.

MR. HITE: I DON'T BELIEVE SO, SIR, YOUR HONOR, BECAUSE THIS -- OUR MOTION CAN'T BE FIXED WITH AN AMENDED COMPLAINT, WE BELIEVE ---

THE COURT: ALL RIGHT ---

MR. HITE: --- WE BELIEVE SO.

THE COURT: LET'S HEAR IT.

MR. HITE: YES, SIR. EVEN IF YOU TAKE THE -- WE'RE ASKING FOR THE DISMISSAL OF THE AMENDED COMPLAINT. AND EVEN IF YOU TAKE THE EVIDENCE IN THE MOST -- IN THE LIGHT MOST FAVORABLE TO THE PLAINTIFF IN THIS CASE, HE SIGNED AN OPTION. THERE'S NO QUESTION ABOUT THAT, IN 2004. AND THAT OPTION ALLOWED MANI INVESTMENTS, LLC AND UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA, MANI INVESTMENTS IS A CORPORATION THAT IS A LEGAL ENTITY, ONE LEGAL ENTITY.

AND EVEN IF YOU BELIEVE THAT THE EVIDENCE THAT THEY PROVIDED, MANI I AND COMPANY IS ACTUALLY THE CORPORATION THAT SO-CALLED EXERCISED THIS OPTION. UNDER THE LAW OF SOUTH CAROLINA THE OPTION TO PURCHASE WAS NOT EXERCISED BY THE PARTY THAT HAD AN OPPORTUNITY TO DO SO. I CAN PROVIDE THE COURT WITH A COPY OF THAT MAY 17TH, 2007 EXERCISE ---

MR. HILKA: I'VE GOT A COPY, YOUR HONOR.

THE COURT: I'M LOOKING AT MR. PATEL'S AFFIDAVIT. HAVE YOU GOT A COPY OF IT?

MR. HITE: I DO, YOUR HONOR. AND ---

THE COURT: HOW -- WHAT DOES IT DO TO YOUR POSITION?

MR. HITE: I DON'T BELIEVE IT AFFECTS IT.

THE COURT: HE SAYS THAT HE WAS, OVER ON PAGE TWO, THAT BACK WHEN THIS THING ORIGINALLY HAPPENED IN MARCH OF 2004, MANI INVESTMENTS, LLC WAS DOING BUSINESS AS CORNER STOP STORES AND DEFENDANT, T. SCOTT WARD, ENTERED INTO THIS AGREEMENT, THIS EXHIBIT "B" IN THE COMPLAINT. AND THEN HE SAYS THAT IN REGARDS TO THAT CONTRACT HE, MEANING MR. PATEL, SIGNED ON BEHALF OF MANI INVESTMENTS DOING BUSINESS AS CORNER STOP STORES WHILE HE WAS STILL A MEMBER OF MANI INVESTMENTS. NOW THAT'S WHAT HE SWEARS TO.

MR. HITE: THE EVIDENCE THAT WE HAVE, YOUR HONOR, IS THAT MANI I EXERCISED THE -- EXERCISED THE OPTION. I DON'T HAVE EVIDENCE THAT SHOWS MANI INVESTMENTS DID.

MR. HILKA: MAY I INTERJECT JUST FOR A MOMENT JUST TO CLARIFY WHAT'S GOING ON HERE? ALL RIGHT. WE HAVE MANI INVESTMENTS, WE HAVE MANI I, INCORPORATED, AND THEN WE HAVE CORNER STOP. MANI INVESTMENTS IS AN LLC WHERE ANJAY PATEL WAS A MEMBER OF THAT LLC. MANI I, INCORPORATED IS A SEPARATE ENTITY WHERE ANJAY PATEL WAS A SHAREHOLDER OF THAT CORPORATION. CORNER STOP STORES WAS THE NAME THAT MANI INVESTMENTS, LLC WAS OPERATING AS A BUSINESS ON THAT BUY/SELL AGREEMENT I SHOWED YOU EARLIER?

THE COURT: YES.

MR. HILKA: THAT WAS SIGNED UNDER THE NAME CORNER STOP STORES. I DIDN'T EVEN REALIZE UNTIL THIS MORNING LOOKING OVER THE FILE THAT THESE ARE, IN FACT, WRITTEN BY MANI I SIGNED BY ANJAY PATEL, AND HE WROTE DOWN MANI I. THAT IS ACTUALLY A SCRIVENER'S ERROR ON HIS PART WHERE HE, HIMSELF, GOT CONFUSED ON EXACTLY WHAT ENTITY IT WAS.

THAT DOESN'T TAKE AWAY FROM THE FACT THAT THERE IS A MANI HERE THAT HAS AN AGREEMENT WITH THE DEFENDANT, T. SCOTT WARD, WHERE WE DID SEND LETTERS TO HIM AND THEN HE, IN FACT, GAVE US THE EXTENSIONS FOR THAT PERSON. BASICALLY THEY'RE TRYING TO ARGUE A CLERICAL ERROR AND NOT ACTUAL NOTICE.

THEY HAD ACTUAL NOTICE. WE HAVE A LETTER HERE FROM MAY 17TH, YOUR HONOR, WHERE IT ASKS FOR A SIXTY DAY, PERHAPS, HUNDRED AND TWENTY DAYS. MR. HITE, DO YOU HAVE A COPY OF THIS?

MR. HITE: PROBABLY DO.

MR. HILKA: WE HAVE A LETTER FROM MAY 10TH THAT IS THE INITIAL -- INITIAL LETTER HERE. HERE'S A MAY 10TH AND MAY 17TH LETTER FROM ANJAY PATEL GOING TO T. SCOTT WARD ATTEMPTING TO, AND WE WOULD ARGUE, EXERCISING THE OPTION.

MR. HITE: YOUR HONOR, IF I MAY?

THE COURT: YES, SIR, MR. HITE.

MR. HITE: THE STATE CREATED CORPORATIONS SO THAT SOMEBODY COULD ENTER A CONTRACT WITH THEM AND THEY COULD TRUST WHO THEY'RE DEALING WITH. IN THIS SITUATION MY CLIENT ENTERED A CONTRACT WITH MANI INVESTMENTS. HE KNOWS EXACTLY WHO HE'S DEALING WITH.

IF SOMEBODY ELSE COMES ALONG, HE HAS NO IDEA WHO MANI I AND WHO ALL'S BEHIND THAT. HE'S UNPROTECTED IF IT'S ALLOWED FOR OTHER CORPORATIONS, SIMILAR NAMES, SIMILAR PEOPLE RUNNING THEM OR WHATEVER, IT PROVIDES HIM NO SECURITY THAT THE PERSON HE OFFERED THE OPTION TO ACTUALLY EXERCISES IT.

IF THEY WANT TO WRITE ANOTHER AFFIDAVIT SAYING THAT IT WAS A SCRIVENER'S ERROR, THEN THEY CAN DO SO AND THEN REFILE THE AMENDED COMPLAINT. BUT TODAY THE ACTUAL PARTY WHO CAN EXERCISE THIS OPTION WITH THEIR EVIDENCE DID NOT EXERCISE THE OPTION. THE CASE SHOULD BE DISMISSED, YOUR HONOR.

THE COURT: AT BOTTOM YOUR ARGUMENT IS THAT MANI INVESTMENT, LLC ENTERED INTO THE ORIGINAL AGREEMENT.

MR. HILKA: THE ORIGINAL LEASE WITH OPTION TO PURCHASE AGREEMENT.

THE COURT: WITH OPTION TO PURCHASE. I'M CALLING THAT AN AGREEMENT. IT SAYS COMMERCIAL PURCHASE AGREEMENT AND DEPOSIT RECEIPT. AND THEN IT ACTUALLY IS A LEASE WITH A RIGHT TO PURCHASE WHEN YOU READ IT ALL THE WAY

THROUGH. AGREED?

MR. HILKA: YES, YOUR HONOR. JUST TO CLARIFY, THE COMMERCIAL BUY/SELL AGREEMENT WITH DEPOSIT RECEIPT WAS ACTUALLY SIGNED BY CORNER STOP STORES, WHICH IS WHY THAT AFFIDAVIT IS INCORPORATED JUST TO CLARIFY THAT CORNER STOP STORES IN ESSENCE WAS MANI INVESTMENTS, LLC. THIS IS VERY CONFUSING ON THE NAMES. I WILL AGREE ABOUT THAT.

THE COURT: WELL, THE POINT COUNSEL MAKES FOR DEFENDANT WARD IS WELL TAKEN. AND IT'S ELEMENTARY THAT IN THE LAW A CORPORATION IS A SEPARATE PERSON HAVING AN INDIVIDUAL NAME. AND MANI INVESTMENTS, LLC IS NOT THE SAME THING AS MANI I, INC. THEY ARE TWO SEPARATE AND DISTINCT PERSONS IN THE EYES OF THE LAW.

MR. HILKA: I AGREE WITH YOU A HUNDRED PERCENT, YOUR HONOR.

THE COURT: SO WE HAVE A PROBLEM THERE. NOW, HERE AGAIN, IF YOU WANT TO AMEND AND GET THAT STRAIGHTENED OUT, SO BE IT, BUT YOU MAY BE BACK HERE WITH A SIMILAR SITUATION BECAUSE THESE LETTERS SIGNED BY MR. ANJAY PATEL OVER MANI I, INCORPORATED IS NOT THE ENTITY THAT ENTERED INTO THE CONTRACT. IT WAS MANI INVESTMENTS DOING BUSINESS AS CORNER STOP STORES.

MR. HILKA: WELL, YOUR HONOR, THIS IS WHAT I'D LIKE TO ADD TO THAT ARGUMENT. AND WE UNDERSTAND THAT. AND IT'S NOT SIMILAR NAMES, ALMOST EXACTLY THE SAME NAME. SO

THE CONFUSION IS UNDERSTANDABLE.

HERE'S THE TOP COPY OF THE RENEWED -- THE RENEWED LEASE. PERMISSION TO APPROACH?

THE COURT: YES, SIR.

MR. HILKA: IF YOU LOOK AT THE DATES ON THE LETTERS, MAY 17TH ANJAY PATEL SENT A LETTER TO T. SCOTT WARD. ON MAY 17TH THERE'S A FAX FROM THE GARRETT LAW FIRM WITH THE AMENDED LEASE. SO OUR ARGUMENT IS THAT THEY ACTUALLY WAIVED THEIR -- THEY SHOULD BE ESTOPPED FROM NOW SAYING THEY DIDN'T RECEIVE NOTICE. THERE'S A CONTRACT RIGHT THERE THAT'S BEEN AMENDED AND RENEWED ON THE SAME DATE THE LETTER WAS SENT.

I DON'T -- I CAN'T SEE HOW THE COURT CAN SEE THAT IS JUST COINCIDENCE WHERE T. SCOTT WARD ACTUALLY DID ACCEPT THIS. HE KNEW WHO HIS RESIDENT WAS. HE DIDN'T MIND THAT IT SAID MANI I AT THE FIRST TIME. HE WENT AHEAD AND RENEWED THE CONTRACT. SO I THINK THEY SHOULD BE ESTOPPED FROM TRYING TO ARGUE THAT THEY DIDN'T KNOW WHO THIS PERSON WAS OR THIS ENTITY WAS WHEN, IN FACT, THEY'D BEEN DEALING WITH ANJAY PATEL AND A COMPANY CALLED MANI FOR TEN YEARS. EXCUSE ME, SIX YEARS.

MR. HITE: YOUR HONOR, THIS IS JUST A COPY OF THE LEASE. THIS ISN'T A COPY OF THE PURCHASE WHERE THE NAME WAS CHANGED TO ANJAY PATEL. AND HE HAD THE OPPORTUNITY TO EXERCISE THIS OPTION.

MANI INVESTMENTS IS THE ONLY PARTY THAT COULD EXERCISE THIS OPTION, DID NOT. EVEN WITH ANJAY PATEL'S NAME ALL OVER EACH CORPORATION THERE IS, THE ONE THAT IS -- HAS THE OPPORTUNITY TO EXERCISE THIS OPTION DID NOT DO SO.

THE COURT: MANI INVESTMENTS.

MR. HITE: CORRECT.

THE COURT: HE EXERCISED IT AS MANI I.

MR. HITE: YES, SIR.

THE COURT: AGAIN IN RETURNING, THESE ARE TWO DIFFERENT, SEPARATE, DISTINCT ENTITIES IN THE EYES OF THE LAW. MANI INVESTMENTS, LLC ENTERED INTO THE AGREEMENT WITH THE DEFENDANT WARD, BUT THE EXERCISE OF THE OPTION OR THE -- REFERRING TO THESE LETTERS, ---

MR. HILKA: YES, YOUR HONOR.

THE COURT: --- 17 MAY OF 2007 LETTER FROM MR. PATEL SEEKING TO EXTEND THE LEASE SIXTY DAYS OR CONFIRMING THE AGREEMENT TO EXTEND IT SIXTY DAYS AND ANOTHER SIXTY DAYS IF NEEDED FOR A TOTAL OF A HUNDRED AND TWENTY DAYS, THAT WAS SIGNED BY MR. PATEL AS MANI I, INCORPORATED, NOT AS THE PROPOSED LESSEE AND/OR PURCHASER, MANI INVESTMENTS, LLC.

AND THEN THE LETTER OF THE 10TH OF MAY, WHICH PRECEDES THE AFOREMENTIONED LETTER IS A LETTER TO THE DEFENDANT WARD INFORMING HIM THAT WE ARE EXERCISING OUR

RIGHT TO PURCHASE THE PROPERTY PURSUANT TO THE AGREEMENT OF 17 MAY, 2004 AND THEN REQUESTING THE EXTENSION THAT WAS CONFIRMED IN THE LETTER OF THE 17TH OF MAY, BUT STILL SIGNED BY MR. PATEL AS AN OFFICER/AGENT AND/OR REPRESENTING MANI I, INCORPORATED, WHICH IS NOT THE ENTITY THAT ENTERED INTO THE AGREEMENT. THAT'S A PROBLEM. THE COURT GRANTS THE MOTION TO DISMISS.

MR. HITE: THANK YOU, YOUR HONOR.

THE COURT: HERE AGAIN, IT'S EXPECTED THAT THIS MATTER IS GOING TO RETURN. THIS BUSINESS LAW FIRM IS AT LIBERTY TO MOVE BEFORE THE COURT TO FILE A SECOND AMENDED COMPLAINT. HOWEVER, IT WOULD HAVE TO BE ACCOMPANIED WITH A CERTIFICATE FROM AN EXPERT.

AND THIS -- IT'S A LONG SHOT TO INCORPORATE THE 2004 MATTER WITH WHAT WE NOW KNOW WAS ANOTHER LEASE AGREEMENT, LEASE PURCHASE AGREEMENT ENTERED INTO ON THE 17TH OF MAY, 2007. WE'LL LEAVE THAT PROBLEM TO YOU, COUNSEL.

MR. HILKA: THANK YOU, YOUR HONOR. WOULD YOU LIKE THAT IN THE FORM OF AN AMENDED MOTION? OR, EXCUSE ME, A MOTION TO AMEND OR JUST ---

THE COURT: WELL, YOU'LL HAVE TO ACCOMPANY YOUR SECOND AMENDED COMPLAINT WITH A MOTION TO FILE ---

MR. HILKA: YES, YOUR HONOR.

THE COURT: --- SECOND AMENDED COMPLAINT. AND THEN COUNSEL CAN TAKE SUCH POSITION WITH REGARD TO THAT AS

THEY WISH. BUT THAT'S YOUR RIGHT IS TO FILE A MOTION TO FILE A SECOND AMENDED COMPLAINT NEXT TO THE MOTION.

MR. HILKA: NOW CAN I BRING UP THAT THE -- MR. HITE BROUGHT UP JUST THAT ONE ASPECT OF THE BREACH OF CONTRACT. WE STILL HAVE A RESULTING TRUST AND OTHER CAUSES OF ACTION THAT ARE BASED OFF OF THE BUY/SELL AGREEMENT NOT JUST THE LEASE WITH THE OPTION TO PURCHASE.

THE COURT: WELL, YOU WOULD INCORPORATE THOSE AGAIN IN YOUR AMENDED COMPLAINT THAT THEY -- THEY JUST WOULD BE RESTATED.

MR. HILKA: YES, YOUR HONOR.

THE COURT: I MEAN, IF A RESULTING TRUST EXISTED, THEN THAT'S A QUESTION OF FACT.

MR. HILKA: YES, YOUR HONOR.

THE COURT: BUT WE CAN'T CHANGE MANI INVESTMENTS, LLC INTO MANI I, INCORPORATED. THEY'RE TWO DIFFERENT THINGS.

MR. HILKA: EVEN THOUGH THEY DID GRANT THE EXTENSION, TWO EXTENSIONS THAT WERE TALKED ABOUT IN THE TWO LETTERS?

THE COURT: APPARENTLY THEY GRANTED IT TO A PARTY THAT WAS NOT -- A PERSON OR AN ENTITY THAT WAS NOT A PARTY TO THE LEASE AGREEMENT.

MR. HILKA: YES, YOUR HONOR, I UNDERSTAND.

THE COURT: THEY CAN'T -- CAN'T CHANGE THAT.

MR. HILKA: I UNDERSTAND.

THE COURT: WELL, THANK YOU FOR UNDERSTANDING. NOW, MR. HOWSER, WILL YOU DO A BRIEF -- BRIEF ORDER THAT GRANTS THE DISMISSAL AND YOUR CLIENTS IN THIS CASE, KNOWING THAT YOU'RE GOING TO PROBABLY RECEIVE A MOTION FOR A SECOND AMENDED COMPLAINT?

MR. HOWSER: YES, SIR.

THE COURT: AND WE'LL DEAL WITH THAT AT THAT TIME. MR. HITE, WILL YOU DRAFT AN ORDER DISMISSING YOUR CLIENT FOR THE REASONS WE'VE ALREADY DISCUSSED?

MR. HITE: YES, SIR.

THE COURT: ALL RIGHT. THANK YOU. NOW I HAVE SOME PAPERS TO RETURN TO YOU, COUNSEL.

MR. HOWSER: AND, YOUR HONOR, I WOULD PROPOSE TO JUST DO A VERY BRIEF ORDER.

THE COURT: SIR?

MR. HOWSER: I WOULD PROPOSE TO DO A VERY BRIEF ORDER.

THE COURT: IF YOU WOULD, PLEASE.

MR. HOWSER: YES, SIR.

MR. HILKA: PERMISSION TO APPROACH?

THE COURT: MR. HITE AS WELL.

(HEARING ENDED AT 12:38 PM)

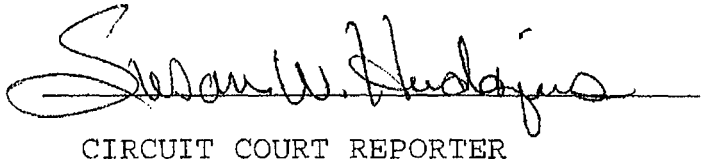
(END OF REQUESTED TRANSCRIPT OF RECORD)

CERTIFICATE OF REPORTER

I, THE UNDERSIGNED, SUSAN W. HUDGINS, OFFICIAL COURT REPORTER FOR THE THIRTEENTH JUDICIAL CIRCUIT OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE, ACCURATE, AND COMPLETE TRANSCRIPT OF RECORD OF ALL THE PROCEEDINGS HAD AND EVIDENCE INTRODUCED IN THE TRIAL/HEARING OF THE CAPTIONED CASE, RELATIVE TO APPEAL, IN THE CIRCUIT COURT FOR GREENWOOD COUNTY, SOUTH CAROLINA, ON THE 17TH DAY OF SEPTEMBER 2008.

I DO FURTHER CERTIFY THAT I AM NEITHER OF KIN, COUNSEL, NOR INTEREST TO ANY PARTY HERETO.

OCTOBER 21, 2008



CIRCUIT COURT REPORTER

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD	)	CASE NO. 2007-CP-24-1136
Mani Investments, LLC,	)	
Plaintiff,	)	
V.	)	ORDER
T. Scott Ward, The Garrett Law Firm, PC, Carson M. Henderson, and Billy J. Garrett, Jr.,	)	
Defendants.	)	
and	)	
T. Scott Ward,	)	
Third-Party Plaintiff,	)	
V.	)	
Anjay R. Patel,	)	
Third-Party Defendant.	)	

FILED COMMON PLEAS
8TH JUDICIAL CIRCUIT
GREENWOOD, S.C.
2008 SEP 29 PM 1 57

This matter came before me on motion of the Defendants The Garrett Law Firm, PC, Carson M. Henderson and Billy J. Garrett, Jr. for an Order dismissing this action pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure and § 15-36-100 of the South Carolina Code of Laws as amended, on the grounds that the Plaintiff's Amended Complaint fails to state facts sufficient to constitute a cause or causes of action against these Defendants since the Amended Complaint alleges professional negligence and other acts against attorney(s) at law and The Garrett Law Firm, PC but fails to incorporate a proper affidavit of an expert witness specifying any act or acts of

P. 93 MS

negligence as required by §15-36-100 (B) of the South Carolina Code of Laws, 1976, as amended.

Section 15-36-100 of the 1976 South Carolina Code as amended applies to all causes of action accruing after July 1, 2005, and provides in pertinent part that:

> (B) * * * [I]n an action for damages alleging professional negligence against a professional licensed by or registered with the State of South Carolina and listed in subsection (G) [which includes an attorney at law] or against any licensed health care facility alleged to be liable based upon the action or inaction of a health care professional licensed by the State of South Carolina and listed in subsection (G), the plaintiff must file as part of the complaint an affidavit of an expert witness which must specify at least one negligent act or omission claimed to exist and the factual basis for each claim based on the available evidence at the time of the filing of the affidavit.
>
> * * *
>
> (F) If a plaintiff fails to file an affidavit as required by this section, and the defendant raises the failure to file an affidavit by motion to dismiss filed contemporaneously with its initial responsive pleading, the complaint is not subject to renewal after the expiration of the applicable period of limitation unless a court determines that the plaintiff had the requisite affidavit within the time required pursuant to this section and the failure to file the affidavit is the result of a mistake * * *.
>
> (G) This section applies to the following professions:
>
> (2) attorneys at law.

There are four elements to a cause of action for legal malpractice: 1) the existence of an attorney-client relationship; 2) breach of a duty by the attorney; 3) damage to the client; and 4) proximate causation of the client's damage by the breach. *See Smith v. Haynsworth, Marion, McKay & Guerard*, 322 S.C. 433, 472 S.E.2d 612 (1996); Brewer, *Expert Testimony in Legal Malpractice Cases*, 45 S.C.L. Rev. 727, 730 (1994).

The Plaintiff contends that its cause of action accrued prior to July 1, 2005, and therefore, it was not required to have an affidavit from a professional "which must specify

at least one negligent act or omission claimed to exist and the factual basis for each claim." A reading of the Amended Complaint of the Plaintiff reveals that it contends that it did not sustain damage until 2007 when it asserts that it was wrongfully not permitted to exercise an option to purchase property from the co-defendant T. Scott Ward allegedly because of an negligent act, error or omission of Defendants The Garrett Law Firm, PC, Carson M. Henderson and Billy J. Garrett, Jr.

The Court concludes that the Plaintiff must file an affidavit as part of the Complaint as required by Section 15-36-100 of the 1976 South Carolina Code as amended. Since the Plaintiff admits it has no such affidavit and did not file such an affidavit with its Complaint,

IT IS ORDERED:

1. That the motion of Defendants The Garrett Law Firm, PC, Carson M. Henderson and Billy J. Garrett, Jr. to dismiss is hereby granted, and this action is hereby dismissed.

2. That the plaintiff may move the Court to file a Second Amended Complaint if it obtains an affidavit as required by Section 15-36-100 of the 1976 South Carolina Code as amended.

AND IT IS SO ORDERED.

Wyatt T. Saunders, Jr.
Judge, Court of Common Pleas for Greenwood County

September 29th, 2008
at Greenwood

STATE OF SOUTH CAROLINA)) COUNTY OF GREENWOOD)	IN THE COURT OF COMMON PLEAS CASE NO. 2009-CP-24-01[illegible]
Anjay Patel, Mani Investments, LLC,) d/b/a Cornerstop Stores and Mani One, Inc. Plaintiffs, V. The Garrett Law Firm PC, Carson M. Henderson, Billy J. Garrett, Jr., T. Scott Ward, One Stop Marina, Inc., Greenwood Realty, Inc., Renee Simchon, Defendants.	MOTION OF DEFENDANTS THE GARRETT LAW FIRM, PC, CARSON M. HENDERSON, AND BILLY J. GARRETT, JR. FOR SUMMARY JUDGMENT

FILED COMMON PLEAS CIRCUIT
GREENWOOD, SC
2010 AUG 20 PM 12 22

TO: THOMAS A. BELENCHIA, ESQUIRE, TRAVIS DANE HILKA, ESQUIRE AND JOHN C. STRICKLAND, ESQUIRE AS ATTORNEYS FOR THE PLAINTIFFS:

YOU WILL PLEASE TAKE NOTICE THAT the undersigned as attorney for the Defendants The Garrett Law Firm, PC, Carson M. Henderson and Billy J. Garrett, Jr. will move before the Judge of the Court of Common Pleas for Greenwood County on the tenth (10th) day after service hereof at 10:00 a.m. at the Greenwood County Courthouse, Greenwood, South Carolina, or at such other time and place as may be set by the Court, for Summary Judgment pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. The grounds for this motion are that there are no genuine issues of material facts and that these Defendants are entitled to judgment as a matter of law since:

(1) A previous Order of the Court adjudicated the contractual rights of Plaintiffs under the option referred to in the Complaint finding that Mani Investments, LLC, the legal entity that was granted the exclusive right to the option failed to exercise

that option, and that Order is the law of the case, and bars Plaintiffs from pursuing this claim against these moving Defendants;

(2) A previous Order of the Court has declared the option unenforceable because it was not properly exercised by the Plaintiff(s), and that Order establishes the law of the case;

(3) The Plaintiffs failed timely and properly to exercise the Option given to him by T. Scott Ward, and by reason of which the Plaintiffs have no claim against any of the Defendants including these Defendants;

(4) The failure to properly exercise the option was not the result of any act, error, omission or conduct of these Defendants;

(5) A previous action instituted by Mani Investments, LLC against The Garrett Law Firm PC, Carson M. Henderson, Billy J. Garrett, Jr., and T. Scott Ward was dismissed for various reasons, including the fact that the option referred to in this Complaint was not properly exercised and in fact was exercised by the wrong party; that no motion to reconsider that Order of the Court was made; that no appeal was taken from that Order dismissing the claim; that in the foregoing dismissal the Plaintiffs are precluded from maintaining this action by collateral estoppel;

(6) The Plaintiff(s) to whom the Option was given failed timely and properly to exercise the Option given by T. Scott Ward, and by reason of which the Plaintiff(s) are barred from recovery by the doctrine of waiver because *inter alia* (a) of their failure to seek and perfect an equitable redemption; (b) of their failure to secure the One Hundred Thousand ($100,000.00) set aside fund; and (c) of their failure to seek specific performance;

(7) The Plaintiff(s) to whom the Option was given failed timely and properly to exercise the Option given by T. Scott Ward, and by reason of which the Plaintiff(s) are barred from recovery by the doctrine of estoppel because *inter alia* (a) of their failure to seek and perfect an equitable redemption; (b) of their failure to secure the One Hundred Thousand ($100,000.00) set aside fund; and (c) of their failure to seek specific performance;

(8) The Plaintiff(s) failed timely and properly to exercise the option given by T. Scott Ward, and by reason of which the Plaintiff(s) are barred from recovery by reason of his, its or their sole acts and omissions;

(9) A previous action instituted by Mani Investments, LLC against The Garrett Law Firm PC, Carson M. Henderson, Billy J. Garrett, Jr., and T. Scott Ward was dismissed for various reasons, including the fact that the option referred to in this Complaint was not properly exercised and in fact was exercised by the wrong party; that no motion to reconsider that Order of the Court was made; that no appeal was taken from that Order dismissing the claim; that by reason of the foregoing dismissal no conduct on the part of these Defendants could be, or was, the proximate cause of any alleged damages of the Plaintiffs; and/or

(10) The action against these Defendants is barred by the applicable statute of limitations.

This motion will be based on the pleadings, rules of court, discovery in this case, previous Orders of this Court, applicable decisions and such other matter as may be acceptable to the court.

(SIGNATURE APPEARS ON FOLLOWING PAGE)

R. Davis Howser
of HOWSER, NEWMAN & BESLEY, L.L.C.
1508 Washington Street
Post Office Box 12009
Columbia, South Carolina 29211
(803) 758-6000

Attorney for the Defendants The Garrett Law Firm, PC, Carson M. Henderson and Billy J. Garrett, Jr.

August 19, 2010

CERTIFICATE OF SERVICE

I, the undersigned employee of Howser, Newman & Besley, LLC, attorneys for Defendants, The Garrett Law Firm, Carson M. Henderson and Billy J. Garrett, Jr., hereby certify that I have served a copy of their Motion for Summary Judgment by depositing same in a United States Postal Service Mail Box directed to counsel listed below, postage prepaid, this 19th day of August 2010:

Thomas A. Belenchia, Esquire
Travis Dane Hilka, Esquire
John C. Strickland
Post Office Box 3421
Spartanburg, South Carolina 29304
ATTORNEYS FOR THE PLAINTIFFS

Thomas E. Hite, Jr., Esquire
Post Office Box 805
Abbeville, South Carolina 29620
ATTORNEY FOR DEFENDANT
T. SCOTT WARD AND ONE STOP MARINA, INC.

Edward S. McCallum, III, Esquire
Post Office Box 148
Greenwood, South Carolina 29648
ATTORNEY FOR DEFENDANTS
GREENWOOD REALTY, INC. AND
RENEE SIMCHON

FILED COMMON PLEAS
8TH JUDICIAL CIRCUIT
GREENWOOD, SC
2010 AUG 20 PM 12 22

Judith W. Harmon

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENWOOD COUNTY
Court of Common Pleas

Frank Addy, Circuit Court Judge

Case No. 2009-CP-24-1181

The Garrett Law Firm PC, Carson M. Henderson, Billy J Garrett, Jr., T. Scott Ward, One Stop Marina, Inc., Greenwood Realty, Inc., Renee Simchon
** Of which, The Garrett Law Firm PC, Carson M. Henderson and Billy J. Garrett, Jr. are Respondents

Respondents,

vs.

Anjay Patel, Mani Investments, LLC d/b/a Cornerstop Stores, and Mani One Inc.,

Appellants

RECEIVED
JAN 31 2013
SC Court of Appeals

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal complies with Rule 210, SCACR.

March 29, 2012

1/29/2013

A BUSINESS LAW FIRM, LLC
Thomas A. Belenchia – SC Bar 2371
John C. Strickland – SC Bar 76210
Post Office Box 3421
Spartanburg, South Carolina 29304
864-439-8401

ATTORNEYS FOR APPELLANT

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENWOOD COUNTY
Court of Common Pleas

Frank Addy, Circuit Court Judge

Case No. 2009-CP-24-1181

The Garrett Law Firm PC, Carson M. Henderson, Billy J Garrett, Jr., T. Scott Ward, One Stop Marina, Inc., Greenwood Realty, Inc., Renee Simchon
** Of which, The Garrett Law Firm PC, Carson M. Henderson and Billy J. Garrett, Jr. are Respondents

Respondents,

vs.

Anjay Patel, Mani Investments, LLC d/b/a Cornerstop Stores, and Mani One Inc.,

Appellants

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal complies with Rule 210, SCACR.

January 29, 2013

A BUSINESS LAW FIRM, LLC
Thomas A. Belenchia – SC Bar 2371
John C. Strickland – SC Bar 76210
Post Office Box 3421
Spartanburg, South Carolina 29304
864-439-8401

ATTORNEYS FOR APPELLANT

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENWOOD COUNTY
Court of Common Pleas

Frank Addy, Circuit Court Judge

RECEIVED
MAR 12 2012
SC Court of Appeals

Case No. 2009-CP-24-1181

Anjay Patel, Mani Investments, LLC d/b/a Cornerstop Stores, and Mani One, Inc.

Appellants,

v.

The Garrett Law Firm, PC, Carson M. Henderson, Billy J. Garrett, Jr., T. Scott Ward, One Stop Marina, Inc., Greenwood Realty, Inc., Renee Simchon

Defendants,

Of Whom

The Garrett Law Firm, PC, Carson M. Henderson, Billy J. Garrett, Jr., are

Respondents,

CERTIFICATE OF SERVICE

PROOF OF SERVICE

I certify that I served the Record on Appeal on Respondents by depositing a copy of it in the United States Mail, postage prepaid, on March 9, 2012, address to its attorney of record, R. Davis Howser, Esq., PO Box 12009, Columbia, South Carolina, 29211.

March 9, 2012

A BUSINESS LAW FIRM, LLC
Thomas A. Belenchia – SC Bar 2371
John C. Strickland – SC Bar 76210
Post Office Box 3421