

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

J. C. Nicholson, Jr., Circuit Court Judge

Case No. 2015-CP-10-03038

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SC Court of Appeals

Barry Clarke,

Respondent/Appellant,

v.

Fine Housing, Inc. and RRJR, LLC,

Defendants,

Of which Fine Housing, Inc. is the

Appellant/Respondent.

RECORD ON APPEAL – VOLUME 2 OF 2

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1 Q So as part of this purchase process, he suggested that
2 he lease the property from you?

3 A He wanted to lease the property at a ridiculously low
4 number and I was becoming more and more concerned with his
5 intent.

6 Q I hand you what's been marked and admitted into
7 evidence as Plaintiff's Exhibit Number 22. Can you tell the
8 Court what that is?

9 A That is the first letter I received from Mr. Goldstein.

10 Q And what is the purpose of the letter?

11 A It's, I believe, summarizing a conversation that he had
12 with my attorney and -- and let me read it. It's
13 summarizing the conversation with the attorney and he stated
14 that he had sent the lease payment to the former owner and
15 was not aware that I held title, and he said he is sending a
16 check for \$1,000 representing the 2014 annual rent for the
17 parking lot.

18 Q And at the bottom of that exhibit, is there a copy of
19 the check?

20 A Yes.

21 Q And whose account is that check drawn on?

22 A Barry Clarke.

23 Q Did you have any conversation with Mr. Goldstein over
24 this or was it all by letter?

25 A Letter.

1 Q In that letter, does Mr. Goldstein raise Mr. Clarke's
2 right of first refusal that he is claiming here today?

3 A No, never.

4 Q I hand you what's been submitted into evidence as
5 Plaintiff's Exhibit Number 23 -- excuse me, go back to
6 Exhibit 22. What's the date on that letter?

7 A April 7th, 2014.

8 Q Okay. So that is after you had received the e-mail
9 from your attorney advising you for the right of first
10 refusal but before you received the first contract?

11 A Well, I received an e-mail from my attorney advising me
12 of the lease and there was some confusion, and then I had a
13 conversation with Barry Clarke and gave him my information,
14 address, and stuff, and he sent the check.

15 Q Okay. And then look again at Exhibit number 23 and
16 tell me what that is.

17 A That is another letter from Mr. Goldstein dated
18 December 11th, 2014. "Enclosed the lease payment for the
19 parking lot. Please feel free to contact me if there are
20 any questions, and a check."

21 Q How much is the check?

22 A \$1,000.

23 Q And what is the date on the check and the date on the
24 letter?

25 A They are both dated December 14th, 2014.

1 Q Did you receive that check?

2 A Yes.

3 Q And deposited it?

4 A I believe it was deposited.

5 Q In that letter, does Mr. Goldstein raise the right of

6 first refusal?

7 A No.

8 Q I hand you what's been identified as Defendant's Number

9 six and ask you if you have seen that document before?

10 A I have.

11 Q What is that?

12 A It's a letter from Mr. Goldstein to Mr. Altman, April

13 13th, 2015.

14 Q At that point in time, was Mr. Altman your lawyer?

15 A Yes.

16 Q Just summarize for me what that letter was.

17 A It's a letter discussing Robin Robinson being at her

18 property and they want to buy the property for \$115,001.

19 Q Does he raise the right of first refusal in that

20 letter?

21 A Yes.

22 Q Do you know of any communication that you had with Mr.

23 Clarke or any of those attorneys or anyone on his behalf

24 prior to this communication that raised the right of first

25 refusal?

1 A It was never mentioned.

2 Q This is the first time it was raised?

3 A This was the first time.

4 MR. MOORE: Beg the Court's indulgence for just one
5 moment.

6 Q The consideration that is listed in the deed conveying
7 the property to Fine Housing, Inc., from RRJR, LLC, lists
8 the consideration as being \$150,000. How was that amount
9 determined? A I don't know for sure. I was later told that
10 one of the attorneys filled in that number.

11 Q Is it a number that you determined and instructed?

12 A No, I never determined that at all. The tax assessor's
13 value of the property, I think, was \$680,000 at the time.

14 Q So do you know now how that \$150,000 consideration
15 found its way to that deed?

16 A Again, either William Sloan or William Swope, I guess,
17 made up the numbers for it.

18 Q Looking back at Plaintiff's Exhibit Number 22, a yellow
19 tab, there is a reference in that communication saying that
20 Mr. Goldstein has spoken with your attorney. At that point
21 in time, who was your attorney in that matter?

22 A William Sloan.

23 MR. MOORE: No further questions, Your Honor.

24 THE COURT: Any redirect?

25 MR. GOLDSTEIN: Yes, Your Honor. May it please the

1 Court?

2 REDIRECT EXAMINATION

3 BY MR. GOLDSTEIN:

4 Q The \$150,000 consideration that Mr. Moore just asked
5 you about, that was the amount you put in the deed that is
6 recorded at the RMC office, correct?

7 MR. MOORE: Objection, Your Honor. That's not what his
8 testimony was. Misstatement of the testimony.

9 THE COURT: Overruled. He can correct it. Go ahead.

10 Q You said it was \$150,000, correct?

11 A (NO RESPONSE.)

12 Q The deed? It says 150 right?

13 A I'm sorry, did you say that I put that amount in there?

14 Q No, no, no, the deed that is on record at the
15 courthouse?

16 A I believe so.

17 Q All right. It says \$150,000. And the deed is
18 accompanied by an affidavit of true consideration which the
19 preparer swears that that is the amount exchanged for the
20 property, right?

21 A I don't know anything about an affidavit like that, no.

22 Q All right. Well, whatever the deed says, the deed
23 says, right?

24 A I would disagree with that.

25 Q Okay. Well, I didn't think you would. Now, if we

1 wanted to find out what you were really paying for the
2 property, you would have a contract for sale, wouldn't you?

3 A Well, again, this was a distressed property with a lot
4 of problems and I was pressured to get to a closing table
5 before it was sold at a foreclosure sale. And our agreement
6 between myself and the seller was for two properties for one
7 price.

8 Q That's right.

9 A Other than that, I can't speculate.

10 Q I got you. But there was no contract of sale, yes or
11 no? Was there or was there not a contract of sale?

12 A No, there was never a contract. This was a fire sale.

13 Q It was a fire sale?

14 A Exactly right.

15 Q We agree on that. Now, the two contracts that you
16 testified about -- I think you have them up there on the
17 counter with you, Defendant's Four and Five. I think your
18 recollection is a little shaky on that. Do you have them
19 there in front of you?

20 A I do.

21 Q Okay. The only change is paragraph 17, isn't that
22 right? Let me read them to you. They're in evidence.
23 Paragraph 17 in Defendant's Exhibit Four says, "This
24 agreement shall bind and inure to the benefit of the parties
25 and their respective heirs, executors, representatives,

1 successors and assigns, purchaser reserves the right to
2 assign his rights under this agreement." That's what
3 Paragraph 17 says in Defendant's Exhibit Four, correct?

4 A Correct.

5 Q And Defendant's Exhibit Five, Paragraph 17 says, "The
6 parties acknowledge that if the property is vacant, then it
7 may affect purchaser's ability to obtain permits and
8 licenses; namely alcohol beverage licensing. For that
9 reason, if the current tenant vacates the property,
10 purchaser shall have the option to lease the property
11 according to the terms of Exhibit B attached hereto and
12 incorporated herein by a reference." That's what it says,
13 correct?

14 A Yes.

15 Q Okay. Those are the only changes, right?

16 A Well, no. There are several more paragraphs. There
17 appear to be 25 in the first document and the second one has
18 28 and has an attachment of a lease.

19 Q Okay. Now, according to paragraph 17 in the revised
20 vision, the purpose of that was if the place went dark and
21 there was no one occupying it, then all the licensure would
22 expire and you would be back at square one, correct?

23 A I wasn't selling a license.

24 Q That's right, you weren't. But you agree with me that
25 2028 Pittsburgh Avenue, I mean, let's be honest with each

1 other, its only value is as a properly licensed adult
2 business, correct?

3 A No, it's not its only value, no.

4 Q Well, I mean, Hilton isn't going to put up a Hilton
5 there, right?

6 A I don't think that makes any sense, but.

7 Q Well, do you think anybody is going to build a
8 residential home on that site? It's an industrial area,
9 right?

10 A It's an industrial area, but it certainly has value,
11 yes.

12 Q Well, of course, every piece of property has value, I
13 agree with you on that. But you know what I mean, this
14 isn't ---

15 A Well, I think you're trying to spin it in a different
16 way.

17 Q Well, no, I don't want to spin anything. This is a
18 search for the truth.

19 A Well, ask a direct question and I'll give you a direct
20 answer.

21 Q All right. The value of this property is in its
22 ability to be operated as a properly licensed sexually
23 oriented business, correct?

24 A That's not the only value for the property.

25 Q Fair enough. I will rephrase the question. That's a

1 good observation. Its highest and best use, its most
2 profitable use is as a properly licensed sexually oriented
3 business, correct?

4 A I would think that's correct.

5 Q Okay. Because sexually oriented business licenses,
6 they're hard to come by, right?

7 A I have no idea. I'm not in the business.

8 Q Okay. Now, paragraph five, which I don't think changed
9 from either contract, but let me make sure. Paragraph five
10 appears to be identical. Paragraph five says, "The parties
11 acknowledge their outstanding issues of affecting the
12 marketability of title to the property." This paragraph is
13 to give you as the seller an opportunity to clear up any
14 marketability title problems if there are any, right?

15 A Yes, it is, yes.

16 Q Oh, by the way, and I want to get this out in open
17 court on the record. You and I did have a telephone
18 conversation, correct?

19 A I don't ever remember having a conversation with you.

20 Q You don't?

21 A No.

22 Q You are going to deny me the opportunity to elicit
23 testimony about the compliments I paid to your counsel,
24 Charlie Altman?

25 A I'm fairly certain you are confusing me with William

1 Sloan.

2 Q Okay.

3 A I've never had a conversation with you.

4 Q Okay. A few more questions and then I'm done. Oh, you
5 testified that you had to begin a process to get Robin out
6 of the place and take it over and that ultimately resulted
7 in a settlement agreement, correct?

8 A Correct.

9 Q Okay. I show you what's been marked Plaintiff's
10 Exhibit 35.

11 MR. MOORE: May I see it?

12 MR. GOLDSTEIN: Oh, you are correct. I am so sorry.
13 This is a new one.

14 THE COURT: All right. Exhibit 35 is admitted without
15 objection. What is it?

16 MR. GOLDSTEIN: Exhibit 35 is the Settlement Agreement
17 reached in September 2014 between this defendant and Robin
18 Robinson.

19 THE COURT: Okay .

20 Q Well, since it's in evidence, I don't have to lead you
21 through it. You testified earlier about the disagreement
22 you had with Robin Robinson. You had to get her out and
23 then you entered into a settlement agreement with her, etc.,
24 correct?

25 A Yes.

1 Q All right. And as a result of that, you actually
2 signed a settlement agreement. All parties signed it,
3 correct?

4 A Correct.

5 Q And in this agreement, as part of the terms of the
6 agreement, Robin Robinson agreed when this was signed that
7 the conveyance of the property was not collateral to secure
8 a loan, but was an actual sale.

9 A It was a sale.

10 Q Well, I know, but according to Plaintiff's Exhibit 14,
11 which is already admitted into evidence without objection,
12 she filed a suit against you on February 9th, 2014,
13 disputing that saying that it was not a sale, that it was
14 collateral to secure a loan, correct?

15 A She filed a suit and then acknowledged that it was just
16 a delay tactic.

17 Q Ultimately, you prevailed?

18 A We prevailed and she said that.

19 Q Okay. But until she prevailed, the issue was
20 unsettled, correct? She was making a claim against you.

21 A Well, I was the owner. I had the deed to the property.
22 It wasn't unsettled on my part.

23 Q Right. But she filed a lawsuit against you alleging
24 that it was an unfair trade practice and a host of other
25 claims that you had tricked her into giving you the title

1 under false pretenses. I'm not saying whether it's true or
2 not, I'm just saying that was her allegation.

3 A And she told me she used it as a delay tactic to stay
4 in the property.

5 Q Okay. But in regards to those of us who were on the
6 outside and weren't parties to it wouldn't know who was
7 telling the truth, right?

8 A I think everyone knew the truth.

9 Q Well, truth can be a relative thing sometimes, correct?

10 A Not to me.

11 Q Well, let's look at Plaintiff's Exhibit 14 then, which
12 is already in evidence, so I can publish it to you. I think
13 we're going to make the court reporter have bad dreams with
14 all of these documents. All right. Plaintiff's Exhibit 14,
15 on February 19th, 2014, Robin Robinson filed a suit against
16 you alleging, among other things, that four days prior to
17 the scheduled foreclosure sale, the agent for the defendant,
18 that's you, disclosed for the first time that he would loan
19 only \$800,000 and insisted he wanted a premium of one
20 million, two hundred thousand dollars. That's what she
21 alleged, right?

22 A It's in the document.

23 Q It's in the document. And then she alleged that over
24 the course of the weekend, this is the weekend before
25 Thanksgiving, agents for the parties negotiated a loan of

1 \$850,000 in repayment of one million, one hundred fifty-
2 thousand dollars, correct? That's what she alleged?

3 A It's in the document.

4 Q Yep. She alleged that the transaction occurred on
5 Monday, December 2nd, at the Sloan Law Firm, correct?

6 A Correct. It's in the document.

7 Q All right. Then, she alleged that Sloan received into
8 his client trust account less than \$850,000 from you; that's
9 what she alleged.

10 A That's what she alleged.

11 Q And by the way, before I forget, these tax liens that
12 you were testifying about in response to your counsel's
13 questions, all of that got paid out of Mr. Sloan's trust
14 account, right?

15 A Right.

16 Q You weren't trying to mislead the Court and suggest
17 that you had to come up with more money, were you?

18 A I didn't say that.

19 Q Okay. I just wanted to make sure. She alleges that on
20 January 20th, 2014, she directed Sloan to transfer \$12,700
21 from his client's trust as payment for the January 2014 loan
22 payment. In following up on his task, was revealed that
23 Sloan had not done so and then he delivered funds on
24 February 2nd and that you had acted in bad faith by failing
25 to pay the full loan amount, to accept credit or funds from

1 possession to afford plaintiffs and their agents, to
2 institute an eviction for failure to pay rent. She alleged
3 all of those things, right?

4 A She alleged all of those things.

5 Q And she alleged that you breached the contract with
6 fraudulent intent, she alleged that, right?

7 A She did.

8 Q Okay. And she also asked the Court to rescind the
9 contract, did she not?

10 A I think so.

11 Q So if you're Barry Clarke sitting on the outside
12 looking in, how would he know who is telling the truth and
13 who is not telling the truth?

14 A He told me.

15 Q He told you? He told you that he knew you were telling
16 the truth?

17 A Yes, we had several discussions regarding our lawsuit
18 and he was going to assist me with it since he had problems
19 with her in the past.

20 Q Okay. And the letter that -- I think it was
21 Defendant's Exhibit Six, I don't want to waste the Court's
22 time while I look for it. That's my letter to Mr. Altman.
23 That's the letter that says well, we see that you have
24 resolved your case with Robin Robinson and it appears that
25 your client does claim to hold title; that's what the letter

1 says, right?

2 A Not exactly.

3 Q Okay. But something approximately like that. You want
4 to get the letter and read it?

5 A No, it doesn't say you appear, it says that the
6 litigation has been resolved. That's correct.

7 Q Oh, the stipulation of dismissal ending Robin
8 Robinson's suit against you, it was filed in September of
9 2014, correct?

10 A I believe so, yes.

11 Q Okay. Thank you.

12 MR. GOLDSTEIN: That's all the questions I have.

13 THE COURT: All right. You may step down. Thank you
14 very much. We're not doing any recross. You can call him
15 on direct on your case.

16 MR. MOORE: Okay.

17 THE COURT: Step down. All right. We will break for
18 lunch. See you at 2:30. Thank you very much.

19 (Whereupon, the Court is in recess in the trial of this
20 case for the lunch hour. Whereupon, at 2:00 p.m., the
21 following is held on the record.)

22 THE COURT: All right. Mr. Goldstein, you can call
23 your next witness, please.

24 MR. GOLDSTEIN: Thank you, Your Honor. May it please
25 the Court? We call William H. Sloan, Jr.

1 (Whereupon, Mr. Sloan is duly sworn.)

2 MR. SLOAN: William H. Sloan, S-L-O-A-N.

3 DIRECT EXAMINATION

4 BY MR. GOLDSTEIN:

5 Q Mr. Sloan, good afternoon. Thank you for coming. You
6 were double-subpoenaed, is that correct?

7 A Yes, sir.

8 Q I still owe you a witness fee. It's somewhere in that
9 file and I will get it to you. You're a licensed attorney?

10 A Yes.

11 Q In the State of South Carolina?

12 A Yes.

13 Q You do both residential and commercial closings?

14 A I did residential and commercial closings from 2001
15 until 2016.

16 Q How long have you been licensed as a member of the
17 South Carolina Bar?

18 A I was admitted November 13th, 2001.

19 Q You were the closing attorney for this particular
20 transaction?

21 A Yes.

22 Q When were you hired?

23 A I was hired the Tuesday before Thanksgiving 2013; six
24 days before the closing date of December 2nd, 2013.

25 Q Six days before the closing. If I told you that -- does

1 November 26th sound like it might be the right date?

2 A Yes.

3 Q Okay. So on November 26th, who hired you?

4 A Fine Housing, Incorporated.

5 Q Okay. What did you think you were being hired to do on

6 November 26th?

7 A A refinance transaction for a commercial property and a

8 residential property.

9 Q Why did you think you were handling a refinance?

10 A Because that's how it was explained to me by William

11 Swope.

12 Q Okay. Were you provided with any documents, such as a

13 contract of sale?

14 A No.

15 Q Okay. Did you know the terms of the alleged refinance?

16 A No.

17 Q Okay. On the 26th of November, six days before the

18 closing, what did you do to get ready for what you thought

19 was going to be a refinance?

20 A I had already received a title search from Mr. Swope,

21 thinking at the time it was a refinance, so we were trying

22 to get the terms down for the said refinance.

23 Q Okay. When did you have any conversation with anyone

24 that led you to think it might not be a refinance?

25 A I can't remember the exact date. It would have either

1 been Tuesday, the 26th or Wednesday, the 27th, or even
2 Monday, December 2nd; not before then.

3 Q Okay. And how was this information imparted to you
4 that it might be something other than a refinance?

5 A Conversations with Mr. Destaso?

6 Q Okay. And what did Mr. Destaso tell you?

7 A He told me that it was going to be a purchase
8 transaction, not a refinance.

9 Q Were you prepared to handle a purchase transaction?

10 A That's not an easy yes or no, but I did have title
11 work. Of course, I didn't have a contract, but I did the
12 best I could under the time constraints.

13 Q And what did you understand the time constraints to be?

14 A There was a pending foreclosure sale on Tuesday,
15 December 3rd, at 11:00 a.m. in this courthouse for the Sol
16 Legare property, the residential property.

17 Q And who was handling that foreclosure action?

18 A Mr. Altman.

19 Q All right. And what was your understanding of when the
20 funds had to be in Mr. Altman's hands in order to avoid the
21 foreclosure?

22 A I had to drive to his office to hand him a bank check
23 before 10:00 a.m., an hour before the sale time.

24 Q And the sale time was on December 3rd?

25 A Tuesday, December 3rd at 11:00 a.m.

1 Q The closing was on December 2nd?

2 A Correct.

3 Q And you were first notified of this on November 26th?

4 A Correct.

5 Q And when you were first notified, you thought you were

6 handling a refinance?

7 A Correct.

8 Q Okay. Have you handled closings before?

9 A Yes.

10 Q Have you handled closings before that involved the sale

11 of real property?

12 A Absolutely.

13 Q Have you ever handled a sale of real property prior to

14 this one, this alleged sale, have you ever handled one that

15 did not have a contract for sale?

16 A I had to jog my memory, I don't recall doing a purchase

17 transaction without a sales contract. It's possible, but I

18 can't remember.

19 Q I'm going to take that same question and turn around

20 and make it a mirror image of itself. Do you ever recall

21 doing a purchase closing without a sales contract?

22 A No, I do not recall.

23 Q In preparing to handle the transfer of real property,

24 is the sales contract a normal starting point?

25 A Yes.

1 Q Okay. What information is contained in the sales
2 contract that you relied upon in order to prepare for a
3 closing?

4 A Buyer, buyer's name, seller's name, property address,
5 tax map service number, legal descriptions are usually not
6 on there, but purchase price, closing date, and any special
7 provisions.

8 Q Okay. Ultimately, what did you understand the alleged
9 purchase price to be? What amount?

10 A \$850,000.

11 Q And did your office prepare two deeds for recording in
12 the RMC office in Charleston County?

13 A No. Mr. Swope prepared the deeds representing the
14 seller in the transaction.

15 Q And who signed those deeds on behalf of the seller?

16 A Robin Robinson.

17 Q Okay. Did you record those deeds on behalf of Fine
18 Housing, Inc.?

19 A Yes.

20 Q Okay. Was their consideration reflected in the deeds
21 for each parcel of real estate?

22 A Yes.

23 Q Without looking at the documents, which you can review
24 them, they are up there in front of you if you need them.

25 But if you could do it without looking at them, do you

1 recall what the consideration for each parcel was?

2 A The purchase price listed for the Pittsburgh property
3 was \$150,000 and the purchase price consideration for the
4 Sol Legare property was \$700,000.

5 Q Okay. Did Mr. Destaso know that?

6 A Near as I recall, yes.

7 Q Okay. And how did he know that?

8 A I had several phone calls and e-mails with him on
9 Monday, December 2nd, 2013.

10 Q Did the -- were the deeds recorded at the RMC office?

11 A Yes.

12 Q And do the deeds, when they are recorded, are they
13 accompanied by an affidavit of true consideration?

14 A Yes.

15 Q Okay. Now, did you receive \$850,000 in your escrow
16 account for disbursement?

17 A No.

18 Q How much did you receive?

19 A \$815,000, 8-1-5.

20 Q When did you find out that you were receiving 815 and
21 not 850?

22 A Sometime in the early afternoon on December 2nd, 2013.

23 Q Did you have an adequate period of time to get all of
24 this ready?

25 A It's not an easy yes or no. It was certainly a rushed

1 closing, to put it mildly.

2 Q Were you relying on information being provided to you?

3 A Yes.

4 Q Okay. Did you have enough time to conduct a full 40-
5 60-or even 20 year search without relying on information
6 that was provided to you?

7 A Mr. Swope, I relied on the title work of Mr. Swope that
8 he furnished sometime earlier in the month, sometime around
9 -- around November the 17th, sometime around there.

10 Q Okay.

11 A To do the closing.

12 Q Okay. Did that property title work provided to you
13 reveal the existence of a lease recorded at the RMC office
14 in favor of Barry Clarke?

15 A No, it did not.

16 Q When did you discover that there was a lease on file at
17 the RMC office in favor of Barry Clarke?

18 A March 21st, 2014.

19 Q Okay. And that was after the closing?

20 A Yes.

21 Q Now, had you fully disbursed all of the money from your
22 escrow account?

23 A No.

24 Q Okay. Again, I have the checks up there if you need to
25 review them, but just approximately how much did you still

1 have in your escrow account?

2 A It was somewhere in the low six figures. I think it
3 was around \$150,000.

4 Q Okay. And for what purpose was that money being
5 retained in your escrow account?

6 A For payoffs on tax liens that Mr. Swope was allegedly
7 procuring.

8 Q Okay. And ultimately was there sufficient money in
9 your escrow account to satisfy all those liens?

10 A Yes.

11 Q And at the end of the -- once all the dust had settled,
12 was there money to convey to Robin Robinson?

13 A No.

14 Q Okay. Can you tell us -- and again, I'll be happy to
15 show you the HUD statement, because it's in evidence. Would
16 you feel more comfortable with that in front of you?

17 A Sure.

18 Q Okay. Let me hand it to you. Do you see it?

19 A There it is.

20 Q I'm handing you Plaintiff's Exhibits Four through Ten.
21 Now, some of these are not in evidence, so we will get to
22 those in a second. Plaintiff's Exhibit Four, is that your
23 settlement statement?

24 A Yes.

25 Q Did you prepare that?

1 A Yes.

2 Q Did someone sign it on behalf of Fine Housing, Inc.?

3 A Exhibit Four, no. The exhibit in front of me is not
4 signed by Fine Housing, at least not in the spot where it
5 usually would be signed.

6 Q You just figured it must be another version that has a
7 signature on there somewhere?

8 A I believe there is.

9 Q And who signed on behalf of Robin Robinson?

10 A Robin Robinson signed for herself and I believe she
11 signed as an authorized member of RRJR, LLC.

12 Q Okay. Now, based on that settlement statement, it
13 shows the alleged purchase price of 850, correct? \$850,000,
14 correct?

15 A Yes.

16 Q Okay. You've already told us only 815 got wired in?

17 A Correct.

18 Q Were you provided an explanation as to why there was
19 \$35,000 withheld?

20 A Near as I recall, Mr. Destaso withheld \$35,000 for a
21 security deposit on the forthcoming leases on the commercial
22 property.

23 Q All right. Now, on the settlement statement, how much
24 of the \$815,000 that was wired into your account, how much
25 of it went back to Mr. Destaso?

1 A I'm not sure of any of it.

2 Q Okay. Let me ask you this, was there a \$5,500 check to

3 AAA?

4 A Yes.

5 Q Did you void that check and reissue it to Tamara Lane,

6 Inc.?

7 A Near as I recall, yes.

8 Q Okay. Do you know who Tamara Lane, Inc., was?

9 A No, not until today.

10 Q Okay. But you were directed to issue that check by Mr.

11 Destaso?

12 A Yes.

13 Q Okay. Now, did you also send \$3,500 back to a New York

14 Lawyer named Joseph Scarmato -- I might be mispronouncing

15 that.

16 A I see that on HUD, yes.

17 Q Okay. And did you do that at the direction of Mr.

18 Destaso?

19 A Yes.

20 Q Okay. Do you know what that check was supposedly for?

21 A It says on the HUD for attorney's fees, so I'm assuming

22 it's for attorney's fees.

23 Q And did you also send a check to -- and I forgot the

24 name, you have the HUD in front of you, to an insurance

25 company that covered flood insurance on the Sol Legare

1 property?

2 A I remember dispersing a check to an insurance company,
3 but I don't ---

4 Q The checks are immediately following on the HUD.

5 A Oh, okay. Yes, to the Sherry Dumas Agency for \$9,311.
6 It was signed -- the check was dated December 11th, 2013,
7 and my assistant at the time, Janice Lambert, wrote a note
8 that she Fedexed that check to Sherry Dumas Agency.

9 Q Okay. Was that at the instruction of Mr. Destaso?

10 A Yes.

11 Q Okay. And was that to pay for his flood insurance for
12 the coming year on property he had just allegedly purchased?

13 A It was for one insurance on one of the properties. I
14 don't remember to that detail.

15 Q Okay. Did you tell Mr. Destaso you could not issue a
16 title commitment to him?

17 A Not until we had gotten the tax lien payoffs resolved,
18 which Mr. Destaso knew was going to be pending on December
19 2nd, 2013.

20 Q Okay. And if the tax liens had not been resolved on
21 December 2nd when everyone at your office was ready to close
22 -- and I take it Mr. Destaso did not come to the closing,
23 correct?

24 A He did not attend the closing.

25 Q He attended by way of power of attorney?

1 A He (could not discern what was said.)

2 Q Okay. And so on December 2nd, if all those items were
3 not settled, why did you have the closing on December 2nd if
4 all these matters were unresolved as of this day?

5 A Because with the information that he had at the time
6 and all of the information that I furnished Mr. Destaso, he
7 wanted to get this closed because it had to close on
8 December 2nd because of the imminent foreclosure sale on the
9 Sol Legare property on the morning of December 3rd.

10 Q Okay. Did Mr. Destaso ask you to take steps to see if
11 he could purchase the foreclosing creditors interest in the
12 property?

13 A I believe that's correct.

14 Q Were you successful in doing that?

15 A No.

16 Q Did Mr. Destaso ask you to assist him in purchasing the
17 Zyfus (sic) judgment?

18 A I believe he did, but I don't recall for sure either
19 way.

20 Q Now, you did hire a separate title examiner abstractor
21 to check the title, correct?

22 A Yes.

23 Q And who was that?

24 A Charles Feeley, Esquire.

25 Q Okay. When did he complete that title examination?

1 A In the late afternoon of December 3rd -- excuse me, the
2 late afternoon December 2nd, 2013.

3 Q Okay. And that title exam, did it or did it not reveal
4 the existence of the Barry Clarke lease?

5 A He did pick it up.

6 Q Okay. But was it too late because of the urgency
7 brought on by the pending foreclosure?

8 A Yes. I was in the conference room with Ms. Robinson at
9 the time that Mr. Feeley e-mailed the title search to me.

10 Q Okay. What were your instructions upon learning that
11 information?

12 A I'm sorry, could you repeat that?

13 Q Once Mr. Feeley transmitted ---

14 THE COURT: What was the date that Mr. Feeley produced
15 the title?

16 MR. GOLDSTEIN: December 2nd.

17 THE COURT: Of '13?

18 MR. GOLDSTEIN: Yes, 2013. It was just hours after the
19 closing.

20 A It was December 2nd, 2013, around 4:30 in the afternoon
21 at the time I was in the conference room with Ms. Robinson
22 doing the closing.

23 Q Okay. And once you received that information, what
24 were your instructions then?

25 A Once I had received ---

1 Q The Feeley report.

2 A Oh, okay. I had a very few minutes to review Mr.
3 Feeley's search and there was on tax lien that I was
4 concerned about that was not reported in Mr. Swope's search.
5 So I made a nervous phone call to Mr. Swope and sent him an
6 e-mail about that tax lien and he called me back moments
7 later and reassured me that that lien was only against now
8 the late John Robinson, Ms. Robinson's husband and not Ms.
9 Robinson. I relied on that representation by Mr. Swope. So
10 at that point, I moved forward the next morning to get the
11 bank check and take it to Mr. Altman's office to stop an
12 imminent foreclosure sale.

13 Q At that moment, were you or were you not aware that the
14 lease contained a right of first refusal?

15 A Unaware.

16 Q Unaware?

17 A Unaware.

18 Q And is that because of the urgency of the closing and
19 the lack of time to prepare adequately?

20 A Yes.

21 Q Okay. Now, if you had had the luxury of the proper
22 amount of time, would you have reviewed the lease since you
23 now know there is a least recorded?

24 A Yes.

25 Q And if you had become aware of the right of first

1 refusal, would you have closed the transaction or would you
2 have taken additional steps?

3 A I would have immediately called Mr. Destaso and
4 discussed it with him on whether to move forward or cancel
5 the closing.

6 Q Okay. And you did not do that in this case?

7 A No.

8 Q Because you didn't have time?

9 A Correct.

10 Q Okay. Because at 10:00 the following day, the Sol
11 Legare property is gone?

12 A Correct.

13 Q Okay. Have you ever handled a transaction in the past
14 that did have a right of first refusal?

15 A I'm sure I did sometime in the last 16 years. I can't
16 -- I'm not sure -- I can't pinpoint -- I can't remember a
17 particular one or not.

18 Q If you found a least containing a right of first
19 refusal in a chain of title, what steps would you -- not in
20 this situation, but in a hypothetical, just a hypothetical
21 closing, parcel A, if you conducted a title search and saw a
22 least that contained a right of first refusal, what steps,
23 if any, would you take in order to be able to move forward?

24 MR. MOORE: Objection, Your Honor. He's asking this
25 witness for an opinion who is not identified as an expert.

1 THE COURT: Well, I don't think he's giving an opinion.
2 He's just asking what steps would he take as a lawyer. I
3 think he can answer that. Overruled. Go ahead. What he
4 would have -- I don't think he's taking a position as to
5 what should have been taken, but asking him what he should
6 have done as an attorney. Now, if you want to qualify him,
7 feel free.

8 MR. GOLDSTEIN: No, I'm not.

9 THE COURT: Because if you're going further than where
10 you're going, I'm going to require you to qualify him.

11 MR. GOLDSTEIN: I understand.

12 THE COURT: Okay .

13 Q If you were in a hypothetical closing, we will call it
14 Parcel A and you conducted a title examination and you see a
15 lease that contains a right of first refusal, what steps, if
16 any, would you take prior to closing the transaction?

17 A Well, first, I would communicate with my potential
18 buyer and make him aware of this and if they wanted to move
19 forward with the closing, I certainly would consult with the
20 person or entity who had the right of first refusal and made
21 them aware of this in the contract.

22 Q And did that not happen in this case, correct?

23 A That's correct.

24 Q Okay. And I just want to be clear, because I feel
25 awful asking you these questions to be brutally honest about

1 it, but the reason for that is you were so rushed you had to
2 have -- well, let me back up. That was going to be a
3 terrible question, so I'm just going to withdraw it. The
4 check you took to Mr. Altman, you had to be there by 10:00
5 on the 3rd, correct?

6 A Correct.

7 Q Would he accept your trust account check?

8 A No, he did not -- no, he would not.

9 Q Okay. What did he require as an addition?

10 A He required a bank check.

11 Q Okay. So did that require an additional step on your
12 part?

13 A That required me to getting to my bank on Mall Drive
14 and they opened at 9:00 a.m. to get a bank check from Denise
15 Orbin and then driving to Mr. Altman's office on King
16 Street.

17 Q Okay. Did that place additional time constraints on
18 your already constrained period of time in order to handle
19 this transaction?

20 A Yes.

21 Q Okay. Thank you, Mr. Sloan. I have no further
22 questions. If you would answer any questions by Mr. Moore.

23 THE COURT: Cross-examination.

24 CROSS-EXAMINATION

25 BY MR. MOORE:

1 Q Mr. Sloan, a lot of attorney's names were mentioned and
2 I just want to clarify who was involved in the transaction
3 and who was representing who. You were involved in the
4 transaction. Did you testify to the one that occurred on
5 December 2nd, 2013 where Fine Housing purchased these two
6 properties?

7 A Yes..

8 Q Who was your client?

9 A Fine Housing, Incorporated.

10 Q Mr. Swope was involved in that transaction?

11 A Yes. When it became a purchase transaction, Mr. Swope
12 took on the representation of Ms. Robinson and RRJR, LLC.

13 Q All right. You mentioned Mr. Altman, what was his
14 involvement in the transaction?

15 A He was representing a trust, I believe, the name was
16 Sherman. It was a foreclosure on the Sol Legare property on
17 James Island.

18 Q Was Mr. Altman representing Fine Housing or Mr. Destaso
19 in that transaction?

20 A No, no.

21 Q The consideration that was listed on the deed for the
22 Pittsburgh property, the \$150,000, how was that determined?

23 A I don't remember precisely, but I went back and forth
24 with Mr. Destaso and Mr. Swope and eventually those two
25 numbers were reached.

1 Q And that was on the December 2nd?

2 A Yes.

3 Q So you were talking with Mr. Swope. Why were you
4 speaking with Mr. Swope about that?

5 A Because Mr. Swope was representing the sellers and
6 preparing the deed and he attended the closing as well on
7 behalf of Ms. Robinson.

8 Q Okay. And what do you recall specifically your
9 communications with Mr. Destaso concerning the
10 consideration?

11 A I remember there was lots of back and forth between him
12 that day by phone and by e-mail, I believe. I was in
13 constant communication with him the entire day.

14 Q But do you specifically recall discussing the
15 consideration that day?

16 A With Mr. Destaso? I'm sorry, can you repeat the
17 question?

18 Q On December 2nd, 2013, do you specifically remember the
19 amount of the consideration of the Pittsburgh property with
20 Mr. Destaso?

21 A I don't remember exactly how we came to it, but we did
22 discuss the consideration.

23 Q Who signed the affidavit of consideration attached to
24 the deed?

25 A Is it one of the exhibits?

1 Q Yes.

2 A It would have either been Ms. Robinson or myself.

3 MR. MOORE: This is Plaintiff's Exhibit Three, Your
4 Honor.

5 A Oh, okay. There were two deeds. This is the deed for
6 Pittsburgh and I signed the affidavit of consideration.

7 Q I want to clarify some of your testimony because I
8 heard that you got involved in this transaction the week
9 before Thanksgiving, but there was also a date of November
10 17th that you had title work for Mr. Swope.

11 A Yes, I have to clarify that. Mr. Swope had been in
12 touch with me leading up to the time of the closing. It was
13 my understanding that he was shopping around for a refinance
14 for Ms. Robinson. Mr. Destaso did not become a client until
15 November 26th, 2013. That's the first time I became aware
16 of him, but in planning on doing a refinance, I had been in
17 touch with Mr. Swope weeks earlier about doing one.
18 November 17th is the approximate date he delivered me his
19 title search.

20 Q Did you talk with Mr. Swope before that date, November
21 17th, about this transaction that you thought was going to
22 be a loan? ? A Yes.

23 Q When did you first talk with Mr. Swope about any
24 transaction involving the Pittsburgh property?

25 A I know we had talked about doing such a transaction in

1 the summer of 2013, but I don't remember if it involved
2 Pittsburgh or just the Sol Legare property. He could not
3 find any money so he advised Ms. Robinson to file
4 bankruptcy. She fell out of bankruptcy and then later in
5 that fall, 2013, Mr. Swope started contacting me again about
6 a potential closing.

7 Q Is this the only transaction that Mr. Swope ever
8 referred to you?

9 A No.

10 Q Does he quite often refer work to you?

11 A He referred a tiny number of refinances to me.

12 Q Any other type of transactions?

13 A The only other one I can remember is I did a refinance
14 on a commercial property.

15 Q But there were other transactions or other legal
16 matters that Mr. Swope referred to you?

17 A I think he -- that's the only one I can remember. He
18 wanted to refer me other matters after this and I declined.

19 Q You made reference to tax liens in response to some of
20 the questions that Mr. Goldstein asked. Specifically, you
21 said you couldn't issue a title until all of the tax liens
22 were satisfied; is that correct?

23 A Correct.

24 Q When were all of the tax liens satisfied?

25 A I'm not sure.

- 1 Q Was it the next week?
- 2 A Probably not until 2014, I believe.
- 3 Q All right. How far into 2014?
- 4 A Late into 2014.
- 5 Q And are those things that you worked to resolve?
- 6 A No, but Mr. Destaso retained Mr. Altman in February
- 7 2014 I believe for evicting Ms. Robinson out of the
- 8 commercial property and then Mr. Altman took over all of
- 9 Fine Housing's matters.
- 10 Q On December 2nd, 2013, when you received that abstract,
- 11 the one that Mr. Swope did not do, did you review it?
- 12 A I looked at it as best I could do with the limited time
- 13 that I had. Again, I saw that tax lien that I did not see
- 14 in Mr. Swope's report and then I had that phone call with
- 15 Mr. Swope and Mr. Swope assured me that tax lien -- he
- 16 assured me incorrectly that that tax lien didn't apply to
- 17 the Sol Legare property.
- 18 Q Did you see the lease that day?
- 19 A I don't recall seeing it.
- 20 Q Did you review the lease that day?
- 21 A No.
- 22 Q Did you ask the abstractor to provide you with a copy
- 23 of the lease that day?
- 24 A No.
- 25 Q When did you first review the lease?

1 A March 21st 2014.

2 Q I'm handing you a document that has been entered into
3 evidence as Plaintiff's Exhibit Number 12. Let me ask you
4 if you recognize that?

5 A Yes.

6 Q What is that?

7 A That's the e-mail I sent to Mr. Altman and Mr. Destaso
8 advising them about the lease -- I mistakenly said it was
9 the Sol Legare property when it was actually for the
10 Pittsburgh property and the right of first refusal.

11 Q All right. And you made reference in that e-mail that
12 you had telephone conversation earlier that day with Mr.
13 Goldstein and Mr. Clarke?

14 A I don't remember if I spoke to Mr. Goldstein on the
15 phone about it, but I exchanged a couple of e-mails with
16 him. I did have -- this was very shortly after I had a
17 phone call with Mr. Clarke who called my office that day.

18 Q And what did Mr. Clarke tell you in that phone call?

19 A Mr. Clarke advised me of this lease with the right of
20 first refusal.

21 Q During that phone call, do you remember if Mr. Clarke
22 said I have a right of first refusal and I want to exercise
23 that right?

24 A He did not say that in that conversation.

25 Q Have you ever had a conversation with Mr. Goldstein

1 where he said Mr. Clarke has a right of first refusal if he
2 wants to exercise that right.

3 A In the two e-mails, there was no more than two that I
4 had with Mr. Goldstein. He sent me the first e-mail. I
5 sent him a reply e-mail and asked him what does Mr. Clarke
6 want to do and as I recall Mr. Goldstein e-mailed me back
7 and said he, referring to Mr. Clarke, was unsure what he
8 wanted to do.

9 Q After you sent this e-mail to Mr. Destaso and to Mr.
10 Altman, did you have a conversation with them?

11 A I'm certain I talked to Mr. Destaso on the phone that
12 afternoon. I'm sure of it.

13 Q Based on your understanding of all of the facts, is
14 that the first time that Mr. Destaso with Fine Housing had
15 notice of this lease and the right of first refusal?

16 A Yes.

17 Q Do you know how Fine Housing and Mr. Destaso came to
18 hire Mr. Altman?

19 A I referred Mr. Destaso to Mr. Altman.

20 MR. MOORE: No further questions, Your Honor.

21 THE COURT: Redirect?

22 MR. GOLDSTEIN: Maybe not, Your Honor. If I may
23 approach, I just want to check the court reporter's exhibit
24 list if I may and that may be all I need.

25 (Whereupon, Mr. Goldstein and the court reporter go

1 over the exhibit list.)

2 MR. GOLDSTEIN: No further questions, Your Honor.

3 DIRECT EXAMINATION

4 BY THE COURT:

5 Q Mr. Sloan, let me make sure I understand what you
6 testified to. You said you were withholding \$150,000 in
7 your escrow at the time of the closing for tax liens?

8 A Approximately \$150,000, yes, sir.

9 Q Later you said you didn't know if the tax liens were
10 ever satisfied? If you don't know if the tax liens were
11 ever satisfied, where is the \$150,000?

12 A It's my understanding now, Your Honor, that all the tax
13 liens have been paid off and satisfied.

14 Q Have you ever issued a title opinion to anybody?

15 A Yes, Your Honor, I did ultimately issue ---

16 Q Have you taken exceptions to the tax lien when you
17 issued or when did you issue it?

18 A I did take exceptions to the tax liens that I was aware
19 of at the time.

20 Q Well, to your knowledge, you have expended \$150,000
21 towards the tax liens to your knowledge?

22 A It was approximately that amount.

23 Q Well, approximately; that money is no longer, to your
24 knowledge, it went to the tax liens, is that correct?

25 A That's correct, Your Honor. I received instructions on

1 a couple of occasions ---

2 Q I mean, did you write the check out to Charleston
3 County or who had the tax liens, Charleston County?

4 A There was one with Charleston County. There was some
5 state tax liens and there was some federal tax liens.

6 Q Did you make the check out to the Federal, State and
7 the County or who did you make the checks out to?

8 A There was one check to the county. There was a check to
9 the State and there were checks to the Feds.

10 Q And you never took exception to the lien on the title
11 opinion?

12 A I did take exception to the liens that remained unpaid
13 at the time.

14 Q Okay. Did you ever take exception to the lease itself
15 and the first right of refusal or you really didn't read it
16 until April, so you didn't know about it until April and I
17 assume it was too late for any type of exceptions at that
18 time, is that correct?

19 A I did take exception to it in the final policy, because
20 it was issued after March 21st. I did not take exception to
21 it in the commitment that I ultimately wrote out.

22 Q Okay. That was early on?

23 A Yes, sir.

24 Q So you did take exception in the final title policy?

25 A Yes, sir.

1 Q And the title policy was issued with that exception, is
2 that correct?

3 A That is correct, Your Honor.

4 Q Okay. All right.

5 THE COURT: Any questions from either party based upon
6 the questions I asked. I just wanted to get clarification
7 because I didn't understand what he was saying.

8 MR. GOLDSTEIN: I do have a couple follow-up to Your
9 Honor's questions.

10 THE COURT: That's fine. I'll let both of you have
11 follow-up questions for him, if you have any. I just didn't
12 understand what he was saying earlier. Thank you, Mr.
13 Sloan.

14 MR. SLOAN: You're welcome, Your Honor.

15 FURTHER EXAMINATION

16 BY MR. GOLDSTEIN:

17 Q In response to Your Honor's question, I show you what's
18 been marked as Plaintiff's Exhibit 36. Does that help you
19 in answering the Court's questions?

20 A Certainly. Your Honor, Plaintiff's Exhibit 36 is a
21 ledger balance of my trust account for this closing. It
22 appears to have been created by Janice, my assistant at the
23 time on August 21st, 2014. On that date, my trust account
24 had a balance for this closing of \$134,253.71.

25 Q Okay. So that's approximately \$150 you referred to,

1 correct?

2 A Correct.

3 Q Okay. Thank you very much.

4 MR. GOLDSTEIN: And if I may ask one follow-up.

5 THE COURT: Yes, sir.

6 Q You may have asked this, Judge, and I just didn't hear
7 you, so I may be repeating the question. You did issue a
8 final title opinion?

9 A I issued a final title policy.

10 Q Title policy. Did you take exception to the Clarke
11 lease?

12 A I did take exception to the Clarke lease as the final
13 policy. I did not take exception to it in the commitment.

14 Q Got it. Okay.

15 MR. GOLDSTEIN: Thank you. That's all I have.

16 FURTHER EXAMINATION

17 BY THE COURT:

18 Q Is that Chicago or Lawyer Title?

19 A Stewart Title, Your Honor.

20 Q Okay.

21 THE COURT: Mr. Moore?

22 MR. MOORE: Based on those questions that you've asked,
23 I need to take a quick break. There is some other
24 litigation that is going on concerning these matters and I
25 need to get some information to be able to ask this witness

1 questions.

2 THE COURT: Who do you need to get it from?

3 MR. MOORE: Well, I've been retained by the Title
4 Insurance Company to represent Mr. Destaso.

5 THE COURT: I understand.

6 MR. MOORE: And I can't get involved in coverage
7 issues. You raised a question concerning the issuance of a
8 policy. I have not been involved in that and I need to
9 inquire before we close this part of the testimony.

10 THE COURT: Who are you going to inquire from? I'm
11 going to let you talk to him during the break.

12 MR. MOORE: No, sir. I'm going to inquire from the
13 title insurance company.

14 THE COURT: Okay. That's fine if you want to do that .
15 I was just trying to understand what he's saying, okay. I'm
16 not trying to get into the other litigation at all, because
17 I don't think the other litigation has any bearing on this.
18 I just didn't understand what he was saying about the tax
19 liens.

20 MR. MOORE: Well, if it's not an issue ---

21 THE COURT: To me, it's not an issue. I just wanted to
22 make sure I understand what Mr. Sloan was saying about the
23 tax liens. However, if you want to talk to the title
24 insurance company, I will be glad to give you that
25 opportunity. Because this may come back later on and I

1 understand where you're coming from. But from my
2 perspective on my decision, I don't think it has a bearing
3 on my decision, okay?

4 MR. MOORE: Can I talk with Mr. Altman for just a
5 minute?

6 THE COURT: I'll be happy to take a break and let you
7 talk with whoever you want. Let's take 15 minutes. You can
8 talk to Mr. Altman, talk to your client. Talk to President
9 Trump if you want to. All right, we will take about a 15
10 minute break. Let me know when you're ready.

11 MR. GOLDSTEIN: May I just say for the record, I now
12 move Plaintiff's Exhibit 36 into evidence.

13 THE COURT: Any objection to Exhibit 36? That's his
14 escrow account. Showing the amount of \$134,273.71.

15 MR. MOORE: No objection, Your Honor.

16 THE COURT: All right. Plaintiff's 36 admitted without
17 objection. We will take about a 15 minute break.

18 (Off the record, briefly.)

19 MR. GOLDSTEIN: Before we release the witness, your
20 court reporter informs me that Plaintiff's Exhibit Six, the
21 closing check to Joseph Scarmato, is not in evidence. So
22 before we release the witness, can I ask that Plaintiff's
23 Exhibit Six be moved into evidence.

24 THE COURT: Plaintiff's Exhibits Five, Six, Seven and
25 Eight hasn't been admitted.

1 MR. GOLDSTEIN: They have not?

2 THE COURT: No.

3 MR. GOLDSTEIN: Oh.

4 THE COURT: You moved for it but he made an objection
5 and I sustained it.

6 MR. GOLDSTEIN: Oh.

7 THE COURT: Is that right?

8 MR. MOORE: That's what I have, Your Honor.

9 THE COURT: They haven't been admitted. You moved for
10 them and he made an objection and I sustained it.

11 MR. GOLDSTEIN: Oh, well ---

12 THE COURT: I think the objection was -- I said it was
13 cumulative because the HUD statement included it and you
14 said it was relevance.

15 MR. GOLDSTEIN: Well, before we release this witness,
16 can I renew my request to -- you said Five, Six, Seven and
17 Eight are not in? ✓

18 THE COURT: Right .

19 MR. GOLDSTEIN: I'm renewing my request to move them
20 in, in light of his testimony.

21 MR. MOORE: Same objection.

22 THE COURT: All right. He has the same objection.

23 MR. GOLDSTEIN: I understand.

24 THE COURT: What's relevant about it?

25 MR. GOLDSTEIN: Oh, well, he testified -- Mr. Sloan

1 testified about them. I thought they were already in
2 evidence and he testified about them in response as to how
3 much he received and how much he dispersed out. But Your
4 Honor is correct that they are shown on the closing
5 statement.

6 THE COURT: I mean they ought to show on the closing
7 statement.

8 MR. GOLDSTEIN: They are.

9 THE COURT: My thoughts are it's cumulative. Motion
10 denied. I don't know why you want them in. The HUD
11 statement shows them. Testimony says what they are for.

12 MR. GOLDSTEIN: Judge, I'm afraid the Court is unaware
13 of the depths of my neurosis and paranoia, so that's ---

14 THE COURT: The HUD statement lists them. The
15 testimony from everybody that's testified has stated what
16 they were and what they're for. Where do you want me to --
17 paste them on the wall?

18 MR. GOLDSTEIN: I just always want more, Judge.

19 THE COURT: I sustain the objection.

20 MR. GOLDSTEIN: I understand.

21 THE COURT: On the grounds that it's cumulative.

22 MR. GOLDSTEIN: I understand. Thank you, Your Honor.

23 THE COURT: Is there any reason Mr. Sloan can't be
24 excused?

25 MR. GOLDSTEIN: Oh, no, he can be excused.

1 MR. MOORE: I agree, Your Honor.

2 THE COURT: All right. Mr. Sloan, thank you so very
3 much for being here.

4 MR. SLOAN: Thank you, Your Honor.

5 THE COURT: You are welcome to stay or go or whatever
6 you want to do. Call your next witness.

7 MR. GOLDSTEIN: I will call Barry Clarke.

8 (Whereupon, Mr. Barry Clarke is duly sworn.)

9 CLERK: Please have a seat and state your name for the
10 record and spell your last name, please.

11 MR. CLARKE: My first name is Barry; my last name is
12 Clarke, C-L-A-R-K-E.

13 DIRECT EXAMINATION

14 BY MR. GOLDSTEIN:

15 Q Mr. Clarke, do you know you're under oath?

16 A Yes.

17 Q And you have to tell the truth?

18 A Yes.

19 Q So I can ask you some questions about Betty back there?

20 A No.

21 Q All right. Tell us where you live.

22 A 2162 Westrivers Road -- that's one word, Charleston, SC
23 29412.

24 Q What kind of work do you do?

25 A Well, I have properties and I take care of the

1 properties. If you want me to be more specific?

2 Q Okay.

3 A Apartments, like the club and stuff like that.

4 Q And you manage these properties, correct?

5 A Not by myself, but I do.

6 Q Okay. And you're familiar with the lease that's been

7 entered into evidence as Plaintiff's Exhibit One, the

8 applicable section of which is ---

9 A I cannot see that writing, sir.

10 Q You cannot?

11 A Cannot.

12 Q All right. Let me hand you Plaintiff's Exhibit One.

13 A I need a magnifying glass.

14 Q All right. Plaintiff's Exhibit One is already in

15 evidence. Is that your 1999 lease with you and John

16 Robinson?

17 A It looks like it from the first line. I see the 8th of

18 January 1999. That looks like it, Yes, sir.

19 Q Did you and John Robinson negotiate the terms of that

20 lease? A Yes, we did.

21 Q Does it contain the terms that you wish to be included

22 in the lease?

23 A Yes, he and I agreed on it.

24 Q All right. Does it contain the terms that he wished to

25 be included in the lease?

1 A Yes, we agreed. We went back and forth a little bit but
2 we were friends and took care of it.

3 Q Okay. Now, I know you've been dying to tell the Court
4 about your friendship with John Robinson, so tell us about
5 your friendship with John Robinson.

6 A Well, I just happen to have a picture with me of John
7 Robinson and myself. It's a polaroid as you can see, so it's
8 a little old. But John asked me to take this picture of
9 him. It had to be, my goodness, '80s or '90s. He had the
10 club going on Market Street. The first time I met John, he
11 was 19 years old. He wanted to go into the club business.
12 I'm a little older than him by about nine years and I said
13 let me give you some good advice. He said what? I said
14 don't go in the club business. You won't get but \$10,000 to
15 help with that. But he went in it anyway and became pretty
16 successful. We were friends a very long time.

17 Q And he was married to Robin Robinson?

18 A That was one of his wives. He was married five or six
19 times. I hope I'm not saying too much, but I'm just telling
20 you about John. He's a pretty good guy.

21 Q All right. Well, that was his last one, correct?

22 A That was his last one, yes, sir.

23 Q Now, at one time did John rent your property?

24 A Yes, sir.

25 Q Okay.

1 A Specifically, the one on Pittsburgh Avenue.

2 Q Okay. 2015 Pittsburgh Avenue?

3 A Across the street, yes, sir, in the city of Charleston.

4 Q And he operated that for how many years?

5 A Gosh, it's hard to remember, probably 10 or 12 years,

6 something like that.

7 Q And did he also operate the property across the street,

8 2028 Pittsburgh Avenue?

9 A Yes, sir, he acquired that after he was at my place, if

10 I remember right.

11 Q All right. So is it your testimony then after John

12 Robinson vacated your property at 2015, he then opened up at

13 2028?

14 A He had both of them at the same time.

15 Q Okay. That was my memory, but I thought maybe I was

16 remembering wrong.

17 A He had both at the same time.

18 Q Okay.

19 A As a matter of fact, if I may, I know you don't want me

20 to -- I was going to get that property across the street and

21 he and I had a little thing about that, but he wound up with

22 it.

23 Q Okay. Now, when you were operating your place at 2015

24 Pittsburgh and he was operating his place at 2028

25 Pittsburgh, did y'all share parking?

1 A Yeah, I didn't mind him using it. Ours was just a
2 little cars in the lot and the more people think you've got
3 customers in there, so it didn't bother me at all.

4 Q Okay. Did you enter into a lease to rent -- to have
5 the right for your customers to park on his property at 2028
6 Pittsburgh?

7 A Yes, sir. I got a lease -- that's exactly right.

8 Q All right. And that lease is what's been introduced
9 into evidence as Plaintiff's Exhibit One that you have there
10 in front of you?

11 A Yes, sir.

12 Q And did the two of you hire a lawyer to draft the
13 lease?

14 A We had a lawyer there, yes, sir.

15 Q And was it a lawyer that you agreed to?

16 A We both agreed to it.

17 Q All right. Well, you anticipated my next question.
18 Was it a lawyer that he agreed to?

19 A Yes, sir.

20 Q All right. And did the two of you review the lease
21 before it was recorded?

22 A Yes, sir.

23 Q And was it recorded?

24 A Yes, sir.

25 Q Why did you record the lease?

1 A Well, I record all of my leases with the commercial
2 properties.

3 Q All right. Now, the lease provides that the term of
4 the lease is your life plus six years.

5 A Yes, sir.

6 Q And why did you make the term of the lease your life
7 plus six years?

8 A Well, I negotiated that down, if you want me to tell
9 that story. I'm sorry. It was going to be my life plus --
10 I don't know, I told him 20 years or something like that,
11 and we laughed about that, and the joke was if I die, you're
12 still going to have aggravation.

13 Q Okay. Now, did you pay the rent on the lease at all
14 times?

15 A Yes, sir, every month. I'm very careful about that.

16 Q All right. And when you would go and pay the rent,
17 until recent times, how did you go and pay it?

18 A I would go to the club. He was leasing from me. I
19 would give his manager, I believe it was 80-something
20 dollars a month. When I picked up my rent, I gave him a
21 check for 80-something dollars a month.

22 Q Okay. And did your relationship with that lease and
23 the manner in which you paid rent, did it change after
24 John's death? Did he die in 2008 or 2009?

25 A I don't remember the year, sir.

1 Q Okay. Did it become more difficult, less difficult, or
2 stay the same after his death?

3 A As far as paying the rent?

4 Q Yeah.

5 A Oh, no, instead I paid a \$1,000.

6 Q Okay.

7 A A year -- I paid \$1,000 a year.

8 Q Okay. What was the purpose of your having a right of
9 first refusal? Why did you want it?

10 A Well, that benefits the property owner, so John was
11 alright with it, and it ensures ---

12 MR. MOORE: Objection, Your Honor.

13 THE COURT: What's your objection?

14 MR. MOORE: My objection is the dead man's statute.
15 He's testifying as to what Mr. Robinson wanted, What Mr.
16 Robinson said and intended. He cannot do that under the
17 dead man's statute.

18 THE COURT: Well, just don't testify to what Mr.
19 Robinson said, okay? I will sustain the objection.

20 Q Don't tell us what John said.

21 A Okay.

22 Q But you can tell us what you did and what you said.

23 A Okay.

24 Q So the question was why did you want a right of first
25 refusal?

1 A So that if anything happened, I got a shot at getting
2 the property.

3 Q Okay. In your view, does the right of first refusal
4 inhibit the ability to sell the property or does it promote
5 the ability to sell the property?

6 A It promotes it. Well, it doesn't inhibit it, but it
7 gives the owner of the property a better shot at getting
8 more money.

9 Q Okay. Now, putting a right of first refusal in a
10 lease, was that unique to this property or is that something
11 you do as a matter of course?

12 A As I got experience with property, I found that that's
13 the way to do it.

14 Q Okay. And for what reason?

15 A Because if someone offered me \$1,000, he'd have
16 competition because the other person may have \$1,050 and it
17 would be competition and they would be bidding on the same
18 property, and I'd get the best price.

19 Q Okay. Do you also contain rights of first refusal and
20 property that you lease to others?

21 A Not on my one bedrooms and things, but ---

22 Q No, of course not on those.

23 A On things like this. If I lease -- like I have another
24 little bar that I lease out and I do that; it's in that
25 lease.

1 Q Okay. Now, if you're the owner and you are putting in
2 a right of first refusal ---

3 A No, no, I'm the owner of that property I was just
4 talking about.

5 Q Exactly. So if there is a right of first refusal in
6 there, how are you benefiting? How is it good for you?

7 A It's good for me because there is competition in the
8 price that I'm selling the property for.

9 Q Now, if you're the tenant, how does it benefit you?

10 A Because they if they are leasing from me, they have a
11 right to own the property. That's the benefit. In other
12 words, if I get it for first right of refusal from John or
13 whomever owns the property, then if he went to sell it, I
14 would say, hey, wait a minute, I want the property. Then we
15 would go back and forth on the property.

16 Q Now, is there anything in this right of first refusal
17 that says, section 52, right of first refusal, "Lessor" and
18 that is John Robinson, correct?

19 A Yeah, yeah, John would be the Lessor.

20 Q Grants the "Lessee" and that would be you, correct?

21 A Right.

22 Q The right of first refusal should it wish to sell.

23 A Right.

24 Q Is there anything ambiguous in that to you?

25 A I don't see anything ambiguous in it, no.

1 Q Well, if it were ambiguous, what would it mean?

2 A It would mean that it's not clear, but we sort of made
3 it clear, because we had to exhibit what property I was
4 getting as right of first refusal.

5 Q Okay. Did the lease that's recorded at the courthouse
6 that contains the right of first refusal contain a legal
7 description describing the premises?

8 A Of course.

9 Q And does the legal description include a plat?

10 A I would think so, Yes, sir.

11 Q So is there any question in your mind as to what you
12 were getting the right of first refusal to?

13 A None in my mind and none in the lessor's mind.

14 MR. MOORE: Objection, Your Honor. He's testifying
15 again as to the intention of the dead man's statute.

16 THE COURT: I will sustain the objection.

17 Q Is there anything about the right of first refusal that
18 is unclear to you?

19 A Not that I know of.

20 Q Prior to the property being allegedly conveyed on
21 December 2nd 2013, did anyone contact you and notify you
22 that there was a potential buyer and that you had to match
23 or exceed the offer?

24 A No, sir.

25 Q If someone had called you and said I got an offer on

1 this property for \$150,000, what would you have done?

2 A I would have called you and Ashley.

3 Q Would you have been prepared to tender that price?

4 A Absolutely.

5 Q When did you first learn that there was someone else
6 other than -- let me back up. Do you know who Group
7 Investment Company is?

8 A Yeah, they represent John Robinson.

9 Q Okay. And do you know who RRJR is?

10 A Represent John Robinson.

11 Q Okay. Do you know why the property went from Group
12 Investment to RRJR?

13 A It was such a small deal of money between them that ---

14 MR. MOORE: Objection, Your Honor. Foundation.

15 MR. GOLDSTEIN: I will withdraw the question.

16 Q Is there any difference between Group Investment
17 Company and RRJR?

18 MR. MOORE: Objection, Your Honor. Foundation.

19 THE COURT: Overruled.

20 A I wouldn't think so. It's the same as John.

21 Q All right. Were you aware the property went from Group
22 Investment Company to RRJR?

23 A I don't -- It was a long time ago, but I don't
24 remember.

25 Q Okay. Do you remember what the consideration paid for

1 the transfer from ---

2 A Somebody mentioned to me \$5.00.

3 Q Okay. When did you first learn that someone other than

4 Robin Robinson, or RRJR, was claiming title to the property

5 located at 2028 Pittsburgh Avenue?

6 A A couple of guys came to my house, called me up, and

7 one was a friend and one I didn't know. They explained to

8 me that they thought the property sold. I said it can't be

9 sold, because I have first right of refusal.

10 Q Okay. And approximately when was this conversation?

11 A Oh, God, it had to be three, four years ago, two and a

12 half years ago.

13 Q Were these people -- do you remember their names?

14 A Yeah, they are both named Terry. One is Terry Hill and

15 the other one is Terry, I think, Johnson is his name.

16 Q What was their relation to the property, if you know?

17 A I used to know some of it. Terry Johnson was friends

18 with Robin, I believe. And Terry Hill apparently had to

19 know Terry Johnson, and I -- well, I knew Terry Hill, but I

20 know Terry Johnson better now.

21 Q All right. And I'm going to ask you a question, and

22 it's going to draw an objection, and I'm just going to offer

23 an explanation saying it's not being offered for the truth

24 of the matter asserted. Maybe I can head off the objection

25 by saying it. What was the information that was conveyed to

1 you?

2 A Well, again, it was several years ago, right? But it
3 was like someone else is getting the property. Again, what
4 I said to them, I believe I said to them, I have right of
5 first refusal. Somebody has got to let me know something,
6 and that was at night they came to me, and I believe the
7 next day started calling you guys and banging your ears with
8 it.

9 Q Okay. And as a result of that, what was your next
10 step?

11 A I don't remember exactly. I just waited for you to
12 tell me what to do.

13 Q Did you authorize Ms. Andrews to talk with Vincent
14 Destaso on your behalf?

15 A Let me see how this went down exactly. I don't
16 remember exactly. Oh yeah, yeah, yeah. I went to Ms.
17 Johnson; I didn't go to you with that.

18 Q Did Vincent Destaso ever call you or did you ever call
19 him?

20 A I can't remember exactly. What I do remember. I
21 remember a couple of things. I remember talking one time to
22 Vincent -- I forgot his last name.

23 Q Destaso.

24 A Mr. Destaso, and somehow Ashley and I gave him that
25 price of \$650,000, right? And that was sort of a sweet spot

1 for me because it was half a million more than it was worth
2 and I could afford to get the money for that, so I said,
3 "Okay, we'll do that," and he has to say yes to this thing,
4 right? So he said, "I'll call you back in two weeks." So I
5 wait four weeks and I called him back. What he told me I
6 will never forget this, "I forgot about it."

7 Now, a half a million dollars is pretty good money to
8 make on something you paid \$150,000 for. He said he forgot
9 it and I turned around, and I believe it was Ashley who I
10 was talking to, and I said, "I don't want to ever talk to
11 him again." And I think from that time on, unless he called
12 me, unless I'm mistaken, only Ashley spoke to him and you
13 spoke to him.

14 Q Did you authorize Ashley Andrews to extend a purchase -
15 - a proposed purchase agreement on your behalf to Mr.
16 Destaso?

17 A Yes.

18 Q Did she do that?

19 A I believe so, Yes, sir.

20 Q All right. It's already been introduced into evidence,
21 so we can publish it as Defendant's exhibits Four and Five.
22 So I don't have to ask you, I can tell you that Defendant's
23 Exhibits Four and Five, those are the two proposals that Ms.
24 Andrews sent on your behalf, correct?

25 A I would imagine this is what I told them, you know.

1 I'll agree this is what was discussed.

2 Q Okay. And what was the difference between the two
3 proposals? I don't mean exactly word for word; I mean, just
4 what was your understanding of what was different? What
5 were the negotiations?

6 A Well, I do know one thing, I believe he was concerned
7 about Ms. Robinson and I said, well, I have an attorney who
8 is a real estate attorney, Ms. Andrews. I have no problem.
9 We will get her out. You don't have to worry about that.
10 Now, the other things we talked about were similar to what -
11 - going back to you and you and Ashley and said how bad can
12 it be and what can be the things against it? We discussed
13 that. I would have to read this to know what it's about.

14 Q You don't have to read it. If you thought you had a
15 right of first refusal, why were you offering \$650,000?

16 A Because we go through all of this and I would be
17 getting rent and all of the good things would happen. You
18 know, you take something that what I'm thinking about, if I
19 spend \$650,000 on a piece of property, then you take a lot
20 of it off on the taxes and all this kind of stuff going on
21 and I wouldn't have to go through a lawsuit or whatever was
22 going to happen, because let me tell you something, again
23 I'm talking extra. But there was so much confusion on that
24 thing I couldn't tell who was doing what, when and where and
25 I kept getting information and everything seemed to be

1 contradicting to the last story I heard that was going on
2 down there across the street at the club at 2028. Anyway, I
3 was told to be wary, which, okay, I'm done. Go ahead.

4 Q Were you aware the Robin Robinson had filed a lawsuit
5 claiming that the sale should be unwound or rescinded so
6 that there was a dispute between her and Mr. Destaso and who
7 actually owned the property?

8 A I heard all of that from her friends and people who
9 knew her and stuff like that, I wasn't in direct contact
10 with Ms. Robinson. Maybe one time, I don't know, but I
11 really didn't do a lot of conversations with her.

12 Q Do you know what waiver or waiving means? If you
13 waive a right, do you know what that means?

14 A Yes, sir.

15 Q Did you ever knowingly waive your right to purchase
16 this property?

17 A Absolutely not.

18 Q Okay. And I apologize if I've already asked you this,
19 but it's important to know, even running the risk of being
20 repetitious to ask you again if I did. Did Vincent Destaso
21 ever call you and give you the opportunity to exercise your
22 right of first refusal?

23 A No.

24 Q Did Robin Robinson ever call you?

25 A No.

1 Q Did anyone ever call you?

2 A No.

3 Q Okay. Who made the first contact between you and
4 Vincent Destaso about the right of first refusal? Was it
5 the nighttime visit between the two Terry's? Was that your
6 first notice?

7 A I believe that was the first time I heard that the
8 property was being conveyed to someone else.

9 Q As soon as you found out that there might be a claim to
10 the property, did you attempt to exercise your rights in a
11 diligent and straightforward honest way?

12 A I called Ashley. I believe she got in touch with you.
13 And whatever you told me to do, that's what I did.

14 Q Okay.

15 MR. GOLDSTEIN: That's all the questions I have, Your
16 Honor.

17 THE COURT: Cross-examination.

18 MR. MOORE: Thank you.

19 CROSS-EXAMINATION

20 BY MR. MOORE:

21 Q Exhibit Number One that is in front of you is a lease
22 that has the right that you are claiming in it. That lease
23 is for what? One half of the parking spaces of the property
24 that you were leasing?

25 A It has to do with me using his lot to park in.

1 Q I've got a copy of the survey that's attached to the
2 lease.

3 A Yes, sir.

4 Q It's also referenced in the lease. It's also been
5 entered as Plaintiff's Exhibit Number Two, which I will hand
6 up to the Court to see. I'll bring this one over to you.
7 In your lease, were you leasing all of this property?

8 A I had rights to use the property, yes.

9 Q You were leasing everything that is shown ---

10 A No, sir, it didn't work that way.

11 Q All right. Well, tell me what you were leasing.

12 A Okay. What we were doing is I could use the property
13 and because it would be about half, but no special spot.

14 Q On Tract AB, there are some buildings; did you lease
15 those?

16 A I did in the exhibit, but not lease the buildings,
17 because then I would be running his business.

18 Q Okay. So your lease was only for parking spaces?

19 A I believe that's true.

20 Q Half of the parking spaces?

21 A If that's what this says. Like I said, it was 1990-
22 something. But there was never a question of how much I
23 used.

24 Q Well, look at paragraph 2.1 of the lease; that's
25 Exhibit Number One. What does it say?

1 A Yes, sir. Here we go, "Delivery of existing
2 improvements. The improvements are delivered as is and in
3 such condition as the date of this lease. The premises is
4 unimproved property to be used as a parking lot by both the
5 Lessor and the Lessee."

6 Q And how about paragraph 7.1 on the next page, what does
7 it say?

8 A Okay, 7.1, "Lessee shall use and occupy the premises
9 jointly with the Lessor for the purposes the Lessee and the
10 Lessor shall be entitled to use one half of the spaces
11 contained in the parking lot which encumbrances all of the
12 property described in Exhibit A. However, in the event of
13 the other parties spaces are not used, then the other party
14 may use the said unused spaces."

15 Q All right. After reading those two paragraphs, let me
16 ask you again. Your lease was just of the parking spaces?

17 A Well, it wasn't a designated -- I'm not trying to bait
18 you, sir. It wasn't a designated line. Nobody said you had
19 to park here or here. And I could not lease the building
20 because he was operating the building, so of course not.
21 Only where the cars went, sir.

22 Q All right. When Mr. Goldstein asked you who drafted
23 this lease, you identified an attorney and said this
24 attorney represented both you and Ms. Robinson?

25 A How could he represent both of us? What I remember is

1 we had an attorney to make sure -- we were friendly, so we
2 just let the attorney deal with it.

3 Q Do you remember when I took your deposition?

4 A Yes, sir.

5 Q And you remember when I asked you if it was your
6 attorney who drafted this, you responded that yes, it was
7 your attorney.

8 A Well, let me correct myself. He did work for him, but
9 he wasn't working against John. He was giving us advice on
10 this thing.

11 Q And I asked you if he was John Robinson's attorney and
12 you said no, he wasn't.

13 A No, he wasn't. He was my attorney and he was working
14 for both of us, I guess; something like that. We didn't have
15 -- I can't think of the word I want to use, but an argument
16 between us. We had agreed on it. John wanted something I
17 had. He wanted an extension on the lease at the club. He
18 was leasing from me. So he was prone to anything that would
19 have hurt, like the option of first refusal, which wouldn't
20 hurt him; it could only help him. So he wasn't arguing with
21 me about that. He wasn't arguing with me about the spaces,
22 because in fact, he would use my property sometime, and I
23 never said a word because when he would use my property, it
24 made it look like I had more people in the building, which
25 helps your business.

1 Q This litigation is about right of first refusal that
2 was contained in the lease.

3 A Yes, sir.

4 Q Your lease is half of the parking spaces, but you're
5 claiming that the right of first refusal pertains to the
6 entire tract, including the improvements and ---

7 A Well, other than the exhibit ---

8 Q --- let me finish my question.

9 A I'm sorry.

10 Q You're saying that the right of first refusal applies
11 not only to the half of the parking spaces you were leasing,
12 but also the other half of parking spaces and improvements.

13 A I believe the exhibit shows the whole property.

14 Q So where does it say in the right of first refusal that
15 it applies to the whole property and doesn't apply just to
16 half of the parking space?

17 A In the exhibit, sir. In the exhibit it shows you the
18 property that was the right of first refusal. Did you look
19 at the exhibit.

20 Q Let's go back to that deposition that we made reference
21 to just a minute ago.

22 A Yes, sir.

23 Q I'm going to give you a copy of your deposition and I
24 want you to read along with me and tell me whether or not
25 I'm reading this accurately. I'm on page 38 of that

1 deposition, Line 14.

2 A All right.

3 Q I asked you the question, starting at line 14, "What
4 was the right of first refusal on?" Your response was, "It
5 was the whole property, the building, and everything." Am I
6 right so far?

7 A That's what it says, yes, sir.

8 Q All right. Then I said, "All right, where does it say
9 that?" talking about the right of first refusal. What did
10 you say in response?

11 A I said, "It doesn't."

12 Q Okay. So you testified at your deposition that your
13 right of first refusal does not say that it is the entire
14 property.

15 A I wasn't trying to lie then, I'm not trying to lie now.
16 You will find that I don't lie. What I'm saying to you is
17 that the exhibit tells us that it's the whole property, and
18 I might have misunderstood the question. Let me read the
19 question again, sir, if you don't mind. I'm not in the
20 habit of lying. All right, now 14, "What was the right of
21 first refusal on? It was on the whole property, the
22 building, and everything." All right. Where does it say
23 that?" "It doesn't." "No, it doesn't say that. It is not
24 written there, but it's" -- I'm sorry about how I'm speaking
25 to you, sir, I apologize. I really apologize. You're a

1 good guy. When you look at the exhibit, it gives you the
2 whole property. I'm not an attorney, but that's how I look
3 at it. That's how I meant it to be. And John had no
4 reason, and I'm not going to speak for him, but no one who
5 owned the property would have any reason to have a problem
6 with that, because then he can bargain with two people,
7 instead of one, if they want the property.

8 Q After you entered this lease agreement, exhibit number
9 one, with Group Investment Company, what did you expect to
10 happen?

11 A Are we out of this now, sir?

12 Q Yes.

13 A Okay. Ask me your question again so I can focus.

14 Q After you entered this lease with Group Development
15 Company, Inc., on January 8th, 1999, what were your
16 expectations as to what would happen if Group Investment
17 wanted to sell the property?

18 A Okay. If they wanted to sell the property, in my mind,
19 if they wanted to sell the property, I would get a shot at
20 it. That's number one. Number two, if they sell the
21 property and I don't get a shot at it -- I mean, if I can't
22 afford what the other side can afford, I still got the
23 parking. So for me, it was a win-win situation.

24 Q All right. So you said they would come to you and you
25 would have the opportunity to purchase the property?

1 A Yes, sir.

2 Q At what price?

3 A It depends on what price the other, like, your clients
4 at \$150,000 and I kept getting stories that they weren't
5 going to tell me -- you know, after the fact that they were
6 trying to get around all the time.

7 Q Who is "they"?

8 A The people who owned the property. They were always
9 doing a little of this and that, and so ---

10 Q I'm sorry, you said the people who owned the property.
11 Are you talking about Fine Housing?

12 A Yes, sir.

13 Q Okay. So those are the people who were trying to get
14 around you?

15 A They didn't want me to know that they bought the
16 property. It was very confusing to me. Those guys came to
17 me, then I got a head's up on it.

18 Q Let's go back to my question, though. What was the
19 price at which you would exercise your right of first
20 refusal? How would you figure out what the price was?

21 A Well, I would figure out the price whatever was
22 offered. They guy comes up and says, "Hey, man, I want to
23 guy the property for \$500,000. I've got an opportunity to
24 pay more. I was just in a bidding war with somebody and
25 they raised it 500, and I raised it 500, he raised it 1,000,

1 and I raised it to 1,000. I raised it to 5,000, I raised it
2 to 5,000. We were in court. I had loaned somebody some
3 money. The same situation.

4 Q So the right of first refusal that you entered was your
5 understanding that if Group Investment wanted to sell the
6 property, they would come to you and say, "I've got a buyer
7 who wants to buy the property."

8 A Right, that's how I would do it, yes, sir, because it
9 would be to their advantage to tell me that.

10 Q All right. So they would tell you that and what would
11 you come back with? All right, I'll pay \$510,000?

12 A Okay. Let me say this, sometimes I have a lot of
13 money. Sometimes I have a little money. If I have a lot of
14 money, I'm gonna offer more. Like the time that guy tried
15 to outbid me, I just -- whatever he offered, I offered the
16 same and more and he quit. Well, I had a lot of money at
17 that time. Now, he might come to me and I might not have a
18 lot of money, so I don't know what I would bid.

19 Q What I'm trying to understand from you, what you
20 understood about this right of first refusal and how the
21 price would be determined. and are you telling me is what
22 you would do is because you have that right of first refusal
23 is that you would have the right to participate in a bidding
24 war?

25 A That's correct.

1 Q And whoever won that war is the purchaser of the
2 property.

3 A That's correct.

4 Q So in this situation, if they came to you and said it's
5 \$150,000; you could have come and said 160.

6 A Yeah.

7 Q He could have said 300.

8 A Right.

9 Q You could have said 350?

10 A Yes, sir.

11 Q And it could have gone all the way up to a million
12 dollars?

13 A Might could have gone to a hundred million dollars, who
14 knows? But they aren't going to pay more than what it's
15 worth. I would. I will pay more than it's worth.

16 Q Where does it say that in your lease of the right of
17 first refusal?

18 A It's an obvious thing. In my opinion, when you have
19 right of first refusal, the guy comes to you with the price
20 and then you have a bidding war. That's what the right of
21 first refusal is, sir, as to my understanding.

22 Q All right. And that was your understanding of what you
23 negotiated in your right of first refusal that's in Exhibit
24 Number One?

25 A That's why I gave the right of first refusal to anybody

1 who rented from me.

2 Q In your complaint, you say that you are entitled to
3 purchase this property for \$150,000.

4 A That's correct, sir.

5 Q That's different than the bidding war scenario?

6 A That's correct, sir.

7 Q All right. Why is it?

8 A Why is it different?

9 Q Yes.

10 A Because no one told me and they were trying to get
11 around me by saying they were going to lease the property,
12 yet they were leasing the property. My understanding, and
13 I'm not an attorney, they said they were leasing the
14 property, but what they had done was purchased the property.
15 And as a matter of fact in the beginning, I kept hearing
16 that he would get people into something where they were
17 going to say, okay, I will buy the property, but then he
18 couldn't sell it, couldn't buy it to them, and then he made
19 the deal to try to lease it to them. It's so confusing,
20 there's so many things going on that didn't smell right to
21 me.

22 Q Let's get back to the question, because I'm a little
23 bit confused and I want to clarify.

24 A Yes, sir.

25 Q So if they would have come to you before the deed and

1 told you the purchase price, that launches the bidding war?

2 A Say that again, please.

3 Q If RRJR came to you and said, "I've got this contract.
4 I can sell the property to Fine Housing for \$150,000, that
5 would have launched a bidding war?

6 A Yes, I believe so. It would have on my part, as far as
7 I know.

8 Q But because they went ahead and didn't tell you and
9 just signed a deed, now you get to buy it for a dollar more?

10 A I would like to, but I don't think that's going to
11 happen. That would be completely fair to him. I don't know
12 what he really did, and I'm speaking about your client, but
13 I should give him -- I don't want to give him more, because
14 he's got some money in there. He had to take some of his
15 stuff off of there, the lawsuits, he had certain expenses he
16 had to go through, and at that time, I would go to my
17 attorneys and say now, what is fair and ethical? That's
18 exactly what I would ask them.

19 Q Now, you are here today in Court trying to enforce a
20 right of first refusal saying that Fine Housing has to sell
21 you the property for \$150,000 and one dollar, that's what
22 your complaint says. And what I'm trying to understand is
23 where is all of that payment scenario in this lease?

24 A I'm not stuck on \$150,000, sir. What I would do is
25 once we got this thing settled, I would go to my attorneys

1 and say, "Now, what is the right thing to do?" and they know
2 that I ask that of them all the time.

3 Q We're here today and you're asking for specific
4 performance, which is you want title to the property and you
5 want Fine Housing to give you money. In your complaint, you
6 said ---

7 A Well ---

8 Q --- your complaint has said \$150,000 plus one dollar.

9 A Let me expand on that.

10 Q Let me ask my question. Let me ask my question and
11 then you can answer it any way you want.

12 A Yes, sir.

13 Q Where in the lease, in that right of first refusal
14 language, does it say that's how you determine the price?

15 A I don't know that it does. But let me expand on what I
16 was saying. This settlement was picked up I heard, and I
17 think we can probably prove it, a half a million at one
18 point a few months ago on that property across the street,
19 plus he has been getting rents. I would guess he's been
20 getting for three years probably three quarters of a million
21 if what he says on the record is correct. So I would think
22 if he's lucky, because if I win the property, I might go
23 back and say, "Hey, where's my money?" That would be up to
24 my attorneys to say that, not me. If they tell me, "Don't
25 do that, Barry," I wouldn't do that. I don't do anything my

1 attorneys tell me to do.

2 Q Looking at the right of first refusal that you're
3 asking this Court to enforce, does it say what the timeframe
4 for exercising the right of first refusal is?

5 A I don't know about that.

6 Q Well, how long did you have to exercise the right of
7 first refusal?

8 A Once they tell me -- once this gentleman tells me or
9 Robin would tell me, then I would imagine I have few weeks
10 or a month or something like that. I'm not sure exactly
11 what his situation is, but I would have reacted as soon as I
12 know it.

13 Q All right. Is the timeframe addressed anywhere in your
14 lease?

15 A I have no idea. I don't know if it does or not. It
16 probably has something in there on it.

17 Q Can you look and show me where it is.

18 THE COURT: He said he doesn't know.

19 A You want me to read this whole thing now?

20 THE COURT: I understand. He says he doesn't. The
21 document speaks for itself, okay?

22 MR. MOORE: Thank you, Your Honor.

23 THE COURT: I mean, I can read the document. He
24 doesn't have to interpret it for me.

25 Q How would you exercise the right of first refusal?

1 What would you do?

2 A I would first call my attorneys. If I have to -- just
3 make an example, sir, if you don't mind. If I have a call
4 in to them, I would say I want this thing done. I wouldn't
5 get in the middle of how he would do it. If I have a legal
6 question, I have two attorneys, not one, that I pay both of
7 them. And I get their opinion and two different kind of
8 thinkers -- I did this on purpose so they can get between
9 them and say, "Barry, this is what we came up with." So I
10 get the best answer so I can go to them every time there is
11 -- every time there is a legal question about anything, I go
12 to them. "

13 Q Okay. So you would go to your attorney and your
14 attorney would tell you how to exercise your ---

15 A We would discuss it and then I would say, "Whoa, whoa,
16 what about this? What about that?" and they would say,
17 "Hey, Barry, you're being silly," and we would come up with
18 the answer.

19 Q You think you had the opportunity to examine title to
20 the property?

21 A The title to the property?

22 Q Right.

23 A Have I examined title to the property? I don't
24 remember doing that, I may have, but I don't remember ever
25 doing that.

1 Q No, sir. Here's my question, under the right of first
2 refusal, do you think you have the opportunity during your
3 time to consider whether or not you want to exercise that
4 right to examine title to the property?

5 A I would think so.

6 Q All right. Any other due diligence you would want to
7 do on the property?

8 A Only what my attorneys tell me to do. That's why I
9 hire attorneys.

10 Q If you decide you don't want to exercise the right of
11 first refusal, what do you want to do?

12 A Well, I wouldn't do that. I'm gonna tell you that now,
13 I would never do that.

14 Q But say it's not on this piece of property; it's on
15 another piece of property.

16 A On any property, I want the right of first refusal
17 because I want it. And I have a tendency to buy properties
18 that are around other properties that I have. Like my home,
19 I have two other properties there that I combined. I had a
20 piece of property on Spruill Avenue, I got four lots next
21 door to it. It's geometric progression on what you own. If
22 you own another property, it's geometric, in my opinion.

23 Q There was some testimony about a transfer of the
24 property from Group Investment, Inc., to RRJR, LLC, on
25 February 19th, 2007, do you remember that?

1 A I don't remember it, but I've been told it by the same
2 people. It's a \$5 deal.

3 Q Why didn't you exercise your right of first refusal
4 when the property was transferred?

5 A Because it was the same people. I wouldn't bother John
6 with something like that; it would be wrong.

7 Q Does it say in the right of first refusal that certain
8 transactions are excluded from triggering the right of first
9 refusal?

10 A No. I don't think so. I'm saying no, I must be crazy.
11 I don't really know.

12 Q Did you know the transfer from Group Investment to RRJR
13 ---

14 A Well, it was a long time ago. I probably did. I don't
15 remember exactly. But what I mean is I knew it between John
16 and Johnny, so I would, "Hey, John," and bust his eardrums
17 with that kind of thing.

18 Q During your testimony in response to questions that Mr.
19 Goldstein asked, you indicated that maybe you did not know
20 about that transfer from Group Investment to RRJR?

21 A Like I said, it was a long time ago.

22 Q During your deposition, however, you testified that you
23 didn't know about it at that time.

24 A And I did know.

25 Q So you probably did know or?

1 A I don't remember now. If I may make you feel sorry for
2 me, I'm 82 years old. Nobody feels sorry, how do you like
3 that?

4 Q On April 7th, 2014, Mr. Goldstein sent a \$1,000 check
5 to Fine Housing?

6 A Yes, sir.

7 Q Was that at your instruction?

8 A Yes, sir. And I will tell you why, because I sent it
9 to Robin, too. It was only \$1,000, but I didn't know which
10 way they were jumping between Robin, who is not a bad
11 person, but she -- I think she gets confused a lot and
12 that's how that happened, she lost her property, because I
13 have talked to her since and I told her I was sorry it
14 happened, because John was my friend. When I found out how
15 it happened and everything, and I don't remember everything,
16 but you know, so I said -- I went to Tommy, Mr. Goldstein,
17 and he said, "You've already sent \$1,000," and I said "No,
18 for Gino, I'm gonna be sure that nobody messes with me and
19 tries to do something crazy like I don't have the parking
20 lot or right of first refusal, something, they're going to
21 mess with me." I mean, one of the -- well, I don't know if
22 I should go into that, but one attorney called me up and
23 tried to get a loan from me and trying to make things messed
24 up, and that's just one thing. I said, "Hey, man, I don't
25 mind." They only wanted \$10,000, and I told them I could do

1 that, but I can't do that, because then it might be that I'm
2 bribing somebody, so I backed out.

3 Q All right. So you sent the \$1,000 to Fine Housing for
4 the rent?

5 A No, Tommy sent the \$1,000. I wanted to make sure that
6 it came from an attorney. That they weren't going to say
7 that I didn't send it.

8 Q Okay. And you paid the rent again in December of 2014.

9 A Yes, sir. I would pay. I would pay two or three of
10 them if I wanted to make sure, double check and make sure
11 nobody messes with me, because I was dealing with people the
12 first time he said he was going to call me back and didn't
13 and give me the excuse that he forgot, I knew from then on I
14 had to watch out who I was dealing with.

15 Q Okay. The two contracts that were presented for
16 \$650,000 that you provided testimony on, have you read those
17 contracts?

18 A Not since then.

19 Q But you read them at the time?

20 A Well, yeah, I would have discussed it with Ashley and
21 we would have talked back and forth. That would be my way of
22 doing things, sure.

23 Q Okay. Neither of those leases and none of the
24 correspondence that your attorney sent to Fine Housing, none
25 of the e-mails that your attorney sent to Fine Housing

1 mentioned the right of first refusal?

2 A You would have to ask them about that, sir, not me.

3 Q Well, you've reviewed the documents?

4 A Yeah, but that's legal stuff.

5 Q So you didn't raise the issue of the right of first
6 refusal with your attorney after you reviewed the lease?

7 A Apparently, I didn't, no, sir. I thought \$650,000 was
8 going to buy the property; he made a half a million real
9 quick and he still had the house. And he's in New York. He
10 can't run a club from New York. I figured I had it.

11 Q Do you recall your telephone conversations with Mr.
12 Destaso?

13 A I only remember the first one. Now, if he called me --
14 I remember the first one. If he called me after that, then
15 -- I only remember the first one. If he called me after
16 that, I just don't have a memory. You might jog my memory.

17 MR. MOORE: I beg the Court's indulgence for just one
18 minute. We might be through.

19 THE COURT: That would be great.

20 MR. MOORE: No further questions, Your Honor.

21 THE COURT: Any redirect?

22 MR. GOLDSTEIN: Just a few, Your Honor. May it please
23 the Court?

24 REDIRECT EXAMINATION

25 BY MR. GOLDSTEIN:

1 Q Why can't you run a club from New York to down here in
2 Charleston?

3 A (Laughing.)

4 MR. MOORE: Objection, Your Honor. Relevance.

5 THE COURT: You asked him. I mean he testified. You
6 asked him in one of your questions. I think it's proper for
7 redirect. Overruled.

8 Q Why can't you run a club from New York down here?

9 A Well, number one, people steal. As a matter of fact,
10 back when you could get polygraph tests and I had some
11 people running a club for me, the polygraph guy said you
12 don't have people stealing, you got partners, okay? So I
13 know I got to have people and I got to watch them, and it's
14 got to be people in the club. At any club in town,
15 especially this kind of club, because they are all hustlers;
16 that's what it's about, a hustle. And it's got to be a
17 legal hustle, but it's a hustle. And so you can't be in New
18 York City and run a club in Charleston. You can't be in
19 Summerville in run a club in Charleston. You got to be
20 there. Or have representatives that you trust with your
21 life or you just not gonna get your money. If I may say, I
22 know you didn't ask me this, but that's what happened to
23 Robin.

24 Q Okay. Now, Mr. Moore asked you when you would exercise
25 the right of first refusal. Would it be to your benefit to

1 exercise it as quickly as possible or to drag your feet?

2 A I would do it as quickly as possible. I don't know if
3 it would be to my benefit or not, but I would be too anxious
4 to find out what the heck is going on and deal with it.
5 Now, I don't know what the advantage would be. I'm not sure
6 about that.

7 Q Okay. Now, if you're in control of the club and you're
8 running it properly, are you making a profit, based on your
9 past experience?

10 A Yes.

11 Q Okay. And if you make a profit operating these clubs,
12 would you rather start operating it sooner or later?

13 A The sooner the better. Start making profit right away.
14 Well, not right away, but you know.

15 Q And is that why you offered \$650,000 to get it?

16 A Well, yes, the sooner I got the property, the better --
17 every minute that goes by I'm losing -- a guy that wants the
18 property and knows how to operate a place is losing money.

19 Q Okay. You brought me to my last question. How much
20 money do you think you've lost by not being in there when
21 you offered the money?

22 MR. MOORE: Objection, Your Honor. Speculation.

23 THE COURT: Overruled.

24 A There's no way to predict that kind of thing, but you
25 can be making, you know, \$5,000 a week. You might make

1 \$10,000 a week. You might make \$3,000 a week. But you
2 always got profit because the overhead in that kind of club
3 is not a lot. I mean, it's a lot, but it's not so much that
4 it's really difficult to make a copy. I don't want to say
5 it's a whole bunch, but it could be a whole bunch, or it
6 might be a little bit. But it's almost always a profit if
7 you don't have people stealing.

8 Q Okay. That's all I have.

9 MR. GOLDSTEIN: Thank you, Your Honor.

10 THE COURT: Mr. Clarke, you may step down.

11 MR. GOLDSTEIN: That completes the plaintiff's case,
12 Your Honor.

13 THE COURT: All right. You're not going to call
14 anymore witnesses?

15 MR. GOLDSTEIN: Well, I would like to call William
16 Swope as to the issue of the Group Investment transfer to
17 RRJR, but that's the only thing I really in light of the
18 testimony we've heard today.

19 THE COURT: So you think you want to -- well, we will
20 decide at the end of the trial whether you want to do it by
21 deposition or reopen it when he gets back.

22 MR. GOLDSTEIN: Well, I know the answer to the question
23 and the other side may agree, and if they can, then I don't.

24 THE COURT: Well, we will deal with that after all of
25 the testimony is in.

1 MR. GOLDSTEIN: Okay.

2 THE COURT: But other than that, Mr. Swope by
3 deposition or leaving the record open to reopen the hearing,
4 you don't have any other further witnesses, is that correct?

5 MR. GOLDSTEIN: Correct.

6 THE COURT: All right. How many witnesses do you
7 anticipate tomorrow?

8 MR. MOORE: One second, Your Honor, please.

9 (Off the record, briefly.)

10 MR. MOORE: Your Honor, we have a motion for an
11 involuntary nonsuit and then after that we have no
12 witnesses.

13 THE COURT: I'm not talking about -- my question was
14 how many witnesses do you anticipate calling tomorrow?

15 MR. MOORE: None.

16 THE COURT: You're not going to call any?

17 MR. MOORE: No, sir.

18 THE COURT: All right.

19 MR. MOORE: That's why I said I only have the
20 involuntary nonsuit left.

21 THE COURT: Okay. You're not going to recall Mr.
22 Destaso?

23 MR. MOORE: No, sir.

24 THE COURT: So from your perspective, the only thing
25 you have left is your motion?

1 MR. MOORE: Yes, sir.

2 THE COURT: All right. I will be glad to hear you.
3 First of all, let me hear from the plaintiff. Do you have
4 any motions?

5 MR. GOLDSTEIN: Well, normally, I would reserve it for
6 the close of the defendant's case, but in light of the fact
7 that the testimony is closed, other than Mr. Swope, and like
8 I said, I know the answer to the Group Investment to RRJR,
9 but I don't want to say it out loud without permission of
10 opposing counsel, so maybe I will get with him later to see
11 if he has any objection.

12 I would move for a directed verdict. I think all of
13 the evidence is in. And I understand involuntary nonsuit
14 without prejudice probably should go first, but since I'm on
15 my feet, I'm going to move for directed verdict because the
16 evidence is uncontested. There really is no issue in fact
17 and the law is clear that South Carolina has a recording
18 statute, which I briefed. I know he is going to move for an
19 involuntary nonsuit. And by the way, Mr. Moore is one of the
20 few lawyers who knows a voluntary nonsuit with prejudice of
21 a non-jury. It's amazing many lawyers don't know that.

22 The recording statute says what it says. The seller in
23 this case was on notice of the right of first refusal. As
24 for the timeliness and the vagueness, either the right of
25 first refusal is ambiguous or it's not. That's the only two

1 choices. I don't think it's ambiguous in the least, but if
2 it is ambiguous, Mr. Clarke testified very clear as to what
3 the understanding of the parties were.

4 Now, as to timeliness, and I have briefed this, but
5 there are at least 200 cases, at least, that say that every
6 contract contains within it and implied obligation that the
7 terms shall be discharged in a timely manner. And if time
8 is not of the essence is not contained in the contract, then
9 the Court implies a reasonable amount of time. Mr. Clarke
10 just testified that it would be to his financial benefit to
11 exercise the right sooner rather than later because you can
12 make a profit operating a club. He has a long successful
13 history of operating such businesses.

14 So I think by application of South Carolina law, the
15 plaintiff has proved by a preponderance of the evidence that
16 he's entitled to specific forums.

17 THE COURT: Mr. Moore, anything you would like to put
18 on the record before I rule pursuant to his motion?

19 MR. MOORE: Yes, Your Honor, if I can respond with my
20 involuntary nonsuit; it's the same thing.

21 THE COURT: He made a motion. Do you want to respond
22 to it? That's my question.

23 MR. MOORE: Yes, Your Honor. I don't think this motion
24 is appropriate at this time. I think that in the order of
25 things, the motion that should be heard is my involuntary

1 nonsuit. The Court has asked ---

2 THE COURT: You don't think the plaintiff can make a
3 motion for directed verdict at the close of testimony?
4 That's what he's made. Procedurally, is that your position?

5 MR. MOORE: My position, Your Honor, is that after the
6 plaintiff rests his case, I have the opportunity at that
7 time ---

8 THE COURT: You said you were not going to present
9 testimony.

10 MR. MOORE: With all due respect, Your Honor, I think
11 prior to submitting any testimony, I have the opportunity to
12 make a motion for an involuntary nonsuit ---

13 THE COURT: I'm going to hear you in just a second.
14 I'm just asking do you want to address what he said in his
15 motion for directed verdict? That's what his motion was the
16 way I understand it, Mr. Goldstein?

17 MR. GOLDSTEIN: Correct, Your Honor.

18 THE COURT: And you want to respond to it. If you
19 don't want to, that's fine. I'm not trying to get you to.
20 If you do, fine. If you don't, that's fine, too.

21 MR. MOORE: All right. Your Honor, we would like to
22 respond.

23 THE COURT: I'm not trying to force you to respond.

24 MR. MOORE: Your Honor, with all due respect.

25 THE COURT: I can rule without you responding.

1 MR. MOORE: I understand, Your Honor. It is my
2 understanding that his motion comes after I have rested
3 after I have finished my case. You asked me whether or not
4 I intended to call witnesses for scheduling purposes.

5 THE COURT: Well, I'll take his motion under
6 advisement. Let me hear your motion for involuntary
7 nonsuit.

8 MR. MOORE: Thank you, Your Honor. Fine Housing moves
9 for a dismissal on the grounds of the facts and the law Mr.
10 Clarke has shown no right to relief.

11 The singular issue in this case is whether or not Mr.
12 Clarke has an enforceable interest in real estate. That
13 interest in real estate is a right of first refusal. It's a
14 restraint on alienation and our law in the State is very
15 clear. In order to have a restraint on alienation be
16 enforceable, it has to be very precise and must contain
17 language that talks to the legitimacy of purpose, the price,
18 the time to exercise, the procedure for exercising that
19 right, and it must specifically describe the property.
20 There is nothing in the right of first refusal that has been
21 offered to this Court that has any of those terms.

22 Relying on reasoning and the unpublished opinion of
23 Page v. Page ---

24 THE COURT: Well, if it's unpublished, it's not
25 precedent, is it?

1 MR. MOORE: No, sir, but ---

2 THE COURT: I'm very persuasive, if you want to pass it
3 up or tell me what it says.

4 MR. MOORE: Your Honor, I will be happy to pass up a
5 copy.

6 THE COURT: Well, just tell me what it says. It's
7 unpublished, so it's not precedent.

8 MR. MOORE: It says exactly what I've just said, that
9 in order to have an enforceable right of first refusal that
10 is a reasonable restraint on alienation, it must contain
11 those elements. And if it doesn't, then that right of first
12 refusal is not enforceable. It violates public policy and
13 this violation of public policy cannot be enforced by
14 specific performance.

15 That case kind of provided a roadmap to the Court on
16 how to decide cases like this that did recite and make
17 reference to the restatement of property, made reference to
18 ameris jurisprudence, made reference to the case of Webb v.
19 Greens, to the case of McCraney v. Oates, and the case of
20 Wise v. Poston. All of those cases contain pieces of what
21 I've just summarized to the Court from what Page v. Page
22 summarizes.

23 All of those cases, if you put all of those pieces
24 together, you get the unpublished decision of Page v. Page,
25 which we think provides a roadmap. The right of first

1 refusal here is just one line. It does not clearly identify
2 the property. It does not state a price. It does not state
3 a purpose. It does not provide time for exercise. It does
4 not provide a procedure for exercise. As such, it's
5 unenforceable and we think as a matter of law, the Court
6 should find that it's unreasonable restraint on alienation
7 and violates public policy and should not be enforceable.

8 Second, Mr. Clarke asked that the enforcement of a
9 right in real estate be enforceable under the statute of
10 frauds. There is a requirement that the agreement creating
11 the right must be in writing. The lease is in writing and
12 the statute of fraud also requires that the writing contain
13 all the essential terms. They must be expressed with some
14 definitiveness, certainty and clarity. That it may be
15 understood without recourse to parole evidence to show the
16 intention of the parties.

17 In Cash v. Maddox, the Supreme Court refused to enforce
18 a writing reporting to be the sale of 15 acres in Pickens
19 County, South Carolina, when the seller owned 76 acres. The
20 Court reasoned that the alleged contract gave no definite
21 location or the shape of the 15 acres to be purchased. Here
22 you have the same thing, you have a lease on a piece of
23 property that is one half of the parking spaces on a piece
24 of property and is suggesting that the right of first
25 refusal goes to the entire tract.

1 There is nothing in the agreement that says that
2 specifically. There is testimony in deposition and confirmed
3 here today says the agreement doesn't say that. And because
4 of that reason, we think the statute of frauds would
5 preclude the relief that is being requested here today.

6 Finally, a waiver, laches, and estoppel preclude the
7 enforcement of right of first refusal. When Group
8 Investment sold the property to RRJR, LLC, in 2007, Mr.
9 Clarke did not exercise the right of first refusal. His
10 testimony was that he didn't have to because it was a
11 transfer from a related company to another company that was
12 related. It went from a corporation to a LLC. That was the
13 transfer. There is nothing in the right of first refusal
14 that says that type of transfer does not trigger the right
15 of first refusal. As such, and because he did not execute
16 the right of first refusal, at that point in time, he should
17 be deemed to have waived the right.

18 When Mr. Clarke did learn of the sale from RRJR, LLC to
19 Fine Housing, he did not attempt to exercise his right of
20 first refusal. Testimony was, instead, he made two annual
21 lease payments to Fine Housing without invoking the right of
22 first refusal; he negotiated for at least four months to
23 purchase the property suggesting a sales price of \$650,000
24 without invoking the right of first refusal. And he
25 discussed purchasing an interest in Fine Housing from Mr.

1 Destaso as a potential relief or a potential way of working
2 this situation out.

3 He waited for more than a year before he raised the
4 right of first refusal after he became aware of the fact
5 that Fine Housing was the owner of the property. We think
6 that the conduct of Mr. Clarke constitutes waiver. We think
7 that it's laches. And we think because of this conduct and
8 because of Mr. Destaso's testimony concerning the investment
9 that he made in the property after he purchased it in
10 reliance on what Mr. Clarke's non-exercise of the right of
11 first refusal, that he is also estopped from raising the
12 right of first refusal.

13 So Your Honor, that's our motion. I would like that
14 also to be my response to Mr. Goldstein's motion for a
15 directed verdict.

16 THE COURT: Okay. Thank you so very much. Let me ask
17 the parties one question before I listen to Mr. Goldstein.
18 When was -- I was trying to find the Plaintiff's Exhibit on
19 the list the contracts that were mailed to the defendant in
20 this case, I believe by Ms. Andrews or Mr. Goldstein one.
21 What are the dates of those contracts? Are they listed in
22 this?

23 MR. GOLDSTEIN: April 10th and April 21st.

24 THE COURT: Are those contracts in your exhibit list?

25 MR. GOLDSTEIN: No, sir. They are in the defendant's

1 exhibit list, Defendant's Four and Five.

2 THE COURT: All right. And what's the date?

3 MR. GOLDSTEIN: She transmitted the first one on April
4 10th, 2014 and the second one on April 21st, 2014.

5 THE COURT: All right.

6 MR. MOORE: Neither one of them are dated, Your Honor.
7 You get those dates from reference to the e-mails.

8 MR. GOLDSTEIN: That's correct.

9 THE COURT: That's what I couldn't remember and I
10 hadn't looked at the defense exhibits. All right, Mr.
11 Goldstein, I'll be glad to hear from you in reference to the
12 involuntary nonsuit that the defendant has requested.

13 MR. GOLDSTEIN: Yes, Your Honor, and I'll keep it very
14 brief. Again, let me compliment opposing counsel for
15 knowing involuntary nonsuit in a non-jury trial. I'm
16 surprised at how many lawyers do not know that. Most
17 lawyers on the defense side say it's a directed verdict, but
18 if you're on the defense in a non-jury trial, Mr. Moore is
19 correct.

20 THE COURT: I agree with you.

21 MR. GOLDSTEIN: Well, I think for the plaintiff it
22 remains a directed verdict. Anyway, Judge Young has always
23 been a stickler for that.

24 I'll go backwards. I'll go in reverse order. Waiver,
25 there's no evidence in this record ---

1 THE COURT: Before we get there, Mr. Moore, would you
2 hand me up that unpublished opinion if you don't mind,
3 please, sir.

4 (Hands up document to the Court.)

5 MR. MOORE: Your Honor, I have copies of the cases that
6 are referenced in that case, too.

7 THE COURT: I don't need those. All right, go ahead,
8 Mr. Goldstein.

9 MR. GOLDSTEIN: Thank you, Your Honor. May it please
10 the Court? As for waiver, there is no evidence in this
11 record of a knowing and voluntary waiver and that's what is
12 required. Waiver is an affirmative defense and must be pled
13 and proved and there is no evidence in this record that Mr.
14 Moore's argument is based purely on the timing and nothing
15 more and that is insufficient as a matter of law to be
16 evidence on a knowing and intentional waiver under no legal
17 right.

18 Furthermore, Mr. Clarke testified at great length that
19 he didn't know who owned the property. He was trying to
20 cover all the bases. As a matter of fact, he was very clear
21 that he sent the \$1,000 rent payment to both parties as he
22 says for \$1,000 I'm going to cover all of my bases.

23 He paid both Robin and Mr. Destaso. Now, as for Group
24 Investment v. RRJR, I'll be glad to submit Mr. Swope's
25 testimony by affidavit or by deposition, but I can tell you

1 what that transfer was. That was a transfer from John
2 Robinson to John Robinson to try and avoid a tax lien that
3 was coming down. That's what that transfer was. The
4 consideration was \$5 and that does not trigger the right of
5 first refusal.

6 As for laches, I don't even understand that argument
7 because laches, looking at the evidence in the light most
8 favorable to Mr. Moore, which is turning the standard on its
9 head, we commenced this suit within, I think he told you, a
10 year and 120 days of this closing on December 2nd, 2013. It
11 couldn't possibly be laches.

12 As for Mr. Moore's argument there is no description of
13 the property being conveyed and therefore the right of
14 first refusal according to Mr. Moore is void as a matter of
15 vagueness, that is absolutely refuted unequivocally by not
16 only Mr. Clarke's cogent and clear testimony on that point
17 on the stand, but also Plaintiff's Exhibit One, which
18 contains the exact detailed legal description of the
19 property being subjected in the lease, as well as the plat,
20 which is referenced in a legal description.

21 THE COURT: The lease itself just talks about I believe
22 tract AB.

23 MR. GOLDSTEIN: Correct.

24 THE COURT: It doesn't address AB.1, except in the
25 legal description itself, and the lease is about renting

1 tract AB.1..

2 MR. GOLDSTEIN: Right. And if I can get that in front
3 of me ---

4 THE COURT: But I agree with you, the legal description
5 does include AB and AB.1, so I guess my question to you is
6 how do you expand what you're leasing to a right to first
7 refusal of the entire tract?

8 MR. GOLDSTEIN: Yeah. I'm glad you brought that up,
9 Your Honor.

10 THE COURT: I mean, that's my question in my mind.

11 MR. GOLDSTEIN: That's a very good question and there's
12 a very clear answer. AD1 is not part of these Southern Bell
13 or a part of the -- that's a separate tract. I don't know
14 who owns that.

15 THE COURT: All right. AB.1?

16 MR. GOLDSTEIN: AB.1, I have some photographs.

17 THE COURT: All right. AB.1 is not part of this tract?

18 MR. GOLDSTEIN: No, it's not part of these Southern
19 Bell or -- I forget the name that it's doing business under
20 now. What's the name now?

21 MR. CLARKE: Heavy Man.

22 MR. GOLDSTEIN: No, the name of the club?

23 MS. CLARKE: The Gentlemen's Club.

24 MR. GOLDSTEIN: The Gentlemen's Club, that's not part
25 of the Gentlemen's Club. The Gentlemen's Club is what

1 showed on AB.

2 THE COURT: Well, if you look at Exhibit A, all that
3 parcel, unknown, and designated as Tract AB is .161 acres.

4 MR. GOLDSTEIN: Correct.

5 THE COURT: And on the plat established -- okay, and
6 subdivided into Tract AB and AB.1. All right, so you are
7 telling me that AB.1 doesn't belong to the defendant?

8 MR. GOLDSTEIN: Correct. Yes, John Robinson sold that
9 years ago.

10 THE COURT: All right. That's fine. I just didn't
11 understand it.

12 MR. GOLDSTEIN: I'm glad you cleared that up.

13 THE COURT: Okay. Go ahead.

14 MR. GOLDSTEIN: That brings us to statute of frauds. I
15 don't understand the statute of frauds argument, because we
16 do have a writing that is charged by the party against who
17 is being -- it's signed by the party against whom the
18 document is being charged, being John Robinson's successors.
19 You don't renew a document every time the signatory dies.
20 When there are documents that I may have signed and I may
21 drop dead tomorrow doesn't mean those documents have to be
22 resigned and renegotiated because of my death. Whatever the
23 documents provide survive my death.

24 And then the final thing is I want to say this, Mr.
25 Moore has asserted several times before this Court that a

1 right of first refusal is a "restraint on alienation". I
2 could not disagree with my learned colleague more. A right
3 of first refusal is the exact opposite of a restraint on
4 alienation. As Mr. Clarke testified, it promotes
5 alienation. It makes sure that the seller has, as Mr.
6 Clarke testified so clearly, always has two buyers on every
7 transaction. So as far as it being a restraint on
8 alienation, it is exactly the opposite. It stimulates
9 alienation.

10 So I think I have addressed all of the legal arguments
11 he made, but if I've overlooked any, I'll be happy to take
12 questions from the Court.

13 THE COURT: Okay. Thank you very much. As far as the
14 involuntary nonsuit, that's denied. As far as the directed
15 verdict on behalf of the plaintiff, that is also denied.
16 Now, you want to take Mr. Swope's deposition or do you want
17 me to reopen and set up a hearing and take live testimony?
18 Which do the lawyer's prefer? It doesn't matter to the
19 Court. I will leave it to y'all's convenience.

20 MR. GOLDSTEIN: I'm hoping Mr. Moore and I can confer
21 and see if we can reach an agreement, so we won't have to do
22 either one is what I'm hoping.

23 THE COURT: Well, I guess my second question is how
24 soon can we do this because if we are going to bring any
25 additional stipulation, deposition or live testimony, I

1 can't make a decision until that's done. So how soon can we
2 get this done?

3 MR. GOLDSTEIN: Well, we propose that we end it right
4 now. It sounds like we have a stipulation that will allow
5 the matter to be concluded today.

6 THE COURT: Okay. What is it?

7 MR. GOLDSTEIN: The stipulation is that the parties are
8 stipulating that the shareholders of Group Investment
9 Company, Inc., were Robin Robinson and John Robinson and
10 that two members of RRJR were Robin Robinson and John
11 Robinson, although there may have been other members.

12 MR. MOORE: Same thing with the shareholders. There
13 may have been other shareholders. We will stipulate that
14 Robin Robinson and John Robinson were both shareholders of
15 Group Investment and members of RRJR, LLC.

16 THE COURT: They were the same members in both
17 corporations?

18 MR. MOORE: We just don't know if there were other
19 members.

20 THE COURT: Okay. So you don't know if it was just the
21 two of them or other people?

22 MR. MOORE: Right.

23 THE COURT: In the corporation or the LLC?

24 MR. MOORE: Right. They both have those two in common.

25 THE COURT: All right.

1 MR. GOLDSTEIN: There is no sense in bringing Mr. Swope
2 back to clear that up.

3 THE COURT: All right. That's fine. Let me make some
4 observations. Let me say this before I make those
5 observations, after I have reviewed everything, read the
6 cases and reflected on it, I may change a lot of things, but
7 I'm taking these observations today in hopes that maybe the
8 two of y'all can sit down and resolve this issue between the
9 two parties.

10 My first observation is this, the notice of refusal is
11 given to the defendant on 3-14 by the e-mail. In the e-mail
12 from Mr. Sloan to the defendant, he said there was a lease
13 and he said there was a right of refusal. So at that point
14 in time, the defendant knew about the right of refusal. So
15 in that, in my opinion, laches and estoppel would not apply
16 under those conditions.

17 I don't think there was any waiver by the plaintiff,
18 because once he found out about it, he immediately started
19 trying to negotiate a price to buy it, and according to the
20 defendant, he testified on direct that they had agreed on
21 \$650,000. However, when the written contract came in, there
22 was some other conditions that he did not agree to those
23 conditions, so he never signed the contract. Now, on cross,
24 he backed up on that. He said they talked about it. So I
25 don't know what went on. But on direct he clearly said, "I

1 agree to the price of \$650,000, but there was conditions on
2 the contract. So I don't think there was any waiver on the
3 part of the plaintiff.

4 The argument that's been going on in raising whether it
5 was a sale or whether it was a loan, I think it's
6 immaterial. The Court's position is it was a sale. It was
7 a deed on two pieces of property. I think you have to go
8 with the deed. A deed transfers property and as those deeds
9 are still valid, they haven't been set aside, I don't think
10 there's any way this Court can take the position that it was
11 a loan.

12 Now, the Court, in my opinion, what I'm going to have
13 to look at to see if this first right of refusal is
14 appropriate and legal under the South Carolina Law. I'm
15 going to have to look at the cases y'all have presented and
16 do some research myself and make a decision on that issue.

17 Now, the second thing I want to say to you, if in fact,
18 I do say that the first right of refusal is valid, then the
19 second question, of course, the Court will have to decide is
20 what's the price. The plaintiff has said 115 and the
21 plaintiff has testified to 650. The defendant testified
22 that he had agreed to 650. So the Court will have to set a
23 price if in fact this first right of refusal is valid.

24 Now, those are my observations from having listened to
25 testimony all day today. I will say again, those are

1 observations. Those are not my final findings of fact. I may
2 modify them. So don't go running around saying I have ruled
3 from the bench, because I have not. I'm saying this to the
4 two fine attorneys -- the four fine attorneys in the
5 courtroom, and the fifth one, Mr. Sloan in the back, in an
6 effort for y'all to sit down and try to negotiate this
7 situation. Otherwise, I will let you know just as soon as I
8 decide whether it's a valid first right of refusal and then
9 set a price. Okay?

10 MR. GOLDSTEIN: Yes, Your Honor.

11 MR. MOORE: Thank you, Your Honor.

12 THE COURT: Thank you very much.

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STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON) CERTIFICATE

I, REBECCA H. HILL, Official Court Reporter for the Judicial Department 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 in the hearing of the captioned case, in the Court of Common Pleas Non-Jury for Charleston County, South Carolina, on the 26th day of July 2017.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

November 8, 2017

Rebecca H. Hill

Rebecca H. Hill,
Official Court Reporter

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

LEASE AND AGREEMENT

THIS LEASE AND AGREEMENT made this 8TH day of JANUARY
1999, by and between GROUP INVESTMENT COMPANY, INC., (hereinafter referred to
as "Lessor"), and BARRY CLARKE, (hereinafter referred to as "Lessee").

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth and the
premises, the parties hereto agree and covenant as follows:

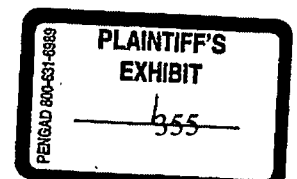
ARTICLE I

Demise of the Premises and Warranties

With Respect Thereto

Section 1.1: Demises: Subject to and upon the terms, conditions, covenants
and undertakings hereinafter set forth, Lessor hereby leases and permits the use to
Lessee, and Lessee hereby leases from Lessor the property generally described in Exhibit
"A" attached hereto, located in the County of Charleston, State of South Carolina
(hereinafter referred to as "the premises").

Section 1.2: Warranties: The Lessor hereby warrants and covenants that it
is a valid South Carolina corporation presently in good standing. All necessary meetings
have been held to authorize the officers of the Lessor to lease the said premises to the
Lessee. The Lessor further warrants and covenants that it has a good and marketable fee



simple title to the subject property and there are no liens or encumbrances against the property that would prevent the leasing hereof.

ARTICLE II

Improvements

Section 2.1: Delivery of Existing Improvements: The improvements are delivered "as is" and in such condition as on the date of this lease. The premises is unimproved property to be used as a parking lot by both the Lessor and the Lessee.

Section 2.2: Future Improvements: All future improvements made on the premises shall be made at the sole cost and expense of Lessor to provide suitable parking.

ARTICLE III

Term and Commencement Date

Section 3.1: Term: ~~The term of this lease is for ninety-nine (99) years.~~ The lease shall commence on the 8TH day of JANUARY, 1999 and terminate on the ~~last day of 2097~~. 6TH YEAR ANNIVERSARY OF LESSEE'S (BARRY CLINKERIS) DEATH.

ARTICLE IV

Rent

Section 4.1: Rent: Lessee agrees to pay as rental to the Lessor the yearly sum of one thousand and No/100 (\$1000.00) Dollars; payable monthly, in the amount of _____ per month.

Section 4.2: Payment of Utilities: Lessor shall pay all charges for sewerage, water, gas, electricity, and other public utilities now in existence or hereafter added if needed for parking.

Section 4.3: Taxes: Lessor shall pay and be responsible for all county

property taxes on the premises.

ARTICLE V

Section 5.1: Option to Renew: There are no options to renew.

Section 5.2: Right of First Refusal: Lessor grants the Lessee the right of first refusal should it wish to sell.

ARTICLE VI

Surrender Upon Termination or Cancellation

No Holding Over

Section 6.1: Surrender: Upon the expiration of this Lease, Lessee shall quietly and peaceably surrender possession of the premises.

Section 6.2: Holding Over: There shall not be any holding over by Lessee or any assigned beyond the expiration or sooner termination of this lease.

ARTICLE VII

Use of the Premises; Lessor's Covenant

of Quiet Enjoyment; Right of Entry and

Inspection

Section 7.1: Use: Lessee shall use and occupy the premises jointly with the Lessor for his purposes. The Lessee and Lessor shall be entitled to use of one half (1/2) of the spaces contained in the parking lot [which encumbrances all of the property described in Exhibit A]. However, in the event either parties' spaces are not used then the other party may use the said unused spaces.

Section 7.2: Quiet Enjoyment: Lessee shall permit Lessor or Lessor's duly authorized agents, employees or representatives to enter upon the premises at all reasonable times for the purpose of inspecting the same. It shall be the responsibility of the Lessor to maintain the premises and to make such repairs as may be necessary to maintain the premises for a parking lot.

ARTICLE VIII

Repair and Maintenance; Indemnification of Lessor

Liability Insurance

Section 8.1: Liens: Lessor shall, during the term of this lease, promptly remove or release, by the posting of a bond as either required or permitted by law, any lien against the premises or any portion thereof arising by reason of any fault or omission on the part of the Lessor, and shall save and hold Lessee harmless from or against any such lien. In the event any such lien does attach against the premises, and shall not be released as aforescribed within fifteen (15) days after notice thereof, Lessee, in Lessee's sole discretion, may pay and discharge the same and relieve the premises therefrom; thereafter, Lessee may deduct from any rent such sum paid (including attorneys' fees) by Lessee in discharging such lien, which sum shall include interest at the rate of one (5%) per cent above the prime lending rate as established by the Wall Street Journal per annum from the date such lien is paid by Lessee until the date Lessee is reimbursed by Lessor. Notwithstanding the foregoing, Lessor may contest any such lien or claim of lien upon furnishing Lessee with a valid and sufficient bond issued by a reputable bonding or surety company legally qualified to do business in the State of South

Carolina, indemnifying Lessee against any loss, liability or damage on account thereof.

Section 8.2: Indemnification: Lessor hereby indemnifies and agrees to hold Lessee harmless from and against any and all injuries sustained on the premises while occupied by the Lessee or Lessor, and any and all actions, claims and demands arising out of the use, occupancy, or non-use of the premises as herein provided, including, but without limitation of the foregoing; any carelessness, negligence, improper conduct or breach of this lease by Lessor or its agents, employees, patrons, suppliers, or assigns, and all costs, expenses and fees, including attorneys' fees, incurred by Lessor incident thereto.

Section 8.3: Insurance: To further protect Lessee and assure compliance by Lessor with the foregoing provisions of this agreement, Lessor shall obtain and maintain at all times during the term hereof, with a responsible insurer, for the benefit of Lessor and Lessee as their respective interests may appear, comprehensive general liability insurance against any loss or liability for damages and any expense of defendant against any claim for damages which might result from the use or occupation or condition of the premises and those premises of the Lessor used for ingress and egress by the Lessee, its agents, employees, customers, suppliers, or assigns, in such amount or amounts as shall not be less than is customary and usual for operations of the type, character and scope to be carried on by Lessee on the premises, but in no event in amounts affording protection of less than One Million and No/100 (\$1,000,000.00) Dollars in respect to any injury to or death of one person, One Million and No/100 (\$1,000,000.00) Dollars in respect of personal injuries or death occurring as a result or arising out of one accident or event, and Fifty Thousand and No/100 (\$50,000.00) Dollars in respect of property damages. Lessor shall furnish a copy of such insurance policy and renewals thereof to Lessee.

ARTICLE IX

Personal Property on the Premises:

Lessee's Rights Therein

Section 9.1: Personal Property: Lessee, at its sole costs and expense, may place or install such fixtures, equipment and other personal property on the premises as Lessee shall deem necessary for the efficient conduct of the business to be carried on thereon or therefrom. Lessee may also, at its sole cost and expense, (1) place a sign or signs on the premises announcing the business to be carried on therein or therefrom; the size and shape of said sign and (2) place such sign or signs on the premises as may establish a definite landmark for said business or appropriately advertise the same.

Section 9.2: Lessee's Rights: All of the aforementioned personal property shall at all times be and remain the personal property of Lessee, regardless of the manner in which any or all of the said personal property may be affixed or attached to the premises. Accordingly, in the event any such personal property purchased by Lessee shall at the time of or as a result of said purchase be subject to a purchase money security interest or other security interest, Lessor's rights in such personal property, if any, shall be subject and subordinate thereto. The foregoing provisions for the subordinate of Lessor's interest is intended to be self-operative; nevertheless, at Lessee's request, Lessor shall execute such document or documents as may further evidence the subordination of Lessor's interest.

ARTICLE X

Assignment and Subletting

Section 10.1: Assignment: The Lessee shall have the right to assign its interest in this lease, or any part thereof, to any person, corporation, partnership, association or other entity.

Section 10.2: Subletting: The Lessee shall have the right to sublet the premises.

ARTICLE XI

Default; Lessor's Remedies

Section 11.1: Default: It shall be an event of default by Lessee hereunder if Lessee shall fail to pay the rent within 60 days after notice.

ARTICLE XII

Subrogation

Section 12.1: Lessor and Lessee, to the maximum extent permitted by insurance policies owned by lessor or which may be acquired by lessee, do waive for the benefit of each other all rights of subrogation which any insurer of either may otherwise have.

ARTICLE XIII

Binding Effect; Successors and Assigns

Section 13.1: This lease shall be binding upon, and inure to the benefit of, the parties hereto, Lessee's successors and assigns and Lessor's successors and assigns.

ARTICLE XIV

Notice; payments

Section 14.1: Notices: Any and all notices, requests or demands required hereunder shall be in writing and shall be delivered in person or sent by United States certified or registered mail (return receipt requested), addressed as follows:

If to Lessor:

2347 SOL LEGARE ROAD

CHARLESTON, S.C 29412

If to Lessee:

2162 Westriver Drive
Charleston, SC 29412-2091

Any such notice, request or demand shall be effective as of the date the same is received. The address of either party hereinabove set forth may be changed from time to time by giving written notice in that regard.

Section 14.2: Payments: All payments required to be made hereunder shall be made at the appropriate address hereinabove set forth or to such other address as either of the parties may from time to time specify in writing.

ARTICLE XV

Entire Agreement Herein

or Changes Waivers

Section 15.1: This lease shall be deemed to include the entire agreement between the parties hereto and no waiver of any right, agreement or condition hereof and no modification hereof shall be binding upon either of the parties hereto unless in writing

and signed by the party to be charged therewith. Any waiver agreed upon shall be limited to the particular instance and shall not be deemed to waive any other breaches of such right, agreement or condition herein contained.

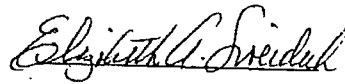
ARTICLE XVI

Headings

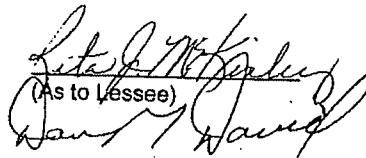
Section 16.1: The headings as to the contents of particular Articles and Sections herein are inserted only for convenience and are in no way to be construed as part of this lease or as a limitation on the scope of the particular Articles or Section to which they refer.

IN WITNESS WHEREOF, the parties hereto have executed this Lease and Agreement at Charleston, South Carolina, the day and year first above written.

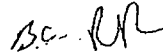
WITNESSES:



(As to Lessor)

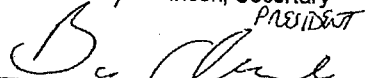


GROUP INVESTMENT COMPANY, INC.
Lessor



By: 
John Robinson, President

By: 
Robin Robinson, Secretary
PRESIDENT



Barry Clarke, Lessee

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

I hereby acknowledge that Robin M. Robinson, as President of Group Investment Company, Inc., and Barry Clarke personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to before me this

8th day of January, 1999.

Rita J. McKeel (SEAL)
Notary Public for South Carolina
My Commission Expires: 9/22/2007

Exhibit A

ALL that piece, parcel or tract of land, situate, lying and being in Charleston County, South Carolina, known and designated as "Tract "AB", 1.610 Acres, Property of Group Investment Company, Inc., TMS 466-16-00-0011" on a plat entitled "Plat Showing TMS 466-16-00-011, being subdivided into Tracts "AB" and AB.1", Property of Group Investment Company, Inc., Located North Charleston public Service District, Charleston County, SC", made by Davis & Floyd, Inc., dated January 19, 1989 and recorded in the RMC Office for Charleston County in Plat Book CE, page 116, said tract having such size, shape, dimensions, buttings and boundings as will reference to said plat more fully and at large appear.

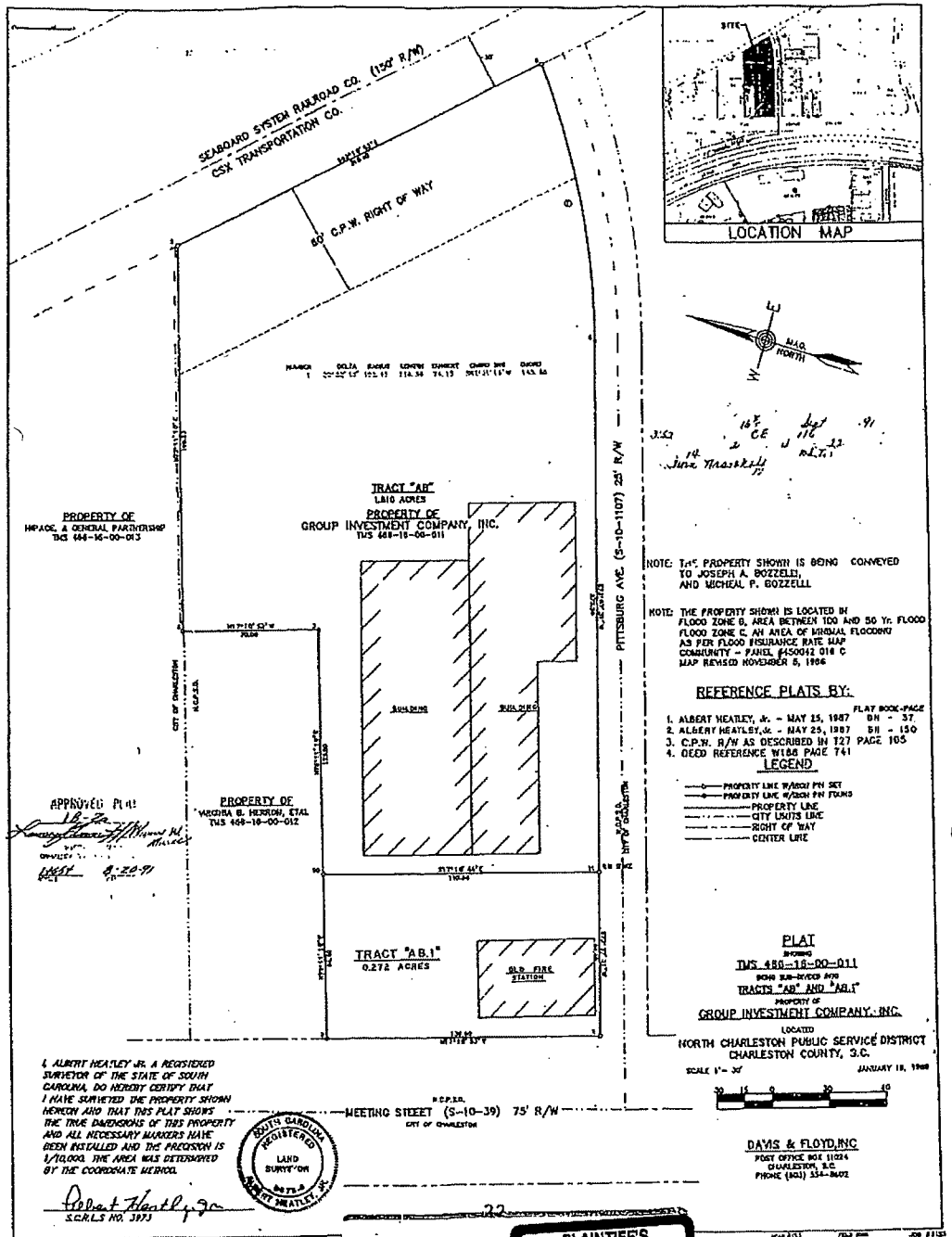
Being the same premises conveyed to Group Investment Company, Inc., by deed of Cheryl Robinson, dba C. R. Intermodel, recorded in the RMC Office for Charleston County on February 18, 1997 in Book D280, Page 27.

David

81C 319P6803

FILED
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99 JAN 27 PM 12:07
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that RRJR, LLC, in the State and County aforesaid, for and in consideration of the sum of ONE HUNDRED FIFTY THOUSAND and NO/100 (\$150,000.00) DOLLARS, to me in hand paid at and before the sealing of these presents by Fine Housing, Inc., in the State and County aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do hereby grant, bargain, sell and release unto the said Fine Housing, Inc., its successors and assigns, all my right, title and interest in the following described property to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

THIS CONVEYANCE IS MADE SUBJECT TO all covenants, restrictions, conditions, easements and rights of way of record.

Grantee's Address: 102 Lake Road
Congers, NY 10920

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, an interest in the said Premises before mentioned unto the said Fine Housing, Inc., its successors and assigns forever.

AND RRJR, LLC does hereby bind itself and its Successors and Assigns to warrant and forever defend, all and singular, the said Premises unto the said Grantee, its successors and assigns, against RRJR, LLC and its Successors and Assigns, and all persons whomsoever so lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hands and Seals this 24 day of December, in the year of our Lord Two Thousand and Thirteen.

SIGNED, SEALED AND DELIVERED
IN THE PRESENTS OF:

[Signature]
Witness #1
[Signature]
Notary Public as Witness #2



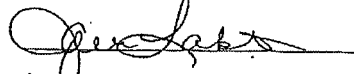
[Signature]
Grantor

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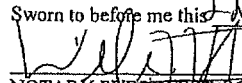


THE STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

PERSONALLY appeared before me the first witness and made oath that s/he saw the within named RRJR, LLC sign, seal and as its act and deed, deliver the within written Deed, that s/he with the other witness witnessed the execution thereof.



Sworn to before me this 21 day of December, 2014.


NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires: 6/17/2015

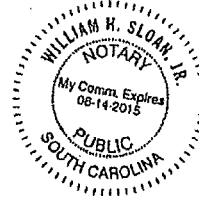


Exhibit A

ALL that piece, parcel or tract of land situate, lying and being in Charleston County, South Carolina, known and designated as "Tract A, 1.610 Acres, Property of Group Investment Company, Inc., TMS 466-16-00-011" on a plat entitle "Plat Showing TMS 466-16-00-011, being subdivided into tracts 'AB' and 'AB.1', property of Group Investment Company, Inc., located North Charleston Public Service District, Charleston County, SC," made by David & Floyd, Inc., dated January 19, 1989 and recorded in the RMC Office for Charleston County in Plat Book CE, Page 116; said tract having such size, shape, dimensions, buttings and boundings as will be referenced to said plat more fully and at large appear.

BEING the same property conveyed to RRJR, LLC by deed of Group Investment Company, Inc. dated February 19, 2007 and recorded April 25, 2007 in the RMC Office for Charleston County at Book H623, Page 181

TMS# 466-16-00-011

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

AFFIDAVIT

Date of Transfer of Title
Closing Date: 12/2/13

PERSONALLY appeared before me the undersigned, who, being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred on: 12/2/13
by: RRJR, LLC
to: Fine Housing, Inc..
3. Check one of the following. The Deed is:
(A) ☒ Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(B) ☐ Subject to deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
(C) ☐ EXEMPT from deed recording fee because: Exemption #
Explanation if required. Transfer to Family Trust
(If exempt, please skip items 4-6, and go to item 7 of this Affidavit).
4. Check one of the following if either item 3(a) or 3(b) above has been checked.
(A) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$150,000.00
(B) ☐ The fee is computed on the fair market value of the realty which is \$
(C) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is **.
5. Check: YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after transfer. If "YES" the amount of the outstanding balance of this lien or encumbrance is \$.
6. The Deed Recording Fee is computed as follows:
(A) 150,000.00 the amount listed in item 4 above.
(B) 0 the amount listed in item 5 above (no amount, place zero)
(C) 150,000.00 subtract line 6(b) from line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney
8. Check if property other than real property is being transferred on this Deed:
(A) ☐ Mobile Home (B) ☐ Other
9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of _____ deceased, Case Number _____. Personally appeared before me the undersigned attorney who, being duly sworn, certifies that s/he is licensed to practice law in the State of South Carolina; that s/he has prepared the Deed of Distribution for the Personal Rep in the Estate of _____ deceased, and that the grantee(s) therein are correct and conform to the estate file for the above-referenced decedent.
10. I understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined but not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN this 2nd day of December, 2013

Notary Public for South Carolina
My Commission Expires: 3-24-2020

THE SLOAN LAW FIRM, P.A.

William H. Sloan, Jr.





A. Settlement Statement (HUD-1)

B. Type of Loan

1. ☐ FHA	2. ☐ RHS	3. ☐ Conv. Unins.	6. File Number: 13-264	7. Loan Number:	8. Mortgage Insurance Case Number:
4. ☐ VA	5. ☐ Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower: Fire Housing Inc 2028 Pittsburg Ave/2470 Sol Legare RD Charleston, SC 29405	E. Name and Address of Seller: Robin M. Robinson and RRJR, LLC	F. Name and Address of Lender:
G. Property Location: 2028 Pittsburg Ave/2470 Sol Legare RD Charleston, SC 29405 Charleston County, South Carolina	H. Settlement Agent: Sloan Law Firm 1055 N Main St Suite F Summerville, SC 29483 Place of Settlement: 1055 N Main St Suite F Summerville, SC 29483	I. Settlement Date: December 2, 2013 Ph. (843)873-7531

J. Summary of Borrower's transaction		K. Summary of Seller's transaction	
100. Gross Amount Due from Borrower:		400. Gross Amount Due to Seller:	
101. Contract sales price	850,000.00	401. Contract sales price	850,000.00
102. Personal property		402. Personal property	
103. Settlement Charges to Borrower (Line 1400)		403.	
104.		404.	
105.		405.	
Adjustments for items paid by Seller in advance		Adjustments for items paid by Seller in advance	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	850,000.00	420. Gross Amount Due to Seller	850,000.00
200. Amounts Paid by or in Behalf of Borrower		500. Reductions in Amount Due Seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to Seller (Line 1400)	187,456.13
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff First Mortgage to Capital One	381,644.72
205.		505. Payoff Second Mortgage to Charleston Capital One	29,982.31
206.		506.	
207.		507. Federal Tax Lien to IRS	
208. Closing Cost Credit		508. Closing Cost Credit	
209. December's Rent and deposit		509. December's Rent and deposit	
Adjustments for items unpaid by Seller		Adjustments for items unpaid by Seller	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes to		511. County Taxes to	
212. Assessments to		512. Assessments to	
213. Credit	35,000.00	513. Credit	35,000.00
214.		514.	
215.		515. Federal Tax Lien	101,000.00
216.		516. Federal Tax Lien	39,000.00
217.		517. State Tax Lien to IRS	5,539.04
218.		518. to IRS	
219.		519. 2012 & 2013 Taxes	60,320.00
220. Total Paid by/for Borrower	35,000.00	520. Total Reduction Amount Due Seller	839,942.20
300. Cash at Settlement from/to Borrower		600. Cash at settlement to/from Seller	
301. Gross amount due from Borrower (line 120)	850,000.00	601. Gross amount due to Seller (line 420)	850,000.00
302. Less amount paid by/for Borrower (line 220)	(35,000.00)	602. Less reductions due Seller (line 520)	(839,942.20)
303. Cash ☒ From ☐ To Borrower	815,000.00	603. Cash ☒ To ☐ From Seller	10,057.80

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Borrower

Fire Housing Inc

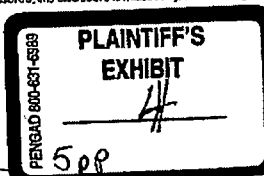
Seller

Robin M. Robinson

RRJR, LLC

authorized member of
RRJR, LLC

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.



Settlement Charges

700. Total Real Estate Broker Fees				Paid From	Paid From
Division of commission (line 700) as follows:				Borrower's	Seller's
701. \$	to			Funds at	Settlement
702. \$	to			Settlement	Settlement
703. Commission paid at settlement					
704.					
705.					
800. Items Payable in Connection with Loan					
801. Our origination charge		\$	(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen		\$	(from GFE #2)		
803. Your adjusted origination charges			(from GFE #A)		
804. Appraisal fee	to		(from GFE #3)		
805. Credit Report	to		(from GFE #3)		
806. Tax service	to		(from GFE #3)		
807. Flood certification	to		(from GFE #3)		
808.			(from GFE #3)		
809.			(from GFE #3)		
810.			(from GFE #3)		
811.			(from GFE #3)		
900. Items Required by Lender to Be Paid in Advance					
901. Daily interest charges from	to	@ \$/day	(from GFE #10)		
902. MIP Tot Ins. for Life of Loan	months to		(from GFE #3)		
903. Homeowner's Insurance for	years to		(from GFE #11)		
904.			(from GFE #11)		
905.			(from GFE #11)		
1000. Reserves Deposited with Lender					
1001. Initial deposit for your escrow account			(from GFE #3)		
1002. Homeowner's insurance	months @ \$	per month	\$		
1003. Mortgage insurance	months @ \$	per month	\$		
1004. Property taxes			\$		
1005.			\$		
1006.	months @ \$	per month	\$		
1007.	months @ \$	per month	\$		
1008.			\$		
1009.			\$		
1100. Title Charges					
1101. Title services and lender's title insurance			(from GFE #4)		100.00
1102. Settlement or closing fee	to Sloan Law Firm		\$		3,000.00
1103. Owner's title insurance to S			(from GFE #5)		1,800.00
1104. Lender's title insurance to S			\$		
1105. Lender's title policy limit	\$				
1106. Owner's title policy limit	\$ 850,000.00				
1107. Agent's portion of the total title insurance premium	to Sloan Law Firm	\$	1,080.00		
1108. Underwriter's portion of the total title insurance premium	to S	\$	720.00		
1109. Binder Title	to Donlan Title Agency				100.00
1110.	Sloan Law Firm				
1111.					
1112. Atty Fee	to Will Swope				49,000.00
1113. Atty Fee	to Joseph Scaumato				3,500.00
1200. Government Recording and Transfer Charges					
1201. Government recording charges			(from GFE #7)		
1202. Deed \$	Mortgage \$	Releases \$	Other \$		
1203. Transfer taxes			(from GFE #9)		
1204. City/County tax/stamps	\$	\$			3,145.00
1205. State tax/stamps	\$	\$			20.00
1206. Inspection Fee	to AAA				5,500.00
1207. Broker Fee	to John Liatsis				8,500.00
1300. Additional Settlement Charges					
1301. Required services that you can shop for			(from GFE #6)		
1302. Fees	to Charleston County				15,748.80
1303. pay/Judgment Xiphias Holdings	to Xiphias Holdings				72,856.39
1304. Federal Tax Lien					
1305. Pay	to SCDOR				24,175.94
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					187,456.13

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 & 3 of this three page statement.

Sloan Law Firm, Settlement Agent

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase			
	HUD-1 Line Number		
Our origination charge	# 801		
Your credit or charge (points) for the specific interest rate chosen	# 802		
Your adjusted origination charges	# 803		
Transfer taxes	#1203		
Charges That in Total Cannot Increase More than 10%			
Government recording charges	#1201		
Total			
Increase between GFE and HUD-1 Charges		\$ 0.00 or	0.00%
Charges That Can Change			
Initial deposit for your escrow account	#1001		
Daily interest charges	# 901 \$ /day		
Homeowner's insurance	# 903		

Loan Terms

Your initial loan amount is	
Your loan term is	_____ years
Your initial interest rate is	_____ %
Your initial monthly amount owed for principal, interest and any mortgage insurance is	_____ Includes ☒ Principal ☒ Interest ☐ Mortgage Insurance
Can your interest rate rise?	☒ No ☐ Yes, it can rise to a maximum of _____%. The first change will be on _____ and can change again every _____ months after _____. Every change date, your interest rate can increase or decrease by _____. Over the life of the loan, your interest rate is guaranteed to never be lower than _____% or higher than _____.
Even if you make payments on time, can your loan balance rise?	☒ No ☐ Yes, it can rise to a maximum of \$_____.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	☒ No ☐ Yes, the first increase can be on _____ and the monthly amount owed can rise to \$_____. The maximum it can ever rise to is \$_____.
Does your loan have a prepayment penalty?	☒ No ☐ Yes, your maximum prepayment penalty is \$_____.
Does your loan have a balloon payment?	☒ No ☐ Yes, you have a balloon payment of \$_____ due in _____ years on _____.
Total monthly amount owed including escrow account payments	☒ You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. ☐ You have an additional monthly escrow payment of \$_____ that results in a total initial monthly amount owed of \$_____. This includes principal, interest, any mortgage insurance and any items checked below: ☐ Property taxes ☐ Flood Insurance ☐ ☐ Homeowner's insurance ☐ ☐

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

HUD-1 Attachment

Borrower(s): Fire Housing Inc
 2028 Pittsburg Ave/2470 Sol Legare RD
 Charleston, SC 29405
 Settlement Agent: Sloan Law Firm
 (843)873-7531
 Place of Settlement: 1055 N Main St Suite F
 Summerville, SC 29483
 Settlement Date: December 2, 2013
 Property Location: 2028 Pittsburg Ave/2470 Sol Legare RD
 Charleston, SC 29405
 Charleston County, South Carolina

Seller(s): Robin M. Robinson and RRJR, LLC

Seller Loan Payoff Details

Payoff First Mortgage to Captial One
 Loan Payoff As of
 Total Additional Interest days @ Per Diem
 Total Loan Payoff 381,644.72

Payoff Second Mortgage to Charleston Captial One
 Loan Payoff As of
 Total Additional Interest days @ Per Diem
 Total Loan Payoff 29,982.31

Title Services and Lender's Title Insurance Details

	BORROWER	SELLER
Binder Fee to Donlan Title Agency		100.00
Total	\$ 0.00	\$ 100.00

Settlement or Closing Fee Details

	BORROWER	SELLER
Atty Fee to Sloan Law Firm		2,100.00
Title Exam to Sloan Law Firm		200.00
Doc Prep to Sloan Law Firm		200.00
Courier Fee to Sloan Law Firm		500.00
Total	\$ 0.00	\$ 3,000.00

Owner's Title Insurance

	BORROWER	SELLER
Owner's Policy Premium to S	1,800.00	
Total	\$ 0.00	\$ 1,800.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

(13-264.PFD/13-264/25)

Single Ledger Balance Report - Sorted By Ref/Ck Number

Selection Criteria

Trust Account: RE2

File ID: 13-264

Responsible Party:

Settlement Date: 12/02/13

Starting Date:

Trust Account Description: Real Estate Trust Account

Client / Matter: Inc, Fire Housing

Ledger Comment:

Property: 2028 Pittsburg Ave/2470 Sol Legare RD/C

Ending Date:

Ref/Ck No.	Transaction Date	Payee Name Memo	Medium	Cleared Date	Amount
------------	------------------	-----------------	--------	--------------	--------

Beginning Balance: \$0.00

Deposits

12/02/13	ProForm generated Incoming funds	wire	12/31/13	\$815,000.00
	Real Estate Closing			
06/20/14	Charleston County User Fee / overpayment 466-1 check		06/30/14	\$3,574.71
	Ich			

Total of 2 Deposits \$818,574.71

Checks

17654	12/03/13	Stewart Title	check	06/30/14	\$720.00
17655	12/03/13	Donlan Title Agency	check	12/31/13	\$1,080.00
17656	12/03/13	Charleston County ROD Office	check	12/31/13	\$3,165.00
17658	12/03/13	Joseph Scaumato	check	12/31/13	\$3,500.00
17661	12/03/13	Robin M. Robinson and RRJR, LLC	Check		\$8,557.80
17662	12/03/13	Charleston County Fees	check	12/31/13	\$15,748.80
17664	12/03/13	Charleston Capital One	check	12/31/13	\$29,982.31
		Payoff Second Mortgage			
17665	12/03/13	Will Swope	check	12/31/13	\$50,500.00
17666	12/03/13	Charleston County Treasurer	check	12/31/13	\$60,320.00
17667	12/03/13	Charles Feeley	check	12/31/13	\$250.00
17668	12/03/13	Sloan Law Firm	check	12/31/13	\$2,950.00
		Settlement Agents Fees			
17669	12/03/13	SCDOR	check	12/31/13	\$5,539.04
17670	12/05/13	SCDOR	check	12/31/13	\$24,175.94
17671	12/06/13	Tamara Lahe Inc	check	12/31/13	\$5,500.00
17672	12/11/13	The Cherle DuMez Agency	check	12/31/13	\$9,311.00
17673	12/16/13	Charleston County ROD Office	check	12/31/13	\$10.00
		Lost Mortgage Satisfactions (2)			
18144	11/05/14	United States Department of Treasury	Cashier Ck		\$55,342.52

Total of 17 Checks \$276,652.41

Miscellaneous

12/03/13	Haynesworth Sinkler	wire	12/31/13	\$72,866.39	
	Ich				
12/03/13	Sci John Liatsis	wire	12/31/13	\$8,500.00	
	Ich				
1540	12/03/13	Check	cashiers c	12/31/13	\$381,644.72
		Ich			

Total of 3 Miscellaneous items \$463,011.11

Report Totals:	Balance:	\$78,911.19
	Ending Balance:	\$78,911.19

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through July 24, 2017.

Selected Entity Name: TAMARA LANE INC.

Selected Entity Status Information

Current Entity Name: TAMARA LANE INC.

DOS ID #: 4009665

Initial DOS Filing Date: OCTOBER 20, 2010

County: ROCKLAND

Jurisdiction: NEW YORK

Entity Type: DOMESTIC BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

TAMARA LANE INC.
14 WESTERLY DRIVE
NEW CITY, NEW YORK, 10956

Chief Executive Officer

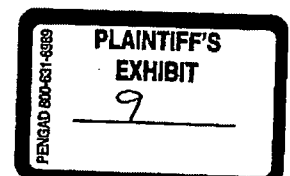
VINCENT DESTASO
102 LAKE RD
CONGERS, NEW YORK, 10920

Principal Executive Office

TAMARA LANE INC.
102 LAKE RD
CONGERS, NEW YORK, 10920

Registered Agent

NONE



This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
200	No Par Value	

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
OCT 20, 2010	Actual	TAMARA LANE INC.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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Finehousing, Inc.

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE, made effective the 18th day of December, 2012 (the "Effective Date"), between TAMARA LANE INC., having an address at 102 Lake Road, Congers, New York 10920 (the "Landlord") and FMB REALTY, INC., a New York corporation having offices at 170-180 Route 9W, Congers, New York 10920 (the "Tenant").

Robin Robinson, Anthony Fogler and Daniel De Haven

WHEREAS, Landlord wishes to lease certain premises to Tenant and Tenant wishes to lease said premises from Landlord; and

WHEREAS, the Landlord and Tenant have agreed that the terms and conditions of the lease of the real property shall be in accordance with this Agreement of Lease;

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged and with the foregoing being deemed incorporated hereinbelow, it is agreed as follows:

WITNESSETH

PREMISES.

2024 Pittsburg Ave. N. Chs. Sc. and 2470 So. Leger Rd. Charleston, SC 29412
1.1 That Landlord hereby leases to Tenant and Tenant hereby hires and takes from Landlord premises known as ~~170-180 ROUTE 9W, CONGERS, NEW YORK 10920~~, identified on Exhibit "A" to this Lease, which is incorporated herein as if stated forth below, ("Premises"), together with the right of access to Tenant, Tenant's employees, agents and servants, in common with all other lawfully entitled thereto, on, over and through the common areas of the said building in accordance with the laws of the municipality.

2. USE.

current purpose
2.1 To be used and occupied by Tenant for ~~an auto body repair shop~~. The premises shall be used for no other purpose unless approved in writing by Landlord, such approval not to be unreasonably withheld.

3. TERM.

Three years
3.1 The term of this Lease shall be for ~~ONE YEAR~~ commencing on the ~~1st~~ day of December, 2012 and terminating on the ~~1st~~ day of December, 2013. *30th day of Nov. 2016*

4. RENT AND SECURITY.

15,300.00
4.1 Tenant shall pay to Landlord rent in the yearly amount ONE HUNDRED FORTY-FOUR THOUSAND 00/100 DOLLARS (\$144,000.00) per year ("Rent") payable in monthly installments of TWELVE THOUSAND 00/100 DOLLARS (\$12,000.00) per month due and payable on the 1st day of each month. *Fifty-three Seven hundred fifty*

12,750.00
4.2 There shall be no security required for the term of this Lease.

4.3 The premises are leased for the entire term hereof. The entire rent for the term hereof is payable at the time of the execution of this Lease and the provisions in this Lease for the payments of such rent installments are for the convenience of the Tenant only.

4.4 PROMPT PAYMENT CREDIT: In the event Tenant's monthly rent payment shall be received by the Landlord ~~on or before~~ the due date, Tenant shall be entitled to a Prompt Payment Credit for the current month's rent of ONE THOUSAND 00/100 DOLLARS (\$1,000.00).

4.5 As Additional Rent, Tenant shall pay to the Landlord as and when the same shall be billed to the Tenant, the cost of any and all Landlord's expenses for real estate taxes, utilities, insurance and property maintenance according to attached Lease Rider A.

5. TENANT'S INSTALLATIONS.

5.1 Tenant shall have the privilege of installing Tenant's equipment and furnishings in such manner as Tenant may desire, provided, however, that if Tenant's installation of said equipment and furnishings costs more than \$1,500 Tenant shall get prior written approval by Landlord, which shall not be unreasonably withheld, and shall have full responsibility for complying with all local codes and regulations. There shall be no construction without Landlord's prior written approval.

6. REPAIRS AND MAINTENANCE

6.1 Throughout the term of this Lease, Tenant shall, at Tenant's Own cost and expense (i) replace any and all damages and/or broken glass in and about the demised premises; (ii) relamp lighting fixtures; (iii) maintain the leased premises and the improvements now or hereafter comprising same, and all Landlord supplied fixtures and equipment therein; (iv) make all repairs to the interior of the lease premises caused by actions of Tenant or Tenant's invitees, servants, agents, or employees; (v) Tenant shall not be responsible to make exterior repairs to the foundations, supporting walls, roof, uprights, beams and other structural members unless damage to such portions of the building occurs as a result of Tenant, Tenant's agents', servants', employees' or invitees' acts or omissions.

6.2 Any and all replacements or repairs to the leased premises, including supplied fixtures and equipment therein shall be subject to Landlord's prior approval. Any contractors utilized to make any such replacements or repairs shall also be subject to Landlord's prior approval.

6.3 Except as may be otherwise set forth in this Lease, all rent and additional rent shall accrue hereunder from the commencement date until the termination of this Lease and shall be payable in lawful money of the United States to Landlord at Landlord's mailing address.

7. SERVICES.

7.1 Landlord shall furnish to Tenant access to the premises twenty-four (24) hours a day, seven (7) days a week. Tenant shall provide and pay for all services required by Tenant, including utilities (as provided for elsewhere in this Lease), janitorial and the cost of fire and security systems. If Tenant makes installs a security system, Tenant shall pay for the cost of that system's removal at the end of the Lease term.

8. IMPROVEMENTS AND ALTERATIONS.

8.1 Tenant, upon the prior written consent of Landlord, (which consent maybe withheld or delayed in Landlord's sole discretion), may place partitions, trade or other fixtures (including lighting fixtures), and the like, in the premises and may make such improvements and alterations in the interior thereof as Tenant may desire, at Tenant's own expense.

8.1.1 All alterations, decorations and installations made by Tenant shall be performed in a good workmanlike manner and at a time not to disturb neighbors in the building or overburden the building facilities, and shall comply with all federal, state and local laws. Tenant or Tenant's contractors shall take out and pay for all permits, as required. Tenant or Tenant's contractors shall also be responsible for rubbish removal, hoisting of materials or other reasonable charges of a similar nature relating to such work. Tenant or Tenant's contractors shall consult with Landlord on any work affecting the premises' mechanical or electrical systems prior to commencing such work. In the event any mechanic's liens are filed against the building or land of which the Premises form a part by reason of work performed by or on behalf of Tenant, then Tenant agrees to remove or bond such lien within ten (10) days notice from Landlord or by other source, at Tenant's expense.

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All such things heretofore or hereafter made or installed by Tenant if not removed by Tenant at the end of the Lease shall become the property of Landlord and in the case of damage or destruction thereto by fire or other causes, Landlord shall have the right to recover the value thereof as Landlord's own loss from any insurance company with which Landlord or Tenant has insured the same, or to claim an award in the event of condemnation, notwithstanding that any of such things might be considered a part of the premises.

8.2 Notwithstanding the foregoing to the contrary, Tenant shall submit plans and specifications to Landlord for Landlord's prior review and written approval for all alterations or rearrangement work Tenant plans to make in Tenant's space in the building that Tenant estimates will cost in excess of One Thousand, Five Hundred (\$ 1,500) Dollars. Landlord shall review Tenant's plans and specifications and agrees that Landlord will not unreasonably withhold approval for Tenant to proceed with Tenant's contemplated work providing said work is not structural in nature. Tenant must secure Landlord's written approval in order to proceed with any alterations or rearrangement work.

9. SURRENDER.

9.1 At the expiration of this Lease or any extension or renewal thereof, Tenant shall surrender the demised premises in good order and condition, reasonable wear and tear, other casualty and the elements and repairs which Landlord is required to make herein excepted. All alterations, additions and improvements in or upon the premises or the building made by either party hereto shall become the property of Landlord and shall remain upon and be surrendered with the premises as a part thereof at the termination or other expiration of the term hereby granted. All furniture, including "built-in" that are removable without permanent damage to the premises, furnishings and trade fixtures including, without limitation, business machines and equipment, apparatus and any other movable property installed by Tenant or at the expense of Tenant, shall remain the property of Tenant and Tenant shall remove all or any part thereof at any time prior to the expiration of the term of this Lease, in which case Tenant shall restore the demised premises in good order and condition (normal wear and tear excepted). Any property of Tenant which may remain in the demised after the expiration of the term of this Lease, or if this Lease be renewed after the expiration of the last renewal term, shall be deemed to have been abandoned by Tenant and may be retained by Landlord as Landlord's property or may be disposed of in such manner as Landlord may see fit at Tenant's expense.

10. INSPECTION.

10.1 Landlord shall, upon advance oral notice to Tenant (except in an emergency) have the right at all times, to enter the premises to inspect the same and, at all times, to make repairs or replacements therein as required by this Lease, or as may be necessary or desirable in Landlord's sole discretion, provided, however, that Landlord shall use reasonable effort not to disturb Tenant's use and occupancy of the premises.

11. CASUALTY.

11.1 If the Premises are damaged by fire or any other cause, the following provisions of this article shall apply:
11.1.1 If the damage is to such extent that the cost of restoration, as estimated by Landlord, will equal or exceed thirty (30%) percent of the replacement value of the building (exclusive of foundations) in its condition just prior to the occurrence of the damage, Landlord may, not later than the thirtieth (30th) day following the damage, give Tenant a notice stating that Landlord elects to terminate this Lease. If such notice shall be given: (i) this Lease shall terminate on the third (3rd) day after the giving of said notice; (ii) Tenant shall surrender possession of the premises within a reasonable time thereafter not to exceed thirty (30) days; and (iii) the rent shall be apportioned as of the date of such surrender and any rent paid for any period beyond said date shall be repaid to Tenant.

11.1.2 If the cost of restoration as estimated by Landlord shall amount to less than thirty (30%) percent of said replacement value of the building or if, despite the cost, Landlord does not elect to terminate this Lease, Landlord shall restore the building and the premises with reasonable promptness, subject to delays beyond Landlord's control and delays in the making of insurance adjustments by Landlord, and Tenant shall not have the right to terminate this Lease.

11.1.3 Landlord need not restore fixtures, improvements or other property damaged as a result of any casualty, force majeure, labor dispute or other willful acts.

11.1.3 In any case in which the use of the premises is affected by any damage to the building, there shall be either an abatement or an equitable reduction in rent depending on the period for which and the extent to which the premises are not reasonably usable for the purposes for which they are leased hereunder. The words "restoration" and "restore" as used in this article shall include repairs. If the damage results from the fault of Tenant or Tenant's agents, servants, visitors or licensees, Tenant shall not be entitled to any abatement or reduction of rent except to the extent, if any, that Landlord receives the proceeds of rent insurance from Tenant's insurance company in lieu of such rent.

12. PROPERTY AND LIABILITY INSURANCE.

12.1 From and after the date of the execution of this Lease, Tenant shall pay as Additional Rent, the cost of Landlord's insurance as follows:

12.1.1 property and casualty insurance covering the premises against loss or damage by fire or water in an amount sufficient to meet the co-insurance requirements of the policies, but not less than the full insurable value of the premises, exclusive of the architectural and engineering fees, excavation, footings and foundations or other structural responsibilities. The term "full insurable value" shall mean herein the cost of replacement. Landlord shall be named insured with Tenant on said policy or policies which may, in Landlord's discretion, also list all mortgages, if any, as insured parties and said policies may not be cancelled without at least thirty (30) days prior notice to Landlord by the insurance carrier.

12.1.2 public liability insurance (personal injury insurance) covering any loss, liability, damage or claim to the aggregate amount of at least One Million (\$1,000,000) DOLLARS for each incident and at least One Million, Five Hundred Thousand (\$1,500,000) DOLLARS in the aggregate, for any matter alleged to have arisen from or relating to the leased premises and all parking and public areas related to the premises.

12.2 Tenant and Landlord hereby mutually waive their respective rights of recovery against each other for any loss to the extent insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by each party's respective insurer, to evidence compliance with the aforementioned waiver and Tenant shall bear the cost of any additional premium charged resulting therefrom.

12.3 In the event Tenant's use of the premises causes the premium of the insurance policies to increase either for the Tenant, Landlord or other Tenants, then and in that event, Tenant shall pay Tenant's, Landlord's and other Tenants' increased premiums.

12.4 At Landlord's sole discretion, Landlord may require Tenant to obtain at Tenant's sole cost and expense, public liability insurance (personal injury insurance) covering any loss, liability, damage or claim in the aggregate amount of at least One Million (\$1,000,000) DOLLARS for each incident and at least One Million, Five Hundred Thousand (\$1,500,000) DOLLARS in the aggregate, for any matter alleged to have arisen from or relating to the leased premises and all parking and public areas related to the premises and provide a certificate of insurance naming Landlord as an additional insured under such policies.

13. CONDEMNATION.

13.1 If at any time during the term, the whole of the premises shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, or if any part of the premises shall be so taken and the remaining part shall in the Landlord's opinion be insufficient for the conduct of Tenant's business as contemplated by this Lease, then, in such event, the term hereby granted and all rights of Tenant, except as hereinafter reserved, shall immediately cease.

and terminate as of the date of such taking, and the rent shall be apportioned and paid to the time of such termination. In case of any such taking, whether involving the whole or any part of the premises, the entire award shall be paid to Landlord, including the value of the improvements to the premises installed at Tenant's own expense (regardless of whether the improvements shall be or become the property of Landlord under the terms of this Lease), plus the value of Tenant's fixtures but not for moving and relocation expenses of the Tenant.

13.2 In the event that only a part of the premises shall be so taken and if the part not so taken shall be reasonably sufficient to enable Tenant to continue the conduct of Tenant's business on and in the remaining premises, this Lease shall remain unaffected, except:

13.2.1 Tenant shall be entitled to a pro rate reduction of rent and additional rents payable hereunder based on the proportion which the area of the space so taken bears to the area of the space demised hereunder immediately prior to such taking, provided that consideration shall be given to the respective values of the area so taken, and the area not so taken, and any dispute with respect to the amount of the reduction shall be resolved by the manner provided in this Lease;

13.2.2 The entire award for a partial taking shall be paid to Landlord which, at Landlord's own expense out of such award, shall restore the affected part of the building to substantially the same condition and tenability as existed prior to the taking, including all of the work and Tenant's alterations, costs in excess of the award shall be paid by Tenant. If such partial taking shall occur in the last year of the term of this Lease, either party, irrespective of the area of the space remaining may elect to terminate this Lease and the term hereby granted, provided such party shall, within thirty (30) days after having received office of such taking, give notice to that effect, and upon the giving of such notice, this Lease and the term hereby granted shall expire and come to an end upon the expiration of thirty-five (35) days following the date of said notice of taking. The rent shall be apportioned and paid to such expiration date. If either party shall so elect to end this Lease and the term hereby granted, the entire award for partial condemnation shall be paid to Landlord, and Tenant shall have no claim against Landlord for any part thereof.

14. TAXES.

14.2 Tenant shall be responsible to pay to the Landlord as Additional Rent, the cost of all property taxes assessed for the Premises.

15. SIGNS.

15.1 Tenant may at its sole cost and expense install signs on or about the building subject to meeting all codes and standards set by the municipality and subject to the approval of the Landlord, such approval not to be unreasonably withheld.

16. DEFAULT.

16.1 If Tenant makes default in the payment of rent or additional rent reserved herein and said default shall continue for a period of fifteen (15) days after written notice of nonpayment by Landlord to Tenant, this Lease shall fully and completely expire on the tenth (10) day from the date said notice is given, as though the Lease and term herein had ended on said date. If Tenant shall make default of any other condition of this Lease and such default shall continue for thirty (30) days after written notice to Tenant, or such default shall continue for a period of thirty (30) days after written notice thereof from Landlord specifying such default, and thereafter shall continue beyond such period as may be reasonably necessary to correct such default so long as Tenant is diligently occupied in correcting the same, or, if the premises shall be vacant or deserted and Tenant shall cease paying rent, or if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant and the same shall not be bonded or dismissed or discharged as promptly as may be under the circumstances, but in no event more than five (5) business days, then, and in any such event, Landlord may give thirty (30) days notice of intention to end the term of this Lease and then upon the expiration of said thirty (30) days the term of this Lease shall, unless Tenant has cured such default, expire as fully and completely

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as if that day were the day herein definitely fixed for the expiration of said term, and Tenant shall then quit the premises and surrender the same, but shall remain liable as hereinafter provided.

16.2 If the notices provided in the above paragraph shall have been given and the term hereof shall expire as aforesaid, then, Landlord may, without further notice, re-enter the premises and dispossess Tenant and the legal representatives of Tenant or other occupant of the premises by summary proceedings or otherwise, and remove their effects and hold the premises as if this Lease has not been made; and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

16.3 In case of such re-entry, expiration and/or dispossession by summary proceedings or otherwise, (i) the rent shall become due thereupon and be paid for the full term of this Agreement of Lease. Together with such expenses as Landlord may incur for legal expenses, reasonable attorneys fees, brokerage and/or putting the premises in good order for re-rental; (ii) Landlord may relet the premises or any part or parts thereof, either in Landlord's own name or otherwise, for a term or terms which may, at Landlord's option, be shorter or longer than the period which would otherwise have constituted the remainder of the term of this Lease to such extent as Landlord, in Landlord's judgment, considers advisable and necessary to relet the same; and (iii) Tenant or Tenant's successors shall also pay Landlord as liquidated damages for the failure of Tenant to observe and perform Tenant's covenants contained herein, any deficiency between the rent hereby reserved and the net amount, if any, of the rents collected on account of the Lease or Leases of the premises for each month of the period which would otherwise have constituted the remainder of the term hereof. In computing such liquidated damages there shall be added to said deficiency such reasonable expenses as Landlord may incur in connection with reletting such as legal expenses, attorneys fees, brokerage and for keeping or restoring the premises to good order for reletting. Any such liquidated damages shall be paid in monthly installments on the rent day specified in this Lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any ways the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord, at Landlord's option, may make such alterations, repairs, replacements and decorations in the building upon the demised premises as Landlord, in Landlord's reasonable judgment, considers advisable and necessary for the purpose of reletting the premises; and the making of such alterations and decorations shall not operate or be construed to release Tenant from liability thereunder. In the event of a breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not provided for herein. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy in law or at equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed, for any cause, or in the event of Landlord obtaining possession of the premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise.

16.4 In the event Tenant defaults under any of the terms or provisions of this Lease Agreement, the Tenant shall be responsible to pay all of Landlord's legal fees, costs and expenses in addition to any other amounts due hereunder.

17. HOLDOVER

17.1 If Tenant remains in the premises beyond the expiration of this Lease, as said Lease may have been extended, such holding over in itself shall not constitute a renewal or extension of the Lease but, in such event, a tenancy from month-to-month shall arise at double the monthly rent due during the last month of occupancy pursuant to the terms of this Agreement of Lease.

18. NOTICES.

18.1 All notices or other communications required or permitted to be given by either party to the other under or pursuant to this Agreement must be in writing and shall be deemed to have been duly given only if delivered personally, by confirmed facsimile transmission or certified mail, return receipt requested (first class postage prepaid) or by Federal Express or other nationally recognized overnight delivery service, except for the United States Postal Service (Overnight Delivery) addressed to the parties as follows:

and

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if to Landlord to:

~~TAMARA LANE INC.~~
~~102 Lake Road, Congers~~
~~New York 10920~~

Fine Housing, Inc.

if to Tenant to:

~~FMB REALTY, INC.~~
~~170 - 180 Route 9W~~
~~Congers, New York 10920~~

845-406-2206

Telephone: (845) _____

Facsimile: (845) _____

18.2 All such notices, requests and other communications shall, if personally delivered or by Overnight Delivery, be effective upon receipt, and mailed, be personally effective upon the earlier of (i) actual receipt, or (ii) five (5) days after first being postmarked by the United States of America Postal Service, if delivered by facsimile transmission, be deemed given upon confirmation. The Parties hereto and any other parties entitled to receive copies of notices or other communications shall be entitled to change the address or the facsimile number to which the same shall be delivered or mailed by giving written notice of such change of address or facsimile number in the manner provided for the giving of other notices.

19. ASSIGNMENT.

19.1 Tenant may not assign this Lease or sublet all or an part of the premises at any time during the term hereof, except with the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall give Landlord thirty (30) days notice of Tenant's intent to assign or sublet and shall give the name of the Tenant who shall occupy the space and use proposed by said Tenant, as well as reasonable financial information about the proposed Tenant that Landlord may require. Landlord shall have thirty (30) days after receipt of said notification Landlord's election to permit the assignment or subletting, deny the assignment or subletting, or to cancel this Lease in the event of a proposed assignment or subletting. If Landlord elects to cancel the Lease, Tenant shall have the right to withdraw the assignment or sublease within five (5) days of receipt of notice of termination, in which case this Lease shall continue in full force and effect. Failure of Landlord to give notice to Tenant of approval of a sublease or assignment within said time period shall constitute a denial of consent to Tenant. If Landlord permits Tenant, by written consent or by operation of this article, to make such assignment or subletting, Tenant shall remain responsible for the faithful performance of all the covenants, terms and conditions hereof on Tenant's part to be performed.

20. QUIET ENJOYMENT.

20.1 Tenant, on paying the rent and performing the covenants of this Lease on this Lease on Tenant's part to be performed, may peaceably and quietly have, hold and enjoy the premises for the term of this Lease

21. VENUE.

21.1 The venue for any action shall be in the Supreme Court of the State of New York or lower court of competent jurisdiction, County of Westchester or Rockland, without regard to principles of conflicts of laws.

22. GOVERNING LAW.

22.1 This Agreement shall be governed by and construed under and pursuant to the laws of the State of New York, without regard to principles of conflicts of laws.

23. SUBORDINATION AND NON-DISTURBANCE.

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23.1 Tenant agrees that this Lease is subordinate to any mortgage or mortgages that now are or hereafter may be placed upon the demised premises and to any and all advances to be made there under and to the interest thereon and all renewals, replacements, consolidations and extensions thereof, and Tenant shall execute such further instrument or instruments as shall be reasonably requested by Landlord to effectuate the foregoing. Failure by Tenant to so cooperate shall be deemed to be a default pursuant to the terms of this Agreement.

23.2 In order to effectuate the subordination provisions of the Agreement of Lease, the Tenant hereby grants to Landlord a limited Power-of-Attorney coupled with an interest authorizing Landlord to execute any and all subordination documents requested by Landlord's mortgages both existing as of the date of this Agreement of Lease and any such mortgages of the premises in the future. This paragraph shall be deemed to be self-operating and Landlord and Tenant acknowledge that any and all mortgages of the premises may rely upon said Power-of-Attorney.

24. RULES AND REGULATIONS.

24.1 Tenant shall abide by and observe such reasonable rules or regulations as may be promulgated from time to time by Landlord for the operation, safety, security and maintenance of the premises, provided that the same are in conformity with common practice and usage in similar buildings, are not inconsistent with the provisions of this Lease or the leased premises, and a copy thereof is sent to Tenant.

25. FLOOR LOAD, NOISE AND FURNISHINGS.

25.1 Tenant shall not place a load upon any floor of the premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law.

25.2 Business and other machines and mechanical equipment belonging to the Tenant which cause noise or vibration that may be transmitted to the structure of the building or to the premises to such a degree as to be objectionable to Landlord or other tenants in the building or area, shall be placed and maintained by the party owning the machines or equipment, at such party's expense, in setting of cork, rubber or spring-type vibration eliminators sufficient to eliminate noise or vibration.

25.3 To the extent reasonably possible, Tenant's improvements, alterations, equipment, furnishings and fixtures, shall be of non-combustible and non-toxic materials.

26. SECURITY SYSTEM.

26.1 Tenant shall maintain any security and fire alarm systems as are located in said premises and shall make all repairs to and monthly maintenance payments for said systems as same are required.

27. OPERATING EXPENSES.

27.1 Tenant will be responsible for all operating expenses associated with maintenance of the Premises.

28. LAWS AND ORDINANCES, ENVIRONMENTAL COMPLIANCE.

28.1 Tenant shall, at Tenant's expense, comply with all laws, orders, ordinances and regulations of federal, state, county and municipal authorities and with any direction made pursuant to law of any public officer or officers which shall, with respect to the occupancy, use or manner of use of the premises, or to any abatement of nuisance, impose any violation, order or duty upon Landlord or Tenant arising from Tenant's occupancy, use or manner of use of the premises or any installations made therein.

28.2 Tenant shall be responsible for and shall comply with all laws, rules, ordinances, regulations or orders of any governmental authority having jurisdiction over the premises with respect to the abatement, removal, disposal or

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containment of Hazardous Substances (hereinafter defined) in or on the premises to the extent that such Hazardous Substances were brought upon or introduced to the premises by Tenant or Tenant's agents, contractors or employees. Tenant shall indemnify and hold Landlord harmless from and against any and all cost, claims, suits, causes or action, losses, injury or damage (including, without limitation, Attorney's fees, costs and expenses) resulting from Tenant's liability and such indemnity shall survive the expiration or earlier termination of this Agreement of Lease.

28.3 As used herein, "Hazardous Substances" shall mean any hazardous wastes, hazardous and toxic substances or related materials, asbestos, polychlorinated biphenyls or any other substance or material as defined by any federal, state or local environmental law, ordinance, rule or regulation including, without limitation, the comprehensive Environmental Response Compensation and Liability Act, as amended, the Hazardous Materials Transportation Act, as amended, 42 U.S.C.A. Section 9601 (subparagraph 14) and any regulations adopted and publications promulgated pursuant to each of the foregoing.

29. RIGHT TO SHOW PREMISES.

29.1 During the six (6) months prior to the expiration of the term of this Lease, or during the six (6) months after Tenant gives notice of intent to terminate the lease, Landlord may exhibit the premises to prospective tenants and/or purchasers, subject to giving reasonable advance notice to Tenant.

30. BROKER.

30.01. The parties hereto agree that NO BROKER brought about this Lease.

31. NON-WAIVER

31.1 Failure to insist upon strict compliance with any of the terms, covenants or conditions shall not be deemed a waiver of such terms, covenants or conditions nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such rights or powers at any other time or times.

32. ATTORNEYS FEES.

32.1 In the event of a violation of the terms of this Lease by the Tenant, Tenant shall be responsible for the Payment of any and all legal fees incurred by the Landlord to remedy the default or for the removal of the Tenant from the Premises.

33. COUNTERPARTS.

33.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all which together shall be deemed one instrument.

34. BASEMENT STORAGE.

34.1 The Tenant acknowledges that he has no right to storage in any part of the Landlord's Premises that is not conveyed in this Lease.

35. DISTURBANCE DUE TO CONSTRUCTION.

35.1 Tenant acknowledges that the building in which the premises are located is in the process of being renovated by the Landlord and therefore, Tenant waives any and all claims of disturbance, interference, annoyance or inconvenience created by the renovations. Landlord will make reasonable attempts to limit any disturbance, interference, annoyance or inconvenience created by renovations.

36. ENVIRONMENTAL WARRANTIES AND COVENANTS

36.1 Warranties: The Tenant, being the former owner of the Premises and having conveyed the same to the Landlord concurrent with the execution of this Lease, makes the following representations and warranties: to the best of Tenant's knowledge: (i) Tenant is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to toxic and hazardous substances and other environmental matters (the "Laws"), (ii) no portion of the Premises is being used for the disposal, storage, treatment, processing or other handling of any hazardous or toxic substances, in a manner not in compliance with the Laws, (iii) the soil and any surface water and ground water which are a part of the Premises are free from any solid wastes, toxic or hazardous substance or contaminant and any discharge of sewage or effluent; and (iv) neither the federal government nor the State of New York Department of Environmental Conservation or any other governmental or quasi-governmental entity has filed a lien on the Mortgaged Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Tenant's knowledge, threatened, which involve the Premises.

Tenant makes the following additional representations and warranties: Throughout the term of and any extensions of this Lease: (i) Tenant is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to toxic and hazardous substances and other environmental matters (the "Laws"), (ii) no portion of the Premises is being used for the disposal, storage, treatment, processing or other handling of any hazardous or toxic substances, in a manner not in compliance with the Laws, (iii) the soil and any surface water and ground water which are a part of the Premises are free from any solid wastes, toxic or hazardous substance or contaminant and any discharge of sewage or effluent; and (iv) neither the federal government nor the State of New York Department of Environmental Conservation or any other governmental or quasi-governmental entity has filed a lien on the Mortgaged Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Tenant's knowledge, threatened, which involve the Premises.

36.2 Agreement to Comply: If any environmental contamination is found on the Premises for which any removal or remedial action is required pursuant to Law, ordinance, order, rule, regulation or governmental action, Tenant agrees that it will at its sole cost and expense taken such removal or remedial action promptly and to Landlord's satisfaction.

36.3 Indemnification: Tenant agrees to defend, indemnify and hold harmless Landlord, its employees, agents, officers and directors from and against any claims, actions demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation, attorney and consultant fees, investigations and laboratory fees, court costs and litigation expenses of whatever kind or nature known or unknown contingent or otherwise arising out of or in any way related to: (i) disposal, release or threatened release of any hazardous or toxic substances on the Premises; (ii) any personal injury (including wrongful death or property damage, real or personal) arising out of or related to such hazardous or toxic substances; (iii) any lawsuit brought or threatened, settlement reached or government order given relating to such hazardous or toxic substances; and/or (iv) any violation of any law, order, regulations, requirement, or demand of any government authority, or any policies or requirements of Landlord, which are based upon or in any way related to such hazardous or toxic substances.

36.4 Other Sites: Tenant knows of no on-site or off-site locations where hazardous or toxic substances from the operation of the facility on the Premises have been stored, treated, recycled or disposed of.

36.5 Leases: Tenant agrees not to sublease of the Premises to a subtenant whose operations may result in contamination of the Premises with hazardous or toxic substances.

36.6 Non-operation by Landlord: Tenant acknowledges that any action Landlord takes under this Lease shall be taken to protect Landlord's interest only; Landlord does not hereby intend to be involved in the operations of the Tenant.

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23.1 Tenant agrees that this Lease is subordinate to any mortgage or mortgages that now are or hereafter may be placed upon the demised premises and to any and all advances to be made there under and to the interest thereon and all renewals, replacements, consolidations and extensions thereof, and Tenant shall execute such further instrument or instruments as shall be reasonably requested by Landlord to effectuate the foregoing. Failure by Tenant to so cooperate shall be deemed to be a default pursuant to the terms of this Agreement.

23.2 In order to effectuate the subordination provisions of the Agreement of Lease, the Tenant hereby grants to Landlord a limited Power-of-Authority coupled with an interest authorizing Landlord to execute any and all subordination documents requested by Landlord's mortgages both existing as of the date of this Agreement of Lease and any such mortgages of the premises in the future. This paragraph shall be deemed to be self-operating and Landlord and Tenant acknowledge that any and all mortgages of the premises may rely upon said Power-of-Authority.

24. RULES AND REGULATIONS.

24.1 Tenant shall abide by and observe such reasonable rules or regulations as may be promulgated from time to time by Landlord for the operation, safety, security and maintenance of the premises, provided that the same are in conformity with common practice and usage in similar buildings, are not inconsistent with the provisions of this Lease or the leased premises, and a copy thereof is sent to Tenant.

25. FLOOR LOAD, NOISE AND FURNISHINGS.

25.1 Tenant shall not place a load upon any floor of the premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law.

25.2 Business and other machines and mechanical equipment belonging to the Tenant which cause noise or vibration that may be transmitted to the structure of the building or to the premises to such a degree as to be objectionable to Landlord or other tenants in the building or area, shall be placed and maintained by the party owning the machines or equipment, at such party's expense, in setting of cork, rubber or spring-type vibration eliminators sufficient to eliminate noise or vibration.

25.3 To the extent reasonably possible, Tenant's improvements, alterations, equipment, furnishings and fixtures, shall be of non-combustible and non-toxic materials.

26. SECURITY SYSTEM.

26.1 Tenant shall maintain any security and fire alarm systems as are located in said premises and shall make all repairs to and monthly maintenance payments for said systems as same are required.

27. OPERATING EXPENSES.

27.1 Tenant will be responsible for all operating expenses associated with maintenance of the Premises.

28. LAWS AND ORDINANCES, ENVIRONMENTAL COMPLIANCE.

28.1 Tenant shall, at Tenant's expense, comply with all laws, orders, ordinances and regulations of federal, state, county and municipal authorities and with any direction made pursuant to law of any public officer or officers which shall, with respect to the occupancy, use or manner of use of the premises, or to any abatement of nuisance, impose any violation, order or duty upon Landlord or Tenant arising from Tenant's occupancy, use or manner of use of the premises or any installations made therein.

28.2 Tenant shall be responsible for and shall comply with all laws, rules, ordinances, regulations or orders of any governmental authority having jurisdiction over the premises with respect to the abatement, removal, disposal or

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containment of Hazardous Substances (hereinafter defined) in or on the premises to the extent that such Hazardous Substances were brought upon or introduced to the premises by Tenant or Tenant's agents, contractors or employees. Tenant shall indemnify and hold Landlord harmless from and against any and all cost, claims, suits, causes or action, losses, injury or damage (including, without limitation, Attorney's fees, costs and expenses) resulting from Tenant's liability and such indemnity shall survive the expiration or earlier termination of this Agreement of Lease.

28.3 As used herein, "Hazardous Substances" shall mean any hazardous wastes, hazardous and toxic substances or related materials, asbestos, polychlorinated biphenyls or any other substance or material as defined by any federal, state or local environmental law, ordinance, rule or regulation including, without limitation, the comprehensive Environmental Response Compensation and Liability Act, as amended, the Hazardous Materials Transportation Act, as amended, 42 U.S.C.A. Section 9601 (subparagraph 14) and any regulations adopted and publications promulgated pursuant to each of the foregoing.

29. RIGHT TO SHOW PREMISES.

29.1 During the six (6) months prior to the expiration of the term of this Lease, or during the six (6) months after Tenant gives notice of intent to terminate the lease, Landlord may exhibit the premises to prospective tenants and/or purchasers, subject to giving reasonable advance notice to Tenant.

30. BROKER.

30.01. The parties hereto agree that NO BROKER brought about this Lease.

31. NON-WAIVER

31.1 Failure to insist upon strict compliance with any of the terms, covenants or conditions shall not be deemed a waiver of such terms, covenants or conditions nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such rights or powers at any other time or times.

32. ATTORNEYS FEES.

32.1 In the event of a violation of the terms of this Lease by the Tenant, Tenant shall be responsible for the Payment of any and all legal fees incurred by the Landlord to remedy the default or for the removal of the Tenant from the Premises.

33. COUNTERPARTS.

33.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all which together shall be deemed on instrument.

34. BASEMENT STORAGE.

34.1 The Tenant acknowledges that he has no right to storage in any part of the Landlord's Premises that is not conveyed in this Lease.

35. DISTURBANCE DUE TO CONSTRUCTION.

35.1 Tenant acknowledges that the building in which the premises are located is in the process of being renovated by the Landlord and therefore, Tenant waives any and all claims of disturbance, interference, annoyance or inconvenience created by the renovations. Landlord will make reasonable attempts to limit any disturbance, interference, annoyance or inconvenience created by renovations.

Doc 02 13 11:28

36. ENVIRONMENTAL WARRANTIES AND COVENANTS

36.1 Warranties: The Tenant, being the former owner of the Premises and having conveyed the same to the Landlord concurrent with the execution of this Lease, makes the following representations and warranties: to the best of Tenant's knowledge: (i) Tenant is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to toxic and hazardous substances and other environmental matters (the "Laws"); (ii) no portion of the Premises is being used for the disposal, storage, treatment, processing or other handling of any hazardous or toxic substances, in a manner not in compliance with the Laws, (iii) the soil and any surface water and ground water which are a part of the Premises are free from any solid wastes, toxic or hazardous substance or contaminant and any discharge of sewage or effluent; and (iv) neither the federal government nor the State of New York Department of Environmental Conservation or any other governmental or quasi-governmental entity has filed a lien on the Mortgaged Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Tenant's knowledge, threatened, which involve the Premises.

Tenant makes the following additional representations and warranties: Throughout the term of and any extensions of this Lease: (i) Tenant is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to toxic and hazardous substances and other environmental matters (the "Laws"); (ii) no portion of the Premises is being used for the disposal, storage, treatment, processing or other handling of any hazardous or toxic substances, in a manner not in compliance with the Laws, (iii) the soil and any surface water and ground water which are a part of the Premises are free from any solid wastes, toxic or hazardous substance or contaminant and any discharge of sewage or effluent; and (iv) neither the federal government nor the State of New York Department of Environmental Conservation or any other governmental or quasi-governmental entity has filed a lien on the Mortgaged Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Tenant's knowledge, threatened, which involve the Premises.

36.2 Agreement to Comply: If any environmental contamination is found on the Premises for which any removal or remedial action is required pursuant to Law, ordinance, order, rule, regulation or governmental action, Tenant agrees that it will at its sole cost and expense taken such removal or remedial action promptly and to Landlord's satisfaction.

36.3 Indemnification: Tenant agrees to defend, indemnify and hold harmless Landlord, its employees, agents, officers and directors from and against any claims, actions demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation, attorney and consultant fees, investigations and laboratory fees, court costs and litigation expenses of whatever kind or nature known or unknown contingent or otherwise arising out of or in any way related to: (i) disposal, release or threatened release of any hazardous or toxic substances on the Premises; (ii) any personal injury (including wrongful death or property damage, real or personal) arising out of or related to such hazardous or toxic substances; (iii) any lawsuit brought or threatened, settlement reached or government order given relating to such hazardous or toxic substances; and/or (iv) any violation of any law, order, regulations, requirement, or demand of any government authority, or any policies or requirements of Landlord, which are based upon or in any way related to such hazardous or toxic substances.

36.4 Other Sites: Tenant knows of no on-site or off-site locations where hazardous or toxic substances from the operation of the facility on the Premises have been stored, treated, recycled or disposed of.

36.5 Leases: Tenant agrees not to sublease of the Premises to a subtenant whose operations may result in contamination of the Premises with hazardous or toxic substances.

36.6 Non-operation by Landlord: Tenant acknowledges that any action Landlord takes under this Lease shall be taken to protect Landlord's interest only; Landlord does not hereby intend to be involved in the operations of the Tenant.

Doc 02 12 11:13a

and

36.7 Compliance Determinations: Tenant acknowledges that any determinations Landlord makes under this Section regarding compliance with environmental laws shall be made for Landlord's benefit only and are not intended to be relied upon by any other party.

36.8 Survival of Conditions: The provisions of the is section shall be in addition to any other obligations and liabilities Tenant may have to Landlord at common law, and shall survive the transactions contemplated herein.

IN WITNESS WHEREOF, this agreement of Lease has been duly executed by the parties hereto on the ____ of December, 2012.

SIGNATORIES:

WITNESSED BY:

FOR THE LANDLORD:
~~TAMAR LANE INC.~~

By: _____

FOR THE TENANT:

WITNESSED BY:

~~FRANK PATEGGIA, INC.~~

By: _____

The obligations of the Tenant herein are hereby personally guaranteed by the undersigned.

WITNESSED BY:

~~FRANK PATEGGIA, Inc.~~ Guarantor

Anthony Fogler

Anthony Fogler, Guarantor

Robin M. Robinson

Robin M. Robinson

Guarantor

Daniel DeHaven

Guarantor

OPTION TO PURCHASE REAL ESTATE AGREEMENT

This Lease to Purchase Option Agreement ("Option to Purchase Agreement") is made on December 2, 2013 between RRJR, LLC and Robin M. Robinson (the "Buyers-Tenants") and Fine Housing, Inc. (Sellers-Landlords)

WHEREAS, Seller/Landlord is/are the fee owner of certain real property being, lying and situated in Charleston County, South Carolina, such real properties having addresses of 2470 Sol Legare Road, Charleston, SC 29412 and 2028 Pittsburgh Ave., North Charleston, SC 29405. And TMS Nos. of 3300800007 (Sol Legare) and 4661600011 (Pittsburgh)

WHEREAS, Seller/Landlord and Buyer/Tenant have together executed a prior lease agreement, the subject of which is the aforementioned Property (the "Lease Agreement").

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller/Landlord hereby grants to Buyer/Tenant an exclusive option to purchase the aforementioned "Property." The parties hereto hereby agree as follows:

1. OPTION TERM. The option to purchase period commences on December 2, 2013 and expires at 11:59 PM November 30, 2016. The option to purchase must be exercised and the transaction completed on or before the above date. Buyer must give notice in form of certified letter to Seller at his address.

2. NOTICE REQUIRED TO EXERCISE OPTION. To exercise the Option to Purchase, the Buyer/Tenant must deliver to the Seller/Landlord written notice of Buyer/Tenant's intent to purchase. In addition, the written notice must specify a valid closing date. The closing date must occur before the original expiration date of the Lease Agreement, or the date of the expiration of the Option to Purchase Agreement designated in paragraph 1, whichever occurs later.

3. OPTION CONSIDERATION. As consideration for this Option to Purchase Agreement, the Buyer/Tenant shall pay the Seller/Landlord a non-refundable fee of \$5.00, FIVE DOLLARS, receipt of which is hereby acknowledged by the Seller/Landlord. This amount shall be credited to the purchase price at closing. If Buyer fails to purchase this property within the time allowed, this entire deposit shall be treated as a security deposit and MAY be refunded minus the amount of damage Buyer leaves, save normal wear and tear.

4. PURCHASE PRICE. The total purchase price for the Property is \$ONE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$1,150,000.00). The total price must be paid to purchase both properties. The Seller will not sell just one of the two properties. **None of the lease payments of 12,750 each month shall go to the purchase price listed here.**

5. EXCLUSIVITY OF OPTION. This Option to Purchase Agreement is exclusive and non-assignable and exists solely for the benefit of the named parties above. Should Buyer/Tenant attempt to assign, convey, delegate, or transfer this option to purchase without the Seller/Landlord's express written permission, any such attempt shall be deemed null and void.

6. CLOSING AND SETTLEMENT. Buyer shall determine the attorney's office at which settlement shall occur and shall inform Buyer/Tenant of this location in writing. Buyer/Tenant agrees that closing costs in their entirety, including any points, fees, and other charges required by the third-party lender, shall be the sole responsibility of Buyer/Tenant, exclusive of the previous sentence. The only expense related to closing costs apportioned to Seller/Landlord shall be the pro-rated share of the ad valorem taxes due at the time of closing, for which Seller/Landlord is solely



responsible. Seller will also pay deed stamps and deed preparation. Seller will provide a tax-proration for the tax bill of the year that Buyer purchases the property.

7. FINANCING AVAILABILITY. SELLER/LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE AVAILABILITY OF FINANCING REGARDING THIS OPTION TO PURCHASE. BUYER/TENANT IS SOLELY RESPONSIBLE FOR OBTAINING FINANCING IN ORDER TO EXERCISE THIS OPTION. FAILURE OF BUYER TO OBTAIN FINANCING IN SPITE OF DILLIGENT EFFORTS TO DO SO DOES NOT ABSOLVE THE BUYER OF ANY RESPONSIBILITES OR DUTIES IN THIS CONTRACT.

8. FINANCING DISCLAIMER. The parties acknowledge that it is impossible to predict the availability of obtaining financing towards the purchase of this Property. Obtaining financing shall not be held as a condition of performance of this Option to Purchase Agreement. The parties further agree that this Option to Purchase Agreement is not entered into in reliance upon any representation or warranty made by either party.

9. REMEDIES UPON DEFAULT. If Buyer/Tenant defaults under this Option to Purchase Agreement or the Lease Agreement, then in addition to any other remedies available to Seller/Landlord at law or in equity, Seller/Landlord may terminate this Option to Purchase by giving written notice of the termination. If terminated, the Buyer/Tenant shall lose entitlement to any refund of rent or option consideration. For this Option to Purchase Agreement to be enforceable and effective, the Buyer/Tenant must comply with all terms and conditions of the Lease Agreement.

10. COMMISSION. No real estate commissions or any other commissions shall be paid in connection with this transaction.

11. RECORDING OF AGREEMENT. Buyer/Tenant shall not record this Option to Purchase Agreement on the Public Records of any public office without the express and written consent of Seller/Landlord. If this agreement is recorded, it will be null and void on December 1, 2015 and any title searcher may ignore same as void if the property has not been sold to Buyers.

12. ACKNOWLEDGMENTS. The parties are executing this Option to Purchase Agreement voluntarily and without any duress or undue influence. The parties have carefully read this Option to Purchase Agreement and have asked any questions needed to understand its terms, consequences, and binding effect and fully understand them and have been given an executed copy. The parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Option to Purchase Agreement.

13. TIMING. Time is of the essence in this Option to Purchase Agreement. This option to purchase is complete and totally void if Buyer fails to close and fund its loan to purchase this property by November 30, 2015.

14. GOVERNING LAW AND VENUE. This Option to Purchase Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of South Carolina. The parties further agree that the venue for any and all disputes related to this Option to Purchase shall be Dorchester County, South Carolina.

15. OPTION TO PURCHASE CONTROLLING. In the event a conflict arises between the terms and conditions of the Lease Agreement and the Option to Purchase Agreement, the Option to Purchase Agreement shall control.

16. ENTIRE AGREEMENT; MODIFICATION. This document sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior

discussions between the parties. No modification of or amendment to this Option to Purchase Agreement, nor any waiver of any rights under this Option to Purchase Agreement, will be effective unless in writing signed by the party to be charged.

SELLER/LANDLORD:

V. OLA

V. OLA
FINE HOUSING, LLC

12/3/13

BY: VINCENT DeSTASO

Its: pres.

Before me personally appeared the undersigned witness and made oath that he-she saw the within named Seller-Landlord sign, seal and as his act and deed deliver the within document and that he-she with the other witness witnessed the execution thereto.

Joseph Kowalchuk Sr.

Notary Name Printed

Joseph K. Sr.

Notary Signature

Frank L. L... 12/3/13

Witness Signature

Commission expires: 12/2/14

Joseph Kowalchuk Sr
Notary Public State of New York
Qualified in Westchester County
My Commission Expires 12/2/14

BUYER/TENANT:

Guicobert
Will

RRJ, LLC

BY:

Its:

Before me personally appeared the undersigned witness and made oath that he/she saw the within named Buyer-Tenant sign, seal and as his act and deed deliver the within document and that he/she with the other witness witnessed the execution thereto.

Will

Will

Notary Name Printed

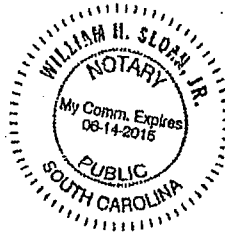
William H. Sloan, Jr.

Notary Signature

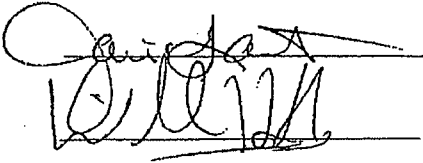
Guicobert

Witness Signature

Commission expires: 6/14/2015



BUYER/TENANT:

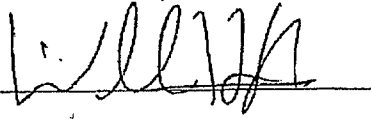



ROBIN M. ROBINSON

BY: 

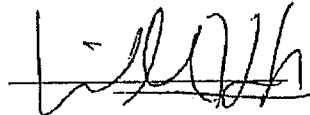
Its:

Before me personally appeared the undersigned witness and made oath that he-she saw the within named Buyer-Tenant sign, seal and as his act and deed deliver the within document and that he-she with the other witness witnessed the execution thereto.

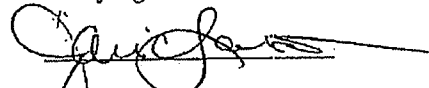


Notary Name Printed

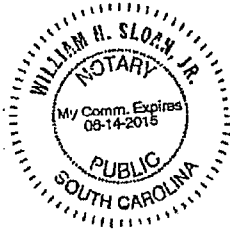
William H Sloan



Notary Signature


Witness Signature

Commission expires: 6/14/2015



Legal Description A

All that piece, parcel or lot of land, together with the buildings and improvements thereon, situate, and lying and being in Charleston County, James Island, known in the present street numbering as 2347 Sol Legare Road, one of said tracts being lettered X containing .20 acres, the other tract containing 3.18 acres, all as is more fully shown on a plat named, "PLAT OF GENERAL SURVEY OF NO. 23447 SOL LEGARE ROAD AND PARCEL x OWNED BY ADOLPH G HOLLINGS, JAMES ISLAND 3.38 ACRES TOTAL TMS 330-08-00-07" WHICH plat is recorded in the RMC Office for Charleston County Book M-239, Page 141. The plat was written by W.L. Gaillard dated September 1, 1993, revised February 24, 1994.

Also, all of the Seller's rights (title not insured) in and to that certain marsh shown on said plat containing 2.00 acres, the eastern boundary line of said marsh measuring 275' and having the following metes S33 degrees, 24'50" the western boundary line of said marsh measuring 180' and having the metes N00 degrees, 15'00" E.

Being the same premises conveyed to Fine Housing, Inc. by deed of RRJR, LLC, dated December 2, 2013 and recorded simultaneously herewith at the RMC Office for Charleston County.

TMS No. 3300800007

Property Address 2470 Sol Legare Road, Charleston, SC 29412

Legal Description B

All that piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in Charleston County and being designated as "Tract A, 1.610 acres, Property of Group Investment Company, Inc. TMS No. 466-16-00-011 on a plat entitled "Plat Showing TMS 466-16-00-011" being subdivided into Tracts AB and AB1, property of Group Investments Company, Inc., located North Charleston Public Service District, Charleston County, SC" made by David and Floyd, Inc., dated January 19, 1989, and recorded in the RMC Office for Charleston County in Plat Book CB, Page 116; said tract having such size, shape, dimensions, buttings, boundings and borders as will be referenced to said plat more fully and at large appear.

Being the same premises conveyed to Fine Housing, Inc. by deed of RRJR, LLC, dated December 2, 2013 and recorded simultaneously herewith at the RMC Office for Charleston County.

TMS NO. 4661600011

Property Address: 2028 Pittsburgh Ave., North Charleston, SC 29405

REDACTED

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

From: Bill Sloan <sloanlawfirm@yahoo.com>

To: Charlie Altman <CAltman@altmancoker.com>; Vin Destaso <vindestaso@aol.com>

Sent: Fri, Mar 21, 2014 12:43 pm

Subject: Re: Fine Housing, Inc. & Vincent Destaso / Robinson [141-352916];

Charlie and Vince: Enclosed please find a copy of the lease for the Sol Legare Property in favor of Barry Clarke which is for 1,000 a month and ends six years after his death. This was NOT picked up in the title search that Will sent me. Further, Will never advised me about this lease verbally and neither did Mrs. Robinson.

Mr. Clark's no. is 843-762-0866

Tommy Goldstein is Mr. Clark's attorney. I had a brief call with Mr. Goldstein and Mr. Clark and I did not gather who Mr. Clark is paying. There is a right of refusal to sell.

William H. Sloan
Sloan Law Firm PA
Post Office Box 85
Summerville, SC 29484
843-873-7531
Fax 843-873-7527

This e-mail is subject to attorney-client privilege. Destroy this e-mail if received in error.

From:



STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Barry Clarke,

Plaintiff,

v.

Fine Housing, Inc. and RRJR, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO. 2015-CP-10-03038

**FINE HOUSING, INC.'S RESPONSE
TO PLAINTIFF'S FIRST REQUEST
FOR ADMISSION**

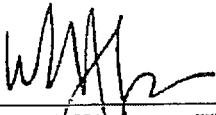
**TO: ASHLEY G. ANDREWS, ESQUIRE AND THOMAS R. GOLDSTEIN,
ESQUIRE, ATTORNEYS FOR THE PLAINTIFF:**

Pursuant to Rule 26 and 36 of the South Carolina Rules of Civil Procedure, the Defendant Deborah P. McCaskill ("Defendant"), by and through its undersigned counsel, hereby responds to the Plaintiff's First Set of Request for Admission as follows:

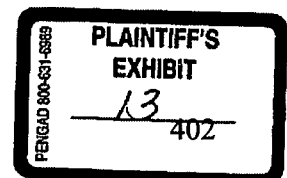
RESPONSE TO REQUESTS FOR ADMISSION

1. Admit that no shareholder, director, employee, attorney, or agent of Fine Housing, Inc. notified Barry Clarke of Fine Housing, Inc.'s intent to purchase 2028 Pittsburg Avenue, N. Charleston, SC 29405 from RRJR, Inc. on or before taking title to said property on December 2, 2015.

Answer: Admitted.


W. Cliff Moore, III (SC Bar No. 4067)
Adams and Reese LLP
PO Box 2285
Columbia, SC 29202
P: 803-254-4190
F: 803-779-4749
cliff.moore@arlaw.com
Attorney for Defendant Fine Housing, Inc.

November 9, 2016
Columbia, South Carolina



STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ROBIN M. ROBINSON and
RRJR, LLC,)

PLAINTIFFS,)

VERSUS)

FINE HOUSING, INC.,)

DEFENDANT.)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2014-CP-10- 1035

SUMMONS

BY

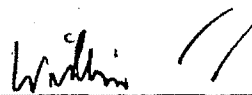
JULIE J. ARMSTRONG
CLERK OF COURT

2014 FEB 19 AM 10:00

FILED

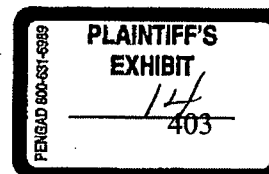
TO: THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service thereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.


WILLIAM K. SWOPE, ESQUIRE
1525 Sam Rittenberg Blvd, Suite 208
Charleston, SC 29407
Ph.: (843) 852-4925
Fax: (843) 576-4654
E-Mail: swopelawfirm@comcast.net
Attorney for the Plaintiff

Charleston, South Carolina

February 18, 2014



STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ROBIN M. ROBINSON and
RRJR, LLC,)

PLAINTIFFS,)

VERSUS)

FINE HOUSING, INC.,)

DEFENDANT.)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
C/A NO.: 2014-CP-10-1035

COMPLAINT

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2014 FEB 19 AM 10:00

FILED

TO THE ABOVE-NAMED DEFENDANT:

Comes now the above-named Plaintiff, by and through undersigned counsel, complaining of the above-named Defendant as follows.

1. That the individual Plaintiff is a citizen and resident of Charleston County, South Carolina and the entity Plaintiff is a limited liability company organized and existing pursuant to the laws of the State of South Carolina with its principle place of business located in Charleston County.
2. That upon information and belief the Defendant is a corporation duly organized and existing pursuant to the laws of the State of New York with its principle place of business in said state.
3. That none of the parties are in active military service.
4. That this case or controversy concerns title to real property located in Charleston County, South Carolina, more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein fully by reference.
5. That upon information and belief this Honorable Court has subject matter jurisdiction over this case or controversy and personal jurisdiction over the parties.

FOR A FIRST CAUSE OF ACTION - BREACH OF CONTRACT

6. That each and every allegation contained in paragraphs 1 through the preceding paragraph is repeated, realleged and reiterated as if set forth herein fully verbatim.
7. That the parties entered into negotiations for a loan of Nine Hundred Thousand and 00/100s (\$900,000.00) Dollars in the summer of 2013 to be secured by the real property set forth in Exhibits "A" and "B".
8. That the Plaintiff was the Defendant in a foreclosure action, (2011-CP-10-6996), concerning the real property described in Exhibit "A".
9. That the agent for the Defendant herein demanded as a condition of the loan that both properties be titled in the name of the Defendant ostensibly to prevent tax liens or judgments against the Plaintiff herein from attaching to the real property.
10. That the real property described in Exhibit "A" has a county tax appraised value of One Million One Hundred Seventy Thousand and 00/100s (\$1,170,000.00) Dollars. The real property described in Exhibit "B" has a county tax appraised value of Five Hundred Forty Thousand and 00/100s (\$540,000.00) Dollars.
11. That four (4) days prior to the scheduled foreclosure sale in 2011-CP-10-6996 the agent for the Defendant disclosed for the first time that he would loan only Eight Hundred Thousand and 00/100s (\$800,000.00) Dollars and insisted that he wanted a premium of One Million Two Hundred Thousand and 00/100s (\$1,200,000.00) Dollars within two (2) years.
12. That over the course of the weekend agents for parties negotiated a loan of Eight Hundred Fifty Thousand and 00/100s (\$850,000.00) Dollars and a repayment of One Million One Hundred Fifty Thousand and 00/100s (\$1,150,000.00) Dollars.
13. That a transaction occurred on Monday, December 2, 2013 at the Sloan Law Firm in Summerville wherein the Plaintiff herein signed documents propounded by Sloan as counsel for the Defendant, including deeds to both properties, reflecting consideration of Seven Hundred Thousand and 00/100s (\$700,000.00) Dollars for Exhibit "A" and One Hundred

Fifty Thousand and 00/100s (\$150,000.00) Dollars for Exhibit "B" and a Lease/Option to Purchase Agreement.

12. That upon information and belief Sloan received into his client trust account less than Eight Hundred Fifty Thousand and 00/100s (\$850,000.00) Dollars from the Defendant, herein.
13. That upon information and belief Sloan continues to hold in excess of One Hundred Thirty Thousand and 00/100s (\$130,000.00) Dollars in his trust account.
14. That upon information and belief Thirty-Five Thousand and 00/100s (\$35,000.00) Dollars was retained by the Defendant herein or its agent(s).
15. That the first week in January 2014 Sloan was telephonically directed to disburse Twelve Thousand Seven Hundred and 00/100s (\$12,700.00) Dollars from his client trust account to the Defendant herein.
16. The Defendant's agent contacted Plaintiff's agent, immediately, to advise that he would not allow Sloan to release any funds from Sloan's client trust account.
17. That the Defendant herein retained Altman & Coker to prosecute an eviction of the Plaintiff herein, which resulted in a Notice being sent and subsequently the service of a Rule to Show Cause in Magistrate's Court.
18. That the Plaintiff by and through counsel on or about January 20, 2014 directed Sloan to transfer Twelve Thousand Seven Hundred and 00/100s (\$12,700.00) Dollars from his client trust account to his client as payment of the January 2014 loan payment.
19. That follow up on this task by agents of the Plaintiff revealed that Sloan had not done so; apparently at the direction of agents of the Defendant, herein, with no affirmative notice to Plaintiff's counsel of not transferring the payment or why.
20. That the Plaintiff then delivered certified funds on or about February 2, 2014 in the sum of Thirteen Thousand Five Hundred and 00/100s (\$13,500.00) Dollars to Altman & Coker, which took possession of the check at that time.
21. That South Carolina common law requires parties to a contract to act in good faith in performance of the agreement.

22. That the Defendant herein has acted in "bad faith" by failing:
- A- to pay the full loan amount to his agent for disbursement;
 - B- to accept/credit funds from his agents' possession on multiple occasions;
 - C- to inform the Plaintiffs or their agents of his refusal to accept funds for the January 2014 payment;
 - D- to institute an eviction action for failure to pay rent when the Plaintiff herein has attempted to make said payment on multiple occasions.
23. That each of these failures constitute a "bad faith" breach of contract.
24. That the Plaintiff has required the services of legal counsel to represent her interests herein and upon information and belief is entitled to an award of reasonable attorneys' fees incurred herein.
25. That the Plaintiff has been directly and proximately damaged by such breach(es) in an appropriate amount to be determined by the trier of fact herein.
26. That upon information and belief the Plaintiff is entitled to have the Defendant accept and properly credit the payment(s) made and/or directed to be made and/or funds already in the possession of the Defendant toward the monthly payment(s).

FOR A SECOND CAUSE OF ACTION - BREACH OF CONTRACT
WITH FRAUDULENT INTENT

27. That each and every allegation contained in paragraphs 1 through the preceding paragraph is repeated, realleged and reiterated as if set forth herein fully verbatim.
28. That upon information and belief the Defendant's "bad faith" is so egregious as to rise to the level of fraud.
29. That upon information and belief the Defendant represented:
- A- that he would pay consideration in the sum of Eight Hundred Fifty Thousand and 00/100s (\$850,000.00) Dollars in conjunction with his transaction with the Plaintiff herein;

- B- that he would hold an escrow of two or three months payments to be used when and if the Plaintiff had a "cash flow" issue;
- C- that he would accept monthly payments of Twelve Thousand Seven Hundred and 00/100s (\$12,700.00) Dollars when tendered;
- D- that Sloan would pay all liens on the real property when provided with proper payoff statements.
30. That upon information and belief the Plaintiff signed documents disclosing consideration of Eight Hundred Fifty Thousand and 00/100s (\$850,000.00) Dollars in reliance on said representation.
31. That such representation was material to the benefit of the bargain between the parties.
32. That upon information and belief the Defendant knew or should have known that it was required to pay the entire loan amount to or for the benefit of the Plaintiff in the transaction and knowingly did not do so.
33. That upon information and belief the Defendant intended that the Plaintiff rely on such representation(s).
34. That upon information and belief the Plaintiff was ignorant of the falsity of these representations.
35. That the Plaintiff was relying on the representations in the documents to the transaction.
36. That the Plaintiff had a reasonable right to rely on the representations in the documents and did so.
37. That the Plaintiff has been directly and proximately damaged by the Defendant's misrepresentation(s) in an appropriate amount to be determined by the trier of fact herein.
38. That upon information and belief the Plaintiff is entitled to an award of actual damages and/or an award of punitive damages in an appropriate amount for the Defendant's fraudulent conduct.

FOR A THIRD CAUSE OF ACTION - RESCISSION OF CONTRACT

39. That each and every allegation contained in paragraphs 1 through the preceding paragraph is repeated, realleged and reiterated as if set forth herein fully verbatim.
40. That upon information and belief the Defendant purposefully waited to disclose the ultimate terms of his loan to place the Plaintiff herein in a detrimental bargaining position to take advantage of her vulnerability.
41. That the Defendant has breached the parties' agreement from the outset by failing to pay the stated consideration as well as the previously herein denoted terms.
42. That upon information and belief the Plaintiffs are entitled to rescission of the entire agreement, including but not limited to a transfer of title to both properties to the prior record owner(s) and repayment of all funds made in connection with monthly installments.

FOR A FOURTH CAUSE OF ACTION - EQUITABLE REFORMATION/RESCISSION

43. That each and every allegation contained in paragraphs 1 through the preceding paragraph is repeated, realleged and reiterated as if set forth herein fully verbatim.
44. That upon information and belief it was the parties intention to engage in a loan transaction and protect the real property securing said loan from encumbrance beyond the control of the lender.
45. That upon information and belief the Court has the authority and obligation to reform the documents to reflect the parties' true intentions under South Carolina common law.
46. That upon information and belief to accomplish same would require a transfer of title back to the prior record owner(s) and the execution/reformation of the documents allegedly transferring title into the Defendant herein to be reformed as mortgages securing the respective properties.
47. That upon information ad belief the Plaintiff is entitled to this equitable remedy.

WHEREFORE, having fully complained of the above-named Defendant, the above-named Plaintiffs, by and through undersigned counsel, do hereby respectfully demand this Honorable Court issue its order finding the Defendant has breached the parties' agreement:

A. entitling the Plaintiff to actual money damages in an appropriate amount to be determined by the trier of fact herein; and/or

B. entitling the Plaintiff to a credit as payment(s) those funds in the possession of the Defendant and/or his agent, which are not necessary to clear a prior recorded encumbrance from the title to either property; and/or

C. rescinding the entire agreement between the parties, including but not limited to ordering or otherwise causing to be recorded deeds transferring record title to the properties in Exhibit "A" and Exhibit "B" back to their respective prior owner(s); and/or

D. reforming the parties' documents to reflect their intent; and/or

E. awarding the Plaintiffs the costs and disbursements of this action; and/or

F. awarding the Plaintiffs reasonable attorneys' fees incurred herein; and/or

G. for such other and further relief as this Honorable Court may deem just and proper.

Respectfully submitted,

SWOPE LAW FIRM, P.A.



WILLIAM K. SWOPE, ESQUIRE
(SC Bar No.: 00115168)
1525 Sam Rittenberg Blvd., Ste. 208
Charleston, SC 29407
Ph.: (843)852-4925
Fax: (843)576-4654
Email: swopelawfirm@comcast.net
Attorneys for Plaintiffs

Charleston, SC

February 18, 2014

Exhibit A

ALL that piece, parcel or tract of land situate, lying and being in Charleston County, South Carolina, known and designated as "Tract A, 1.610 Acres, Property of Group Investment Company, Inc., TMS 466-16-00-011" on a plat entitle "Plat Showing TMS 466-16-00-011, being subdivided into tracts 'AB' and 'AB.1', property of Group Investment Company, Inc., located North Charleston Public Service District, Charleston County, SC," made by David & Floyd, Inc., dated January 19, 1989 and recorded in the RMC Office for Charleston County in Plat Book CE, Page 116; said tract having such size, shape, dimensions, buttings and boundings as will be referenced to said plat more fully and at large appear.

BEING the same property conveyed to Fine Housing, Inc. by deed of RRJR, LLC dated December 2, 2013 and recorded December 9, 2013 in the RMC Office for Charleston County at Book 0377 at Page 843

TMS# 466-16-00-011

Exhibit B

ALL those pieces, parcels or tracts of land, situate, lying and being on James Island, Charleston County, South Carolina, known in the present street numbering as 2347 Sol Legare Road, one of said tracts being lettered X containing 0.20 acres, the other tract containing 3.18 acres, all as is more fully shown on a plat entitled "PLAT OF GENERAL SURVEY OF NO. 2347 SOL LEGARE ROAD AND PARCEL X OWNED BY ADOLPH G. HOLLINGS JAMES ISLAND 3.38 Ac. TOTAL T.M.S. 330-08-00-007," which plat was made by W. L. Gaillard, dated September 1, 1993, revised February 24, 1994 and is recorded in the RMC Office for Charleston County in Book M239 at Page 141

ALSO

ALL of the Seller's right, title and interest (title to which is not warranted by Seller) in and to that certain marsh shown on said plat containing 2.00 acres, the eastern boundary line of said marsh measuring 275' and having the following metes: S 33 degrees 24'50", the western boundary line of said marsh measuring 180' and having the following metes: N 00 degrees 15'00" E.

BEING the same property conveyed to Fine Housing, Inc. by deed of Robin M. Robinson dated December 2, 2013 and recorded December 9, 2013 in the RMC Office for Charleston County in Book 0377 at Page 842.

TMS# 330-08-00-007

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
Ninth Judicial Circuit

ROBIN M. ROBINSON and RRJR, LLC,
Plaintiffs,

C/A No.: 2014-CP-10-1035

v.

FINE HOUSING, INC.,
Defendant/Third Party
Plaintiff,

v.

ANTHONY FOGLE a/k/a ANTHONY LEE
FOGLE, DANIEL DEHAVEN and THE
UNITED STATES OF AMERICA acting
through the INTERNAL REVENUE
SERVICE and THE SOUTH CAROLINA
DEPARTMENT OF REVENUE

Third Party Defendants.

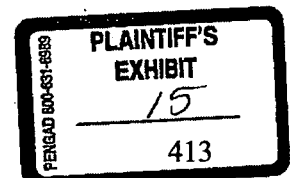
FILED
2015 JAN -9 PM 3:24
JULIE J. ARMSTRONG
CLERK OF COURT
BY *Je*

STIPULATION OF DISMISSAL

PURSUANT to Rule 41(a) SCRCPP, the undersigned Plaintiffs, Robin M. Robinson and RRJR, LLC, and the undersigned as attorneys for Defendant / Third Party Plaintiff, Fine Housing, Inc., and Third Party Defendants Anthony Fogle a/k/a Anthony Lee Fogle, Daniel Dehaven, The United States of America acting through the Internal Revenue Service, and The South Carolina Department of Revenue, hereby stipulate the captioned matter is dismissed with prejudice, pursuant to S.C. Code Ann. § 15-11-40.

WE SO STIPULATE:


Robin M. Robinson, Pro Se

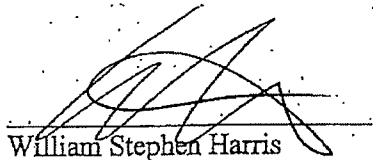


Robinson

Civil Action Number: 2014-CP-10-1035

Page 2 of 7

WE SO STIPULATE:



William Stephen Harris

Harris & Huge, LLC

180 Spring Street

Charleston, SC 29403

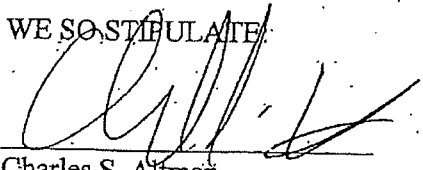
Attorney for RRJR, LLC

Robinson

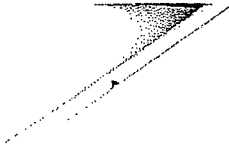
Civil Action Number: 2014-CP-10-1035

Page 3 of 7

WE SO STIPULATE:

A handwritten signature in black ink, appearing to read 'Charles S. Altman', is written over a horizontal line.

Charles S. Altman
Altman & Coker, LLC
575 King Street, Suite A
Charleston, South Carolina 29403
Attorney for Fine Housing, Inc.



Robinson, et al, v. Fine Housing, et al.
Civil Action Number: 2014-CP-10-1035
Page 4 of 8

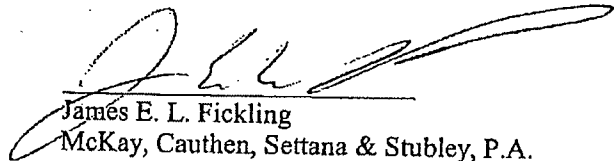
WE SO STIPULATE:

*NO SIGNATURE NECESSARY AS NO ANSWER
WAS FILED ON BEHALF OF ANTHONY FOGLE
AND HE WAS THEREFORE DISMISSED FROM
THE ACTION PURSUANT TO SCRCP 41(a)(1)*

Anthony Fogle a/k/a
Anthony Lee Fogle a/k/a
Anthony Fogler, *Pro Se*

Robinson, et al, v. Fine Housing, et al.
Civil Action Number: 2014-CP-10-1035
Page 5 of 7

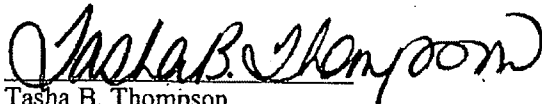
WE SO STIPULATE:



James E. L. Fickling
McKay, Cauthen, Settana & Stuble, P.A.
1303 Blanding Street
Columbia, SC 29201
Attorney for Daniel DeHaven

Robinson, et al, v. Fine Housing, et al.
-Civil Action Number: 2014-CP-10-1035
Page 6 of 7

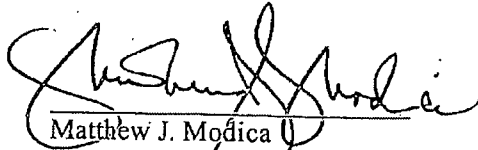
WE SO STIPULATE:



Tasha B. Thompson
Office of General Counsel for Litigation
PO Box 12265
Columbia, SC 29211
Attorney for S.C. Department of Revenue

Robinson, et al, v. Fine Housing, et al.
Civil Action Number: 2014-CP-10-1035
Page 7 of 7

WE SO STIPULATE:

A handwritten signature in black ink, appearing to read "Matthew J. Modica", written over a horizontal line.

Matthew J. Modica
Assistant United States Attorney
151 Meeting Street, Suite 200
Charleston, SC 29402
Attorney for US IRS

Ashley Andrews

From: Ashley Andrews
Sent: Thursday, April 10, 2014 10:05 AM
To: 'vindestaso@aol.com'
Subject: 2028 Pittsburgh Ave, N. Charleston, SC
Attachments: Agreement for Purchase and Sale of Real Property.docx

Mr. Destaso:

I have attached the proposed Purchase Agreement for 2028 Pittsburgh Avenue for your review. The attachment is in Word format so that you and/or your attorney may redline it if necessary. Please contact me if you have any questions or concerns.

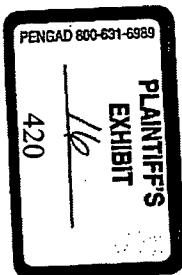
If you don't mind, please send me a short response to let me know you received this message.

Thank you and I look forward to working with you.

Ashley

Ashley G. Andrews
VA Accredited Attorney #21951
catherine e. lafond, pa
Elder Law | Real Estate

544 Savannah Highway, Charleston, South Carolina 29407
843.762.3554 (phone) 843.377.0111 (fax) www.lafondlaw.com



Ashley Andrews

From: Ashley Andrews
Sent: Monday, April 21, 2014 1:10 PM
To: vindestaso@aol.com
Subject: 2028 Pittsburgh Ave, N. Charleston, SC
Attachments: Agreement 4-21-14.docx

Mr. Destaso:

Thank you for taking the time to speak to Barry and me last week. Barry wanted me to convey to you that he is ready, willing, and able to purchase the property without owner financing and only mentioned that as an option if you were interested in it.

I have attached the most recent draft of the Agreement for Purchase and Sale. I made a few changes and I added a provision that would allow Barry to lease the property should the property become vacant during the time the contract is contingent (Section 17 and Exhibit B). Barry is concerned that if the property is vacant that the county and/or state may not issue liquor and business licenses in the future. What he proposes is that he lease the property for \$750.00 per month so that he can apply for the licenses. During the time he is leasing the property for \$750.00 he does not intend to operate a business there.

Please let me know if you have any questions for me. Also, please send me a copy of the current lease for 2028 Pittsburgh and the Sol Legare property so that we can review it.

Thanks,
Ashley

Ashley G. Andrews
VA Accredited Attorney #21951
catherine e. lafond, pa



BELK, COBB, INFINGER AND GOLDSTEIN, P.A.

Harry C. Belk (1919-2003)

Dale T. Cobb, Jr.
dtcobb@hotmai.com

Peggy M. Infinger
pinfinger@cobblaw.net

Thomas R. Goldstein
tgoldstein@cobblaw.net

ATTORNEYS AT LAW
2344 COSGROVE AVENUE
CHARLESTON, SC 29405

Mailing Address:
P.O. Box 71121
Charleston, SC
zip 29415-1121
Ph: (843) 554-4291
Fax: (843) 554-5566

April 7, 2014

Mr. Vincent Desaso
102 Lake Road
Congers, New York 10920

RE: Lease 2028 Pittsburgh

Dear Vincent,

Thank you for taking the time to talk to us about the lease on the property you acquired from RRJR. At the time we sent the lease payment to the former owner, we were not aware that you held title. Therefore, I will write to Ms. Robinson's lawyer and ask him to return the payment we made in December 2013. I am assuming Ms. Robinson did not pass along this payment to you, and if my assumption is correct, I enclose my client's check, #18487, in the amount of \$1,000.00 representing the 2014 annual rent for the parking lot. If, on the other hand, she did pass along our payment, please return this check to us. As I promised in our telephone call, I enclose a copy of the lease, recorded in the Charleston County R.M.C. Office on January 27, 1999, at Deed Book C 319 at Page 791. Please let me know if you have any questions or concerns. With kind regards, I am

Very truly yours,

BARRY CLARKE

18487

WELLS FARGO BANK, N.A.
Member FDIC

67-776-532

Pay to the
order of

Five Housing, INC

Date

4/7/14

\$1000⁰⁰

One Thousand

00
100

Dollars

Security Features
Infrared, Watermark, etc.

WELLS FARGO BANK, N.A.
WELLSFARGO.COM

For

Annual Lease 2028 Pittsburgh Ave

Barry Clarke

⑈018487⑈ ⑆053207766⑆1000500000334⑈

PLAINTIFF'S
EXHIBIT

22
422

BELK, COBB, INFINGER AND GOLDSTEIN, P.A.

Harry C. Belk (1919-2003)

Dale T. Cobb, Jr.
dtcobbaw@hotmail.com

Peggy M. Infinger
pinfinger@cobblaw.net

Thomas R. Goldstein
tgoldstein@cobblaw.net

ATTORNEYS AT LAW
2344 COSGROVE AVENUE
CHARLESTON, SC 29405

Mailing Address:
P.O. Box 71121
Charleston, SC
zip 29415-1121
Ph: (843) 554-4291
Fax: (843) 554-5566

December 11, 2014

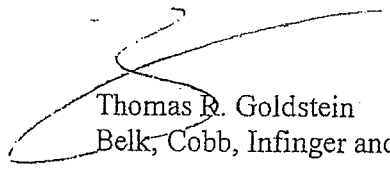
Mr. Vincent Desaso
102 Lake Road
Congers, New York 10920

RE: Lease 2028 Pittsburgh

Dear Vincent,

I enclose the lease payment for the parking lot for 2015. (Lease Recorded January 27, 1999, at Deed Book C 319 at Page 791) Please feel free to contact me if you have any questions or concerns. With kind regards, I am

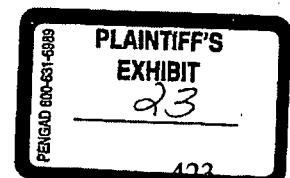
Very truly yours,


Thomas R. Goldstein
Belk, Cobb, Infinger and Goldstein, P.A.

TRG/

enclosure: check # 19347

cc: Barry Clarke (without enclosure)



19347

BARRY CLARKE

 WELLS FARGO BANK
Member FDIC

Date 12/11/14 67-776-532

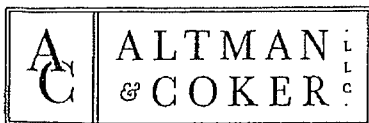
Pay to the order of First Housing INC \$ 1000.00

One Thousand 00 00 Dollars  Security Features
Printed on Back

WELLS FARGO BANK, N.A.
WELLSFARGO.COM

For 2028 YEARLY LEASE Payment Barry Clarke MP

⑈019347⑈ ⑆053207766⑆ 1000500000334⑈



ATTORNEYS & COUNSELORS at LAW

Charles S. Altman
caltman@altmancoker.com

April 15, 2014

Via Email and U.S. Mail

Thomas R. Goldstein, Esquire
Belk, Cobb, Infinger & Goldstein, PA
Post Office Box 71121
Charleston, South Carolina 29415-1121

Re: *Our Client: Fine Housing, Inc. & Vincent Destaso / Robinson*
Your Client: Barry Clarke
Lease for 2028 Pittsburgh Avenue
Our File Number: [141-352916]

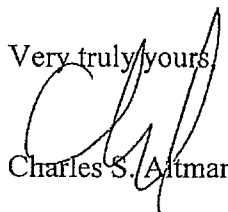
Dear Tommy:

Mr. Destaso has provided me with a copy of your letter dated April 7, 2014 regarding the referenced lease and the lease payment for 2014. Vin is in receipt of your client's check number 18487 in the amount of \$1,000.00 representing the 2014 annual rent for use of the parking lot pursuant to the recorded lease. We understand from the contents of your letter that Barry had previously paid the former owner of the property, RRJR, LLC, the rent for 2014. By accepting Barry's check, Vin is not accepting any responsibility for the repayment of the amount previously paid to RRJR, LLC and will not be involved in any attempts to have those funds repaid to Barry. However, in the event the payment previously paid by Barry is sent to our client, he will, of course, return that check to Barry.

I placed a call to you on April 15, 2014, to discuss some other aspects of the situation involving 2028 Pittsburgh Avenue and would appreciate you giving me a call at your convenience.

With kind regards, I am;

Very truly yours,


Charles S. Altman

CSA/mrg

cc: Vincent Destaso



843	tel 853-9907 fax 853-9838	WWW.ALTMANCOKER.COM	575 KING STREET	SUITE a	CHARLESTON · South Carolina	29403
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BELK, COBB, INFINGER AND GOLDSTEIN, P.A.

Harry C. Belk (1919-2003)

Dale T. Cobb, Jr.
dtcobbaw@hotmail.com

Peggy M. Infinger
pinfinger@cobbaw.net

Thomas R. Goldstein
tgoldstein@cobbaw.net

ATTORNEYS AT LAW
2344 COSGROVE AVENUE
CHARLESTON, SC 29405

Mailing Address:
P.O. Box 71121
Charleston, SC
zip 29415-1121
Ph: (843) 554-4291
Fax: (843) 554-5566

December 22, 2014

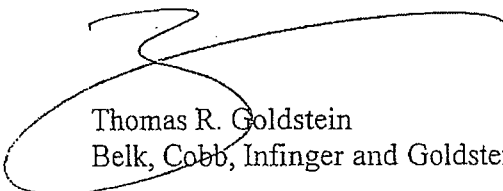
Mr. Vincent Desaso
102 Lake Road
Congers, New York 10920

RE: Lease 2028 Pittsburgh

Dear Vincent,

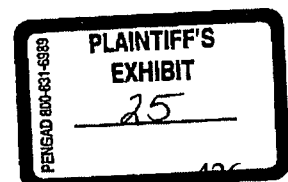
On December 11th, I sent you the lease payment for the parking lot to cover the rent for the year 2015. (Lease Recorded January 27, 1999, at Deed Book C 319 at Page 791) Barry pointed out to me that "2015" is not only the year, but also the address for his property at 2015 Pittsburgh. I hope the coincidence of these two numbers has not caused any confusion. My intent was to reference the year, not the street address. Please feel free to contact me if you have any questions or concerns. With kind regards, I am

Very truly yours,


Thomas R. Goldstein
Belk, Cobb, Infinger and Goldstein, P.A.

TRG/

cc: Barry Clarke





BP0601190

PGS:

5

New York
STATE OF SOUTH CAROLINA)
Rockland
COUNTY OF CHARLESTON)

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That Fine Housing Inc. ("Grantor") in the state aforesaid, in consideration of the sum of Five Hundred Thousand & 00/100 Dollars (\$500,000.00), to the Grantor in hand paid at and before the sealing of these presents by Lisa Jenkins and Colleen Lester, as tenants in common, ("Grantees"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantees, their heirs and assigns, the following described real property, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

Grantee's Address: *PO Box 1109*
Adams Run, SC 29426

TOGETHER with all and Singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee, their heirs and assigns forever, the herein described property.

AND the said Grantor hereby binds itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the said Grantees, their heirs and assigns, against it, its successors and assigns lawfully claiming, or to claim the same, or any part thereof.

EXECUTED this 30 day of NOVEMBER, 2016.

Signed, Sealed and Delivered
in the Presence of:

FINE HOUSING, INC.

BY:

V-OK

Name: Vincent Destaso

Its: President

ROBERT STORMS
Notary Public, State of New York
No. 01976113633
Qualified in Rockland County
Commission Expires August 2, 2020



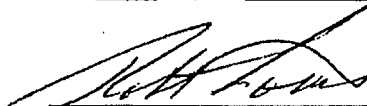
STATE OF NEW YORK)

COUNTY OF *Rockland*)

ACKNOWLEDGMENT

BEFORE me personally appeared Vincent Destaso, President of Fine Housing Inc., well known to be the person described herein, and who executed the foregoing instrument, and he acknowledged to and before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 30 day of November, 2016.



Notary Public for New York

My Commission Expires: 8/2/2020

ROBERT STORMS
Notary Public, State of New York
No. 01ST8113633
Qualified in Rockland County
Commission Expires August 2, 2020

EXHIBIT A

ALL those pieces, parcels or tracts of land, situate, lying and being on James Island, Charleston County, South Carolina, known in the present street numbering as 2347 Sol Legare Road, one of said tracts lettered X containing 0.20 acres, the other tract 3.18 acres, all as is more fully shown on a plat entitled "PLAT OF GENERAL SURVEY OF NO. 2347 SOL LEGARE ROAD AND PARCEL X OWNED BY ADOLPH G. HOLLINGS JAMES ISLAND 3.38 Ac. TOTAL T.M.S. 338-08-00-007," which plat was made by W.L. Gaillard, dated September 01, 1993, revised February 24, 1994 and is recorded in the RMC Office for Charleston County in Book M239 at Page 141

ALSO

All of the Seller's right, title and interest (title to which is not warranted by Seller) in and to that certain marsh shown on said plat containing 2.00 acres, the eastern boundary line of said marsh measuring 275' and having the following metes: S33 degrees 24'50", the western boundary line of said marsh measuring 180" and having ther following metes: N 00 degrees 15'00"E.

BEING the same property conveyed to Fine Housing, Inc. By deed of Robin M. Robinson dated December 2, 2013 and recorded December 09, 2013 in the RMC Office for Charleston County in Book 0377 at Page 842.

TMS# 330-08-00-007

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

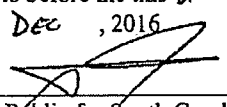
1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Fine Housing Inc., on Dec 2nd, 2016
To Lisa Jenkins and Colleen Lester
3. Check one of the following: *The DEED is* check one
 - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) EXEMPT from the deed recording fee because (exemption# _____). (Explanation if required)

(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$500,000.00
 - (b) The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES__ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ _____
6. The DEED Recording Fee is computed as follows:
 - (a) \$500,000.00 the amount listed in item 4 above
 - (b) 0.00 the amount listed in item 5 above (no amount place zero)
 - (c) \$500,000.00 Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Legal Representative.
8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



Grantor, Grantee, or Legal Representative
connected with this transaction

Sworn to before me this 2nd
day of Dec, 2016



Notary Public for South Carolina
My Commission Expires: 10-23-25

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document

**Filed By:**

DODDS HENNESSY & STITH, L.L.P.
ATTORNEYS AT LAW
P.O. BOX 298
CHARLESTON SC 29402

RECORDED

Date: December 5, 2016

Time: 9:26:20 AM

Book	Page	DocType
0601	190	Deed

Charlie Lybrand, Register
Charleston County, SC

MAKER:

FINE HOUSING INC

RECIPIENT:

JENKINS LISA AL

Note:

of Pages: 5

Recording Fee	\$ 10.00
State Fee	\$ 1,300.00
County Fee	\$ 550.00
Extra Pages	\$ -
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 1,860.00

Original Book:**Original Page:**

AUDITOR STAMP HERE

RECEIVED
from RMC

DEC 06 2016

Peter J. Tecklenberg
Charleston County Auditor

PID VERIFIED BY ASSESSOR

REF- ASTRJB

DATE DEC 07 2016

4

DRAWER Drawer 5
CLERK ANF



0601
Book



190
Page



12/05/2016
Recorded Date



5
Pgs



Original Book



Original Page



D
Doc Type



09:26:20
Recorded Time

South Carolina Secretary of State Mark Hammond

Business Entities Online

File, Search, and Retrieve Documents Electronically

GROUP INVESTMENT COMPANY, INC.**Corporate Information**

Entity Type: Corporation

Status: Forfeited

Domestic/Foreign: Domestic

Incorporated South Carolina

State:

Important Dates

Effective Date 05/26/1987

Expiration N/A

Date:

Term End N/A

Date:

Dissolved 02/22/2000

Date:

Registered Agent

Agent: EDGAR L BELL

Address: 2028-A PITTSBURG AVE

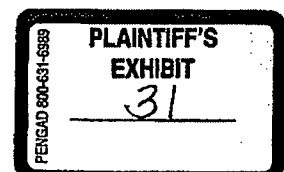
CHARLESTON, South Carolina 29405

Official Documents On File

Filing Type	Filing Date
Forfeiture	02/22/2000
Change of Agent or Office	12/18/1998
Incorporation	05/26/1987

For filing questions please contact us at 803-734-2158

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South Carolina Secretary of State Mark Hammond

Business Entities Online

File, Search, and Retrieve Documents Electronically

RRJR, LLC**Corporate Information**

Entity Type: Limited Liability Company

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated South Carolina
State:**Registered Agent**

Agent: AGENT RESIGNED

Address:
, South Carolina**Important Dates**

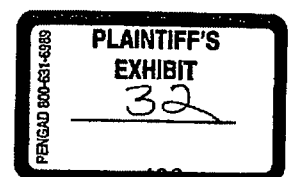
Effective Date 03/29/2007

Expiration N/A
Date:Term End N/A
Date:Dissolved N/A
Date:**Official Documents On File**

Filing Type	Filing Date
Resignation of Agent or Office	10/23/2013
Organization	03/29/2007

For filing questions please contact us at 803-734-2158

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THE MARTIN LAW FIRM
113 Wappoo Creek Drive
Charleston, SC 29412
843/762-2121

TITLE NOT EXAMINED BY THE MARTIN LAW FIRM

BKH 623PG181

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, Group Investment Company, Inc., hereinafter referred to as Grantors, in consideration of Five and No/100 (\$5.00) Dollars, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto RRJR, LLC, hereinafter referred to as Grantees, the following described property, to wit:

ALL that piece, parcel or tract of land, situate, lying and being in Charleston County, South Carolina, known and designated as "Tract A, 1.610 Acres, Property of Group Investment Company, Inc., TMS 466-16-00-011" on a plat entitled "Plat Showing TMS 466-16-00-011, being subdivided into Tracts "AB" and "AB.1", property of Group Investment Company, Inc., located North Charleston Public Service District, Charleston County, SC", made by David & Floyd, Inc., dated January 19, 1989 and recorded in the RMC Office for Charleston County in Plat Book CE, Page 116; said tract having such size, shape, dimensions, buttings and boundings as will be referenced to said plat more fully and at large appear.

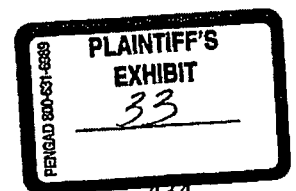
BEING the same premises conveyed to Group Investment Company, Inc., by deed of Cheryl Robinson, d/b/a C. R. Intermodel, dated and recorded in the RMC Office for Charleston County on February 18, 1997, in Book D-280, Page 27.

TMS NO. 466-16-00-011

Grantee's Address: 2028 Pittsburgh Avenue
N. Charleston, SC 29405

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to said Premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantees, and the Grantees' Successors and Assigns, forever.



WITNESS the Grantors' hands and seal this 19th day of February, 2007.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

FIRST WITNESS

SECOND WITNESS

GROUP INVESTMENT COMPANY, INC.

BY:

ITS:

THE STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 19th day of February, 2007
by Group Investment Company, Inc., by John B. Robinson,
its President.

Kristin Roark Caudle (L.S.)

Notary Public for South Carolina

Commission Expires: 10/13/16

(SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

Date of Transfer of Title
Closing Date: 2/19/07

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY Group Investment Company, Inc. to RRJR, LLC on 2/19/2007.
3. Check one of the following: The DEED is

- (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in Money or Money's worth.
- (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity or is a transfer to a trust or as a distribution to a trust beneficiary.
- (C) ☒ EXEMPT from the deed recording fee because (exemption # 1, No Consideration, same shareholders of grantor and grantee)

4. Check one of the following if either item 3(A) or item 3(B) above has been checked.
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (B) _____ The fee is computed on the fair market value of the realty, which is \$ _____.
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.

5. Check YES _____ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ 0.

6. The DEED Recording Fee is computed as follows:
 - (A) \$ _____ the amount listed in item 4 above
 - (B) _____ the amount listed in item 5 above (no amount place zero)
 - (C) \$ _____ Subtract Line 6(b) from Line 6(a) and place the result.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor(s).

8. Check if Property other than Real Property is being transferred on this Deed.
 - (A) _____ Mobile Home
 - (B) _____ Other

9. _____ DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of _____, deceased
CASE NUMBER _____ Personally appeared before me the undersigned attorney who, being duly sworn, certified that he is licensed to practice law in the State of South Carolina; that he has prepared the Deed of Distribution for the Personal Rep. In the Estate of _____, deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.

10. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

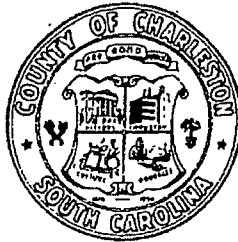
Sworn to before me this 19th day of February, 2007.
Jason Robert Canale
Notary Public for South Carolina
My Commission Expires: 1/1/2014 (SEAL)

GROUP INVESTMENT COMPANY, INC.
[Signature]
BY: John F. Meub
ITS: attorney

BK H 623PG184

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



FILED

April 25, 2007

1:49:26 PM

BK H 623PG181

Charlie Lybrand, Register
Charleston County, SC

Filed By:

Martin Law Firm

113 Wappoo Creek Dr.

Charleston

SC 29412

Number of Pages:

4

AMOUNT

DESCRIPTION

Q/Claim

Recording Fee \$ 10.00

State Fee <Exempt>

County Fee <Exempt>

Postage

TOTAL

\$ 10.00

\$ Amount (in thousands):

DRAWER:

2 C - slw

AUDITOR STAMP HERE

RECEIVED FROM RMC

APR 30 2007

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR

REP

DATE APR 30 2007

DO NOT STAMP BELOW THIS LINE

TITLE NOT EXAMINED BY THE MARTIN LAW FIRM

8K W628PG455

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, Group Investment Company, Inc., hereinafter referred to as Grantors, in consideration of Five and No/100 (\$5.00) Dollars, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto RRJR, LLC, hereinafter referred to as Grantees, the following described property, to wit:

ALL that piece, parcel or tract of land, situate, lying and being in Charleston County, South Carolina, known and designated as "Tract A, 1.610 Acres, Property of Group Investment Company, Inc., TMS 466-16-00-011" on a plat entitled "Plat Showing TMS 466-16-00-011, being subdivided into Tracts "AB" and "AB.1", property of Group Investment Company, Inc., located North Charleston Public Service District, Charleston County, SC", made by David & Floyd, Inc., dated January 19, 1989 and recorded in the RMC Office for Charleston County in Plat Book CE, Page 116; said tract having such size, shape, dimensions, buttings and boundings as will be referenced to said plat more fully and at large appear.

BEING the same premises conveyed to Group Investment Company, Inc., by deed of Cheryl Robinson, d/b/a C. R. Intermodel, dated and recorded in the RMC Office for Charleston County on February 18, 1997, in Book D-280, Page 27.

TMS NO. 466-16-00-011

Grantee's Address: 2028 Pittsburgh Avenue
N. Charleston, SC 29405

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to said Premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantees, and the Grantees' Successors and Assigns, forever.

WITNESS the Grantors' hands and seal this 4th day of June, 2007.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BK W628PG456

[Signature]
FIRST WITNESS

[Signature]
SECOND WITNESS

GROUP INVESTMENT COMPANY, INC.

[Signature]
BY: John B. Robinson
ITS: President

THE STATE OF SOUTH CAROLINA)

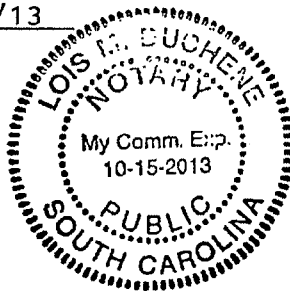
) ACKNOWLEDGMENT

COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 4th day of
May, 2007 by Group Investment Company, Inc., by
John B. Robinson, its President

[Signature] (L.S.)
Notary Public for South Carolina

Commission Expires: 10/15/13
(SEAL)



STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

CONSIDERATION AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY Group Investment Company, Inc., to RRRJ, LLC ON 6/4/07.
3. Check one of the following: The Deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in Money or Money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (C) X EXEMPT from the deed recording fee because (exemption #1, no consideration
(Explanation if required)
4. Check one of the following if either item 3(A) or item 3(B) above has been checked.
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (B) _____ The fee is computed on the fair market value of the realty, which is \$ _____.
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (A) \$ 0.00 the amount listed in item 4 above
 - (B) _____ the amount listed in item 5 above (no amount place zero)
 - (C) _____ Subtract Line 6(B) from Line 6(A) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Closing Attorney.
8. Check If Property other than Real Property is being transferred on this Deed.
 - (A) _____ Mobile Home
 - (B) _____ Other
9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of _____ deceased CASE NUMBER _____. Personally appeared before me the undersigned attorney who, being duly sworn, certified that he is licensed to practice law in the State of South Carolina; that he has prepared the Deed of Distribution for the Personal Rep. In the above named estate that the grantee(s) therein are correct and conform to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

JOHN F. MARTIN, Closing Attorney

Sworn to before me this 4th day of June, 2007

Lois M. Duchene
Notary Public for South Carolina
My Commission Expires: 10/15/13
(SEAL)



BK W628PG458

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



FILED

June 13, 2007

11:38:37 AM

BK W628PG455

Charlie Lybrand, Register
Charleston County, SC

Filed By:

Martin Law Firm

113 Wappoo Creek Dr.
Charleston

SC 29412

Number of Pages:

4

AUDITOR STAMP HERE

JUN 15 2007

PID VERIFIED BY ASSESSOR

REP

JUN 15 2007

DATE

AB - 466-16-00-011
AB.1 - 466-16-00-027

AMOUNT

DESCRIPTION	Q/Claim
Recording Fee	\$ 10.00
State Fee	<Exempt>
County Fee	<Exempt>
Postage	

TOTAL

\$ 10.00

\$ Amount (in thousands):

DRAWER:

A - BJA

DO NOT STAMP BELOW THIS LINE

FILE 01776
(AC)

Re: 2470 Sol Legare Rd

Page 1 of 1

From: vindestaso <vindestaso@aol.com>
To: Jhamilton <jhamilton@prattandco.com>
Subject: Re: 2470 Sol Legare Rd
Date: Mon, Dec 23, 2013 2:39 pm

Jim,
We do have an agreement to get deed, we just ran into a title issue
will be done in 2 weeks, then we can list
we were thinking \$990k, what's your opinion on price?

Vin

—Original Message—
From: Jim Hamilton <jhamilton@prattandco.com>
To: vindestaso <vindestaso@aol.com>
Sent: Mon, Dec 23, 2013 2:04 pm
Subject: 2470 Sol Legare Rd

Mr. DiStaso,

I spoke with you before the Thanksgiving holiday regarding the property at 2470 Sol Legare Road in Charleston, SC.

At that time, you anticipated taking the deed back and listing the property for sale.

Please let me know if I can help with listing and marketing this property for sale.

I'd welcome the opportunity to speak with you more about a marketing plan to get this property sold.

Sincerely,

Jim

James B. Hamilton II, Realtor
Pratt & Co at
RE/MAX Pro Realty
9209 University Blvd
Charleston, SC 29406
843 270-4337 mobile

<https://mail.aol.com/webmail-std/en-us/PrintMessage>



442

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of September, 2014 by and between FINE HOUSING, INC. a corporation organized and existing under the laws of the State of New York and authorized to do business in the State of South Carolina ("FHI") and ROBIN M. ROBINSON ("Robinson"), RRJR, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, ANTHONY FOGLER ("Fogler") and DANIEL DEHAVEN ("DeHaven").

WITNESSETH

WHEREAS, on December 2, 2013, Robinson conveyed the property at 2347 Sol Legare Road, Charleston, South Carolina 29412 to FHI by deed recorded in the RMC Office for Charleston County on December 9, 2013 in Book 0377 at page 842; and

WHEREAS, on December 2, 2013, RRJR conveyed the property at 2028 Pittsburgh Avenue, North Charleston, South Carolina 29405 to FHI by deed recorded in the RMC Office for Charleston County on December 9, 2013 in Book 0377 at page 843; and

WHEREAS, at the time of the conveyances, either or both of the properties were subject to tax liens filed by the Internal Revenue Service ("IRS") and/or the South Carolina Department of Revenue ("DOR");

WHEREAS, at the time of the conveyances, Robinson and RRJR claimed they did not have the payoffs of the liens filed by the IRS and DOR but agreed to obtain the payoffs as quickly as possible through their agent and attorney William K. Swope ("Swope"); and

WHEREAS, on the same date, Robinson and RRJR leased both property from FHI with the option to purchase the properties at the termination of the lease on November 30, 2013; and



WHEREAS, Fogler and DeHaven agreed to guaranty performance of Robinson and RRJR under the Lease; and

WHEREAS, as of the date of this Agreement, Robinson and RRJR have not paid the rents due on the properties for the months of January, February, March, April, May, June, July, August and September 2014 and as a result Robinson, RRJR, Fogler and DeHaven are in default of their obligations under the Lease; and

WHEREAS, a dispute has arisen with the regard to the true obligations of the parties under the documents which were executed on December 2, 2013; and

WHEREAS, Robinson and RRJR has filed suit against FHI as a result as Case Number 2014-CP-10-1035, pending in the Court of Common Pleas for Charleston the ("Suit"); and

WHEREAS, FHI has filed for eviction of Robinson and RRJR from the properties subject to the Lease; and

WHEREAS, the parties desire to resolve the controversy which exists between them and wish to set forth their agreement with regard to the resolution in writing;

NOW, THEREFORE, in consideration of the above stated premises, the below stated mutual covenants and promises and the sum of Ten & 00/100 Dollars (\$10.00) to each paid, the sufficiency of which as consideration is specifically acknowledged and agreed, the parties agree as follows:

1. The above recitations are incorporated herein as if fully restated.
2. Robinson, RRJR, Fogler and DeHaven acknowledge they are in default in their obligations to FHI. In the event of any default under this Agreement or either Amended and Restated Lease beyond any cure date provided for in the Amended and Restated Lease,

Robinson, RRJR, Fogler and DeHaven acknowledge they are not entitled to any further notices of default and FHI may immediately take such action as allowed under applicable law.

3. Robinson, RRJR, Fogler and DeHaven, acknowledge the transaction between the parties on December 2, 2013 was a sale of the properties at 2347 Sol Legare Road, Charleston, South Carolina 29412 and 2028 Pittsburgh Avenue, North Charleston South Carolina 29405 and lease of the said properties and not a loan from FHI.

4. The parties acknowledge the Lease between FHI and Robinson and RRJR which is guaranteed by Fogler and DeHaven may not properly reflect the terms of the agreement between the parties with regard to the Lease and have agreed to execute Amended and Restated Leases for both properties in the forms attached hereto as Exhibits A and B with Robinson being the tenant for the property at 2347 Sol Legare Road and Robinson and RRJR being the tenant for the property at 2028 Pittsburgh Avenue and Fogler and Robinson being the guarantors on both leases. The amended and restated leases will be executed simultaneously with the execution of this Agreement.

5. At the time of the execution of this Agreement, Robinson, RRJR and Fine Housing, Fogler and DeHaven agree to dismiss claims in the Suit with prejudice.

6. At the time of the execution of this Agreement, Robinson, individually and the sole and/or managing member or shareholder of RRJR, LLC, Group Investment Company, Inc. and Polo Champ, LLC, and as representative of the Estate of John Robinson shall execute Power of Attorney forms for the Internal Revenue Service, Form 2848, and the South Carolina Department of Revenue, Form SC 2848, giving Charles S. Altman, Esquire the authority to contact the Internal Revenue Service and the South Carolina Department of Revenue to determine the amounts due the taxing authorities which affect title to the properties referred to

above. In the event the amount owed is equal to or less than the amount held in escrow by William Sloan, Esquire, FHI shall direct William Sloan to pay the liens in full and pay any excess to FHI to reduce the amount owed to it by Robinson and RRJR to reimburse FHI for its costs incurred, including attorneys' fees. In the event the amount owed to pay the tax liens in full is more than the amount held in escrow by William Sloan, Robinson and RRJR shall be notified of the excess amount due and shall deposit the balance due with William Sloan within fifteen (15) days of the date of the notice and William Sloan shall then immediately pay the liens in full.

7. Robinson shall pay to FHI the sum of \$1,570.00 at the time of the execution of this Agreement and the like sum on October 1, 2014 and November 1, 2014 as partial rent for the Sol Legare property. Commencing December 1, 2014 and continuing for a period of twelve (12) months, Robinson shall pay the regular monthly rental for the Sol Legare Property of Four Thousand & 00/100 Dollars (\$4,000.00) per month plus the sum of Three Thousand Two Hundred Seventy Four and 17/100 Dollars (\$3,274.17) plus the sum of One Thousand Two Hundred Fifty Six & 00/100 Dollars (\$1,256.00) for reimbursement of costs and legal fees incurred by FHI or a total of Eight Thousand Five Hundred Thirty and 17/100 Dollars (\$7,274.17) in order for Robinson to have paid all rent and other amounts due to FHI for the period from commencement of the Lease for the Sol Legare Property for the period from the Commencement of the Lease through November 30, 2015, Commencing with the payment due December 1, 2015, Robinson shall make the rental payments as called for in the Lease. Nothing contained herein shall be deemed to limit Robinson's obligation to make all other payments or

fulfill her obligations under the Amended and Restated Lease during the time the payments described herein are to be made.

8. RRJR shall pay to FHI the sum of \$3,430.00 at time of the execution of this Agreement and the like sum on October 1, 2014 and November 1, 2014 as partial rent for the Pittsburgh Avenue property. Commencing December 1, 2014 and continuing for a period of twelve (12) months, RRJR shall pay the regular monthly rental for the Pittsburgh Avenue Property of Eight Thousand Seven Hundred Fifty & 00/100 Dollars (\$8,750.00) per month plus the sum of Seven Thousand One Hundred Sixty Three and 34/100 Dollars (\$7,163.34) plus the sum of Two Thousand Seven Hundred Forty Four & 00/100 Dollars (\$2,744.00) for reimbursement of costs and legal fees incurred by FHI or a total of Eighteen Thousand Six Hundred Fifty Seven and 34/100 Dollars (\$18,657.34) in order for Robinson to have paid all rent and other amounts to FHI for the period from commencement of the Lease for the Pittsburgh Avenue Property for the period from the Commencement of the Lease through November 30, 2015. Commencing with the payment due December 1, 2015, Robinson shall make the rental payments a called for in the Lease. Nothing contained herein shall be deemed to limit Robinson's obligation to make all other payments or fulfill her obligations under the Amended and Restated Lease during the time the payments described herein are to be made.

9. Upon presentation by FHI of the bill for engineering expense of approximately \$800.00 incurred because of the Charleston County Zoning issue, RRJR shall within five (5) business days reimburse FHI for said cost.

10. The parties agree, on the date of the termination of the Leases being executed as part of the terms of this Agreement, November 30, 2016, Robinson and RRJR shall have the option to purchase the properties provided they are not in default of their obligations under the

Leases as of that date and the Leases have not been terminated as a result of a default by Robinson and RRJR under the terms of the Leases prior to November 30, 2016. The terms of the purchase are as follows:

- a. The purchase price for both properties shall be One Million One Hundred Fifty Thousand & 00/100 Dollars (\$1,150,000.00) to be paid in immediately available funds on the date of closing.
- b. Robinson and RRJR shall pay all costs with regard to the purchase, including but not limited to transfer fees required pursuant to SC Code Section 12-24-10 et seq (1976, as amended), recording fees, document preparation fees and all other closing costs. There shall be no proration of taxes or insurance as Robinson and RRJR are fully responsible for those costs pursuant to the Leases.
- c. In the event Robinson and/or RRJR which to exercise the option to purchase, either or both shall give FHI notice of the exercise of the option no later than sixty (60) days prior to November 30, 2016.
- d. The notice must be for the exercise of the option to purchase both properties.
- e. Time is of the essence with regard to the exercise of the option and the closing of the purchase.

11. The parties acknowledge they have retained the services of attorneys to represent their interest in the negotiation and execution of this Agreement and the Leases for the properties and are satisfied with the services rendered by their respective attorneys. The parties agree in the event of a controversy regarding the terms of the Agreement or the Leases they shall not be entitled to claim a defense regarding the drafting of this Agreement for the Leases.

12. Robinson, RRJR, Fogler and DeHaven acknowledge they have no claims against FHI or its shareholder as a result the transaction which closed on December 3, 2013 or the actions by FHI or its shareholder which occurred thereafter and they have no defenses to the

claims of FHI as a result of the said transaction and FHI's claims made based on the transaction.

In the event any such claim exists, Robinson, RRJR, Fogler and DeHaven waive the same.

13. This Agreement shall be interpreted under the laws of the State of South Carolina and solely enforceable in the Courts of the State of South Carolina located in Charleston County.

14. All notices to be given under the Agreement shall be given in writing and sent in some fashion which provides proof of deliver addressed as follows:

If to FHI:

Fine Housing, Inc.
102 Lake Road
Congers, NY 10920
Attn: Vincent DeStaso

With a copy to:

Charles S. Altman, Esquire
Altman & Coker, LLC
575 King Street, Suite A
Charleston, SC 29403

If to Robinson:

Robin Robinson
2347 Sol Legare Road
Charleston, SC 29412

If to RRJR:

RRJR, LLC
2028 Pittsburgh Avenue
North Charleston, SC 29405
Attention: Robin Robinson

If to Fogler

If to DeHaven

Daniel DeHaven
2028 Pittsburgh Avenue
North Charleston, SC 29405

On behalf of Robinson,
RRJR, and DeHaven
copies to:

Paul J. Doolittle, Esquire
Jekel-Doolittle, LLC

210 Wingo Way, Suite 201
Mt. Pleasant, SC 29464
P.O. Box 2579
Mt. Pleasant, SC 29465

15. This writing constitutes the entire agreement between the parties and shall not be altered or amended except in writing executed by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

IN THE PRESENCE OF:

FINE HOUSING, INC.

By: _____
Vincent Destaso, President

As to FHI

As to Robinson

Robin Robinson

RRJR, LLC

By: _____
Robin Robinson, Authorized Member

As to RRJR

Anthony Fogler

As to Fogler

As to DeHaven

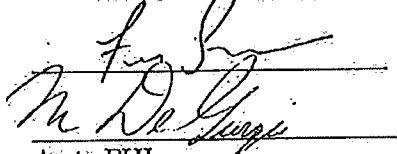
Daniel DeHaven

210 Wingo Way, Suite 201
Mt. Pleasant, SC 29464
P.O. Box 2579
Mt. Pleasant, SC 29465

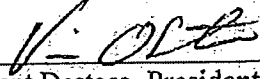
15. This writing constitutes the entire agreement between the parties and shall not be altered or amended except in writing executed by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

IN THE PRESENCE OF:


As to FHI

FINE HOUSING, INC.

By: 
Vincent Destaso, President

As to Robinson

Robin Robinson

As to RRJR

RRJR, LLC

By: _____
Robin Robinson, Authorized Member

As to Fogler

Anthony Fogler

As to DeHaven

Daniel DeHaven

EXHIBIT A

ALL those pieces, parcels or tracts of land, situate, lying and being on James Island, Charleston County, South Carolina, known in the present street numbering as 2347 Sol Legare Road, one of said tracts being lettered X containing 0.20 acres, the other tract containing 3.18 acres, all as is more fully shown on a plat entitled "PLAT OF GENERAL SURVEY OF NO. 2347 SOL LEGARE ROAD AND PARCEL X OWNED BY ADOLPH G. HOLLINGS JAMES ISLAND 3.38 Ac. TOTAL T.M.S. 330-08-00-007," which plat was made by W.L. Gaillard, dated September 1, 1993, revised February 24, 1994, and is recorded in the RMC Office for Charleston County in Book M239 at Page 141.

ALSO

ALL of the Landlord's right, title and interest (title to which is not warranted by Landlord) in and to that certain marsh shown on said plat containing 2.00 acres, the eastern boundary line of said marsh measuring 275' and having the following metes: S 33 degrees 24'50"; the western boundary line of said marsh measuring 180' and having the following metes: N 00 degrees 15' 00" E.

BEING the same property conveyed to Fine Housing, Inc., by deed of Robin M. Robinson dated December 2, 2013, and recorded December 9, 2013, in the RMC Office for Charleston County, South Carolina in Book 0377 at Page 842.

TMS No. 330-08-00-007

EXHIBIT B

ALL that piece, parcel or tract of land situate, lying and being in Charleston County, South Carolina, known and designated as "Tract A, 1.610 Acres; Property of Group Investment Company, Inc., TMS 466-16-00-011" on a plat entitled "Plat Showing TMS 466-16-00-011, being subdivided into tracts 'AB' and 'AB.1', property of Group Investment Company, Inc., located in North Charleston Public Service District, Charleston County, SC," made by David & Floyd, Inc., dated January 19, 1989 and recorded in the RMC Office for Charleston County in Plat Book CE, Page 116; said tract having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

BEING the same property conveyed to Fine Housing, Inc., by deed of RRJR, LLC, dated December 2, 2013, and recorded December 9, 2013, in the RMC Office for Charleston County, South Carolina, in Book 0377 at Page 843.

TMS No. 466-16-00-011

Single Ledger Balance Report - Sorted By Ref/Ck Number

Selection Criteria		Trust Account Description: Real Estate Trust Account	
Trust Account: RE2	File ID: 13-264	Client / Matter: Inc, Fire Housing	
Responsible Party:	Settlement Date: 12/02/13	Ledger Comment:	
Starting Date:		Property: 2028 Pittsburg Ave/2470 Sol Legare RD/C	
		Ending Date:	

Ref/Ck No.	Transaction Date	Payee Name Memo	Medium	Cleared Date	Amount
Beginning Balance:					\$0.00
Deposits					
	12/02/13	ProForm generated incoming funds	wire	12/31/13	\$815,000.00
	08/20/14	Real Estate Closing			
		Charleston County User Fee / overpayment 466-1 check		08/30/14	\$3,574.71
		Ich			
Total of 2 Deposits					\$818,574.71
Checks					
17654	12/03/13	Stewart Title	check	08/30/14	\$720.00
17655	12/03/13	Donlan Title Agency	check	12/31/13	\$1,080.00
17656	12/03/13	Charleston County ROD Office	check	12/31/13	\$3,185.00
17658	12/03/13	Joseph Scaumato	check	12/31/13	\$3,500.00
17661	12/03/13	Robin M. Robinson and RRJR, LLC	check		\$8,657.80
17662	12/03/13	Charleston County Fees	check	12/31/13	\$15,748.80
17664	12/03/13	Charleston Capital One	check	12/31/13	\$29,982.31
		Payoff Second Mortgage			
17665	12/03/13	Will Swope	check	12/31/13	\$50,500.00
17666	12/03/13	Charleston County Treasurer	check	12/31/13	\$80,320.00
17667	12/03/13	Charles Feeley	check	12/31/13	\$250.00
17668	12/03/13	Sloan Law Firm	check	12/31/13	\$2,950.00
		Settlement Agents Fees			
17669	12/03/13	SCDOR	check	12/31/13	\$5,539.04
17670	12/05/13	SCDOR	check	12/31/13	\$24,175.94
17671	12/08/13	Tamara Lane Inc	check	12/31/13	\$5,600.00
17672	12/11/13	The Cherie DuMez Agency	check	12/31/13	\$9,311.00
17673	12/16/13	Charleston County ROD Office	check	12/31/13	\$10.00
		Lost Mortgage Satisfaction (2			
Total of 16 Checks					\$221,309.89
Miscellaneous					
	12/03/13	Haynesworth Sinkler	wire	12/31/13	\$72,866.39
		Ich			
	12/03/13	Sci John Liatsis	wire	12/31/13	\$8,500.00
		Ich			
1540	12/03/13	Check	cashiers c	12/31/13	\$381,644.72
		Ich			
Total of 3 Miscellaneous Items					\$463,011.11
Report Totals:					
Balance:					\$134,253.71
Ending Balance:					\$134,253.71

Page 1 of 1

Date of Report: 8/21/14
Time of Report: 09:49:58AM
Report By: Janice



AN LAW FIRM P.A.

TRUST ACCOUNT
1055 North Main Street, Suite F
Summerville, SC 29483
Phone: (843) 873-7531

NBSC

A Division of NORTHERN BANK
67-66-532

11012

December 11, 2013

TO THE
ER OF: The Cherie DuMez Agency

\$ *****9,311.00

10 Thousand Three Hundred Eleven and 00/100

DOLLARS

The Cherie DuMez Agency
2470 Sol Legare Rd/ Fire Housing Inc
Hazzard Insurance

[Signature]
AUTHORIZED SIGNATURE

⑈00017672⑈ ⑆053200666⑆ 170773744301⑈

AN LAW FIRM P.A. TRUST ACCOUNT

17672

Check Number:

Date: December 11, 2013

File ID/Number: 13-264

TAC: RE2

Client/Matter: Inc, Fire Housing

Ledger Comment:

Responsible Party:

Pay To: The Cherie DuMez Agency

Check Amount: \$ 9,311.00

Memo:

*Fed EX
12/11/13
to
Cherie DuMez
Agency*

AN LAW FIRM P.A. TRUST ACCOUNT

Check Number:

Date: December 11, 2013

File ID/Number: 13-264

TAC: RE2

Client/Matter: Inc, Fire Housing

Ledger Comment:

Responsible Party:

Pay To: The Cherie DuMez Agency

Check Amount: \$ 9,311.00

Memo:

DLT100

USE WITH 01069 EXHIBIT

MCREE To Record: 1-800-662-2331 or www.mcreeinc.com

ALB

PLAINTIFF'S
EXHIBIT

5

455

Fine Housing 000058

Lexington Insurance Company
99 High Street
Boston, MA 02110-2103

Quote Confirmation

Quote Effective Date: 12/09/2014
Quote Number: 16789192 - 01

Issue Date: 11/06/2014

Broker:
Hull & Company, Inc. - Charlotte
11405 North Community House Rd.
Charlotte, NC 28277
Ph/Fax: 800-241-4855/
From: Hull & Company, Inc. - Charlotte

Sub-Broker:
THE CHERIE DUMEZ AGENCY
3336 MORNINGDALE DR
Mt Pleasant, SC 29466
Ph/Fax: 843-568-8100/
Attn:

RE: Applicant Fine Housing Inc.
Policy Type: HO3
Insured Location: 2347 SOL LEGARE RD
CHARLESTON, SC 29412-8542

Coverage Part 1 - Homeowners

- Coverage A: Dwelling	\$750,000
- Coverage B: Other Structures	\$120,000
- Coverage C: Personal Property	\$50,000
- Coverage D: Loss Of Use	\$36,000
- Loss Assessment Coverage	\$1,000
- Coverage E: Personal Liability	\$1,000,000
- Coverage F: Medical Payments to Others	\$10,000

Coverage Part 2 - Personal Umbrella

- Umbrella Limit	\$0
- Self Insured Retention	\$0

Coverage Part 3 - Excess Flood

- Building	\$0
- Contents	\$0

Coverage Part 4 - Scheduled Property

- Total Scheduled Property	\$0
----------------------------	-----

Homeowners Options*

Replacement Cost Contents:	Yes	Extended Liability:	None
Special Coverage C:	No	Watercraft Liability:	No
Extended Replacement:	No	Home Business:	No
Personal Injury: (HO Only)	No	Business Property:	No
Special Limits Cov. C:	No	BR - Theft:	No
Water Back Up:	\$25,000	BR - Extended Cov:	No
Special Computer:	No	Golf Cart Coverage:	No
Identity Fraud:	No	Ordinance Or Law:	10%
Earthquake: (Prem:\$450)	Standard		

*This is a partial listing of available endorsements

Homeowners Deductibles:

All Other Perils:	\$2,500	Earthquake:	5%
Wind Hail:	2%	Special: None	\$0
		Special: None	\$0

Premium, Tax and Fees:

Coverage Part 1 - Homeowners	\$10,289
Coverage Part 2 - Umbrella	\$0
Coverage Part 3 - Flood	\$0
Coverage Part 4 - Property	\$0

Policy Premium: \$10,289

Surplus Lines Broker Responsibility:

Inspection Fee:	\$0.00
SL Broker Fee:	\$175.00
Surplus Lines Taxes:	\$627.84

Total Due: \$11,091.84

*Unless surplus lines taxes are shown above, the Sub-Broker is the S/L Broker responsible for the collection and payment of all surplus lines taxes and fees.

NOTE(S) SECTION:

TERMS AND CONDITIONS:

This is not a Binder of Insurance. This indication is being offered on the basis indicated above. It does not necessarily provide the terms and/or coverages requested in your submission. No flat cancellations are permitted and a 25% minimum

SLOAN LAW FIRM P.A.

TRUST ACCOUNT
1055 North Main Street, Suite P
Summerville, SC 29483
Phone: (843) 673-7531

NESC

67-66-532

17658

PAY TO THE
ORDER OF

Joseph Scaumato

December 3, 2013

Three Thousand Five Hundred and 00/100

\$ *****3,500.00

DOLLARS

Joseph Scaumato

MEMO

[Handwritten Signature]

⑈00017658⑈ ⑆053200666⑆ 170773744301⑈

SLOAN LAW FIRM P.A. TRUST ACCOUNT

17658

Check Number:

Date: December 3, 2013

File ID/Number: 13-264

Client/Matter: Inc, Fire Housing

Ledger Comment:

Responsible Party:

Pay To: Joseph Scaumato

Check Amount: \$ 3,500.00

Memo:

TAC: RE2

SLOAN LAW FIRM P.A. TRUST ACCOUNT

17658

Check Number:

Date: December 3, 2013

File ID/Number: 13-264

Client/Matter: Inc, Fire Housing

Ledger Comment:

Responsible Party:

Pay To: Joseph Scaumato

Check Amount: \$ 3,500.00

Memo:

TAC: RE2

*Fed-EX
to Vincent
12/6/13*

CT DLT103

USE WITH 81063 ENVELOPE

MCBEE To Reorder: 1-800-562-2391 or www.mcbened.com



LOAN LAW FIRM P.A.

TRUST ACCOUNT
1055 North Main Street, Suite F
Summerville, SC 29483
Phone: (843) 873-7331

NBSC
a division of STANLEY BANK
67-66-632

Check One Line
Payable to Order

December 3, 2013

PAY TO THE
ORDER OF AAA

-Five Thousand Five Hundred and 00/100

\$ *****5,500.00

DOLLARS

AAA

MEMO Inspection Fee

AUTHORIZED

⑈00017659⑈ ⑆053200666⑆170773744301⑈

LOAN LAW FIRM P.A. TRUST ACCOUNT

17659

Check Number:
Date: December 3, 2013
File ID/Number: 13-264
Client/Matter: Inc, Fire Housing
Ledger Comment:
Responsible Party:

TAC: RE2

Pay To: AAA
Check Amount: \$ 5,500.00
Memo: Inspection Fee

LOAN LAW FIRM P.A. TRUST ACCOUNT

17659

Check Number:
Date: December 3, 2013
File ID/Number: 13-264
Client/Matter: Inc, Fire Housing
Ledger Comment:
Responsible Party:

TAC: RE2

Pay To: AAA
Check Amount: \$ 5,500.00
Memo: Inspection Fee

DO NOT DUPLICATE

USE WITH 91663 ENVELOPE

MCBEE To Reorder: 1-800-682-2331 or www.mcbree.com

Fine Housing 000043

PLAINTIFF'S
EXHIBIT

7
458

SLOAN LAW FIRM P.A.

TRUST ACCOUNT
1056 North Main Street, Suite F
Summerville, SC 29483
Phone: (843) 873-7531

NBSC

67-66-532

17671

TO THE
ORDER OF

Tamara Lane Inc.

December 6, 2013

\$ *****5,600.00

Five Thousand Five Hundred and 00/100

DOLLARS

Tamara Lane Inc.

NO

AUTHORIZED SIGNATURE

⑈00017671⑈ ⑆053200666⑆ 170773744301⑈

DAN LAW FIRM P.A. TRUST ACCOUNT

17671

Check Number:

Date: December 6, 2013

File ID/Number: 13-264

Client/Matter: Inc, Fire Housing

Ledger Comment:

Responsible Party:

TAC: RE2

Pay To: Tamara Lane Inc.

Check Amount: \$ 5,500.00

Memo:

DAN LAW FIRM P.A. TRUST ACCOUNT

17671

Check Number:

Date: December 6, 2013

File ID/Number: 13-264

Client/Matter: Inc, Fire Housing

Ledger Comment:

Responsible Party:

TAC: RE2

Pay To: Tamara Lane Inc.

Check Amount: \$ 5,500.00

Memo:

*Ma
Fed-Ex to
Vincent
12/6/13*

77 DLT103

USE WITH #1663 ENVELOPE

MCBEE To Reorder: 1-800-682-2331 or www.mcbmco.com

Fine Housing 000057



Ashley Andrews

From: Ashley Andrews
Sent: Thursday, May 15, 2014 11:58 AM
To: 'Vin Destaso'
Subject: RE: 2028 Pittsburgh Ave, N. Charleston, SC/Barry Clarke

Sure. I'll call you then.

Ashley

Ashley G. Andrews
VA Accredited Attorney #21951
catherine e. lafond, pa
Elder Law | Real Estate

544 Savannah Highway, Charleston, South Carolina 29407
843.762.2554 (phone) 843.277.0111 (fax) www.lafondlaw.com

From: Vin Destaso [mailto:vindestaso@aol.com]
Sent: Thursday, May 15, 2014 11:18 AM
To: Ashley Andrews
Subject: Re: 2028 Pittsburgh Ave, N. Charleston, SC/Barry Clarke

Can we do 130

Sent from my iPhone

On May 15, 2014, at 11:06 AM, Ashley Andrews
<andrews@lafondlaw.com> wrote:

Mr. Destaso:

Will you be available at 12:30 today?

Thanks,
Ashley

Ashley G. Andrews
VA Accredited Attorney #21951
catherine e. lafond, pa
Elder Law | Real Estate

544 Savannah Highway, Charleston, South Carolina 29407
843.762.2554 (phone) 843.277.0111 (fax) www.lafondlaw.com

From: vindestaso@aol.com
[mailto:vindestaso@aol.com]
Sent: Wednesday, May 14, 2014 6:56 PM
To: Ashley Andrews
Subject: Re: 2028 Pittsburgh Ave, N. Charleston, SC/Barry Clarke

Thanks Ashley,

When you have a minute call me to discuss.

Vincent
845 406 2206

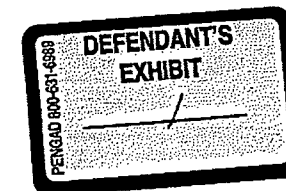
-----Original Message-----

From: Ashley Andrews <andrews@lafondlaw.com>
To: vindestaso <vindestaso@aol.com>
Sent: Wed, May 14, 2014 5:21 pm
Subject: 2028 Pittsburgh Ave, N. Charleston, SC/Barry Clarke

Mr. Destaso:

Barry Clarke asked that I re-send the proposed buy/sell agreement for the property located at 2028 Pittsburgh Avenue. The draft that I forwarded to you on April 21st is attached for your review. Please let me know if you have any proposed changes. I look forward to hearing from you.

Thanks,
Ashley



Ashley Andrews

From: Ashley Andrews
Sent: Thursday, June 19, 2014 5:08 PM
To: 'Vin Destaso'
Subject: RE: 2028 Pittsburgh Ave, N. Charleston, SC

Thank you.

Ashley G. Andrews
VA Accredited Attorney #21951
catherine e. lafond, pa
Elder Law | Real Estate

544 Savannah Highway, Charleston, South Carolina 29407
843.762.3554 (phone) 843.377.0111 (fax) www. lafondlaw.com

From: Vin Destaso [<mailto:vindestaso@aol.com>]
Sent: Thursday, June 19, 2014 2:44 PM
To: Ashley Andrews
Subject: Re: 2028 Pittsburgh Ave, N. Charleston, SC

no problem I'm available all day tomorrow

Sent from my iPhone

On Jun 19, 2014, at 2:41 PM, Ashley Andrews <andrews@lafondlaw.com> wrote:

Vincent:

I'm sorry to change the time on short notice but I've had to schedule a meeting this afternoon. Is there a time tomorrow that works with your schedule? I am free after 10:00 am.

Thanks,
Ashley

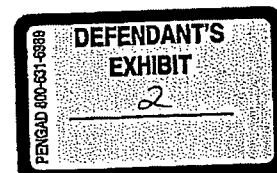
Ashley G. Andrews
VA Accredited Attorney #21951
catherine e. lafond, pa
Elder Law | Real Estate

544 Savannah Highway, Charleston, South Carolina 29407
843.762.3554 (phone) 843.377.0111 (fax) www. lafondlaw.com

From: vindestaso@aol.com [<mailto:vindestaso@aol.com>]
Sent: Thursday, June 19, 2014 1:18 PM
To: Ashley Andrews
Subject: Re: 2028 Pittsburgh Ave, N. Charleston, SC

yes

125



Clarke 000125
461

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

From: Ashley Andrews <andrews@lafondlaw.com>
To: vindestaso <vindestaso@aol.com>
Sent: Thu, Jun 19, 2014 1:11 pm
Subject: RE: 2028 Pittsburgh Ave, N. Charleston, SC

Vincent:

Will you be available around 3:30 this afternoon?

Ashley

Ashley G. Andrews
VA Accredited Attorney #21951
catherine e. lafond, pa
Elder Law | Real Estate

544 Savannah Highway, Charleston, South Carolina 29407
843.762.3554 (phone) 843.377.0111 (fax) [www. lafondlaw.com](http://www.lafondlaw.com)

From: vindestaso@aol.com [<mailto:vindestaso@aol.com>]
Sent: Thursday, June 19, 2014 8:43 AM
To: Ashley Andrews
Subject: Re: 2028 Pittsburgh Ave, N. Charleston, SC

Ashley,

Give me a call

Vincent
845 406 2206

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

From: Ashley Andrews <andrews@lafondlaw.com>
To: vindestaso <vindestaso@aol.com>
Sent: Mon, Apr 21, 2014 2:16 pm
Subject: 2028 Pittsburgh Ave, N. Charleston, SC

Mr. Destaso:

Thank you for taking the time to speak to Barry and me last week. Barry wanted me to convey to you that he is ready, willing, and able to purchase the property without owner financing and only mentioned that as an option if you were interested in it.

I have attached the most recent draft of the Agreement for Purchase and Sale. I made a few changes and I added a provision that would allow Barry to lease the property should the property become vacant during the time the contract is contingent (Section 17 and Exhibit B). Barry is concerned that if the property is vacant that the county and/or state may not issue liquor and business licenses in the future. What he proposes is that he lease the property for \$750.00 per month so that he can apply for the licenses. During the time he is leasing the property for \$750.00 he does not intend to operate a business there.

Please let me know if you have any questions for me. Also, please send me a copy of the current lease for 2028 Pittsburgh and the Sol Legare property so that we can review it.

Thanks,
Ashley

126

Ashley G. Andrews

Ashley Andrews

From: vindestaso@aol.com
Sent: Tuesday, July 08, 2014 5:46 PM
To: Ashley Andrews
Subject: Re: 2028 Pittsburgh Ave, N.
Charleston, SC/Barry Clarke

Ashley,

As discussed with Barry last week I have 2 potential buyers for both properties
1 for \$1.25 mil and 1 for \$1.45 (they have to take both and take overhand pay for litigation)

I need to know if Barry is willing to match at least the \$1.25 price
Please call me to discuss

Vincent

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

From: Ashley Andrews <andrews@lafondlaw.com>
To: vindestaso <vindestaso@aol.com>
Sent: Wed, May 14, 2014 5:21 pm
Subject: 2028 Pittsburgh Ave, N. Charleston, SC/Barry Clarke

Mr. Destaso:

Barry Clarke asked that I re-send the proposed buy/sell agreement for the property located at 2028 Pittsburgh Avenue. The draft that I forwarded to you on April 21st is attached for your review. Please let me know if you have any proposed changes. I look forward to hearing from you.

Thanks,
Ashley

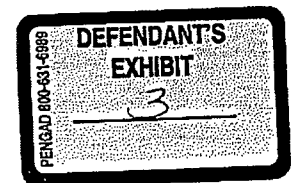
Ashley G. Andrews
VA Accredited Attorney #21951

catherine e. lafond, pa
Elder Law | Real Estate

544 Savannah Highway, Charleston, South Carolina 29407
843.762.3554 (phone) 843.377.0111 (fax) [www. lafondlaw.com](http://www.lafondlaw.com)

128

Clarke 000128
463

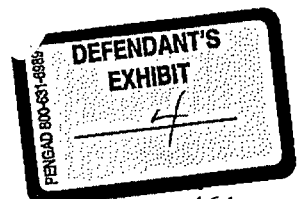


AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is made by and between FINE HOUSING, INC., a New York corporation ("Seller") and Barry Clarke, or his assigns ("Purchaser") as of the Acceptance Date as hereinafter defined. The Seller and Purchaser may be referred to herein individually as "Party" or collectively as "Parties."

For and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the following described property (the "Property"):
 - 1.1. Land. That certain tract of land (the "Land") consisting of approximately 1.610 acres and located in the North Charleston Public Service District and known as 2028 Pittsburgh Avenue, N. Charleston, South Carolina, being more particularly described in Exhibit A attached hereto and incorporated herein by reference.
 - 1.2. Improvements. All improvements ("Improvements") in and on the Land.
 - 1.3. Tangible Personal Property. All of Seller's right, title and interest in all appliances, fixtures, equipment, machinery, furniture, carpets, and other personal property located on or about the Land and the Improvements.
2. Purchase Price. The purchase price ("Purchase Price") for the Property shall be Six Hundred Fifty Thousand and No/100 (\$650,000.00) Dollars.
3. Earnest Money, Escrow Agent and Escrow Agreements. Purchaser shall pay by check to the Escrow Agent listed below the sum of Fifty Thousand and No/100 (\$50,000.00) Dollars ("Earnest Money") within two (2) days of the Acceptance Date. The Earnest Money shall be held by Catherine E. LaFond, PA, the "Escrow Agent" in a non-interest bearing account. The Earnest Money shall be applied as partial payment of the Purchase Price at Closing or as otherwise provided for herein. Prior to any disbursement by Escrow Agent other than at Closing or as provided in Section 18 below, Escrow Agent shall notify the parties hereto of Escrow Agent's intent to disburse. If Escrow Agent has not received a written objection to such disbursement within five (5) days after such notice, then the making of such disbursement shall discharge Escrow Agent of all further duties and liabilities hereunder. If any party disputes the proposed disbursement and Escrow Agent is unable to resolve the dispute to the Escrow Agent's satisfaction, then Escrow Agent may interplead such Earnest Money with the Clerk of Court of Common Pleas for Charleston County, South Carolina, and upon notifying both the Purchaser and Seller of such action, all duties of the Escrow Agent under the terms of this Agreement shall terminate, except to the extent of accounting for such escrow funds. The parties agree that it shall not constitute a conflict of interest for the Escrow Agent to represent one of the parties in connection with this Agreement. The parties agree that Escrow Agent shall not be liable for anything which it may do or refrain from doing in connection herewith provided that it acts in good faith, and without gross negligence, willful neglect or intentional breach of this Agreement. In the event that the Escrow Agent becomes involved in litigation relating to the Earnest Money, the non-prevailing Party shall be responsible for the payment of the Escrow Agent's reasonable attorney's fees and expenses and for the reasonable attorney's fees and expenses for the prevailing Party. The Earnest Money shall remain in the control of the Escrow Agent until consummation or termination of the sale transaction as contemplated in this Agreement. Purchaser and Seller will indemnify and hold the Escrow Agent harmless from any claims by them relating to the actions of Escrow Agent done in good faith while acting as Escrow Agent under the terms of this Agreement.
4. Acceptance Date. The date of this Agreement ("Acceptance Date") is the date that this Agreement has been fully executed by all parties hereto.



5. Existing Title Issues. The parties acknowledge that there are outstanding issues affecting the marketability of title to the Property. Purchaser shall have a preliminary title examination completed for the Property within thirty (30) days of the Acceptance Date. Purchaser shall then, within five (5) days of receipt of the results of the Title Search, provide Seller with a written notice of such items affecting title to which Purchaser objects. Seller shall then have the opportunity to cure such objections and provide proof of each cure to Purchaser within five (5) days of said cure. Seller shall have an obligation to use its best efforts to cure each and every title objection revealed by the preliminary title examination in a timely manner. Purchaser and Seller agree that if such objections are not cured within two (2) calendar years, that Purchaser may terminate this Agreement and be refunded the Earnest Money and any other amounts paid by Purchaser.
6. Inspection. Purchaser shall have one hundred twenty (120) days from the date the last preliminary title objection is cured to inspect the Property ("Inspection Period"). During the Inspection Period, Purchaser, at Purchaser's expense and discretion, may (i) approve or disapprove a commitment for the issuance of an Owner's Policy of Title Insurance; (ii) conduct a survey of the Property, (iii) obtain a commitment for financing the purchase of the Property, such financing to be accepted in the Purchaser's sole discretion; (iv) conduct economic and feasibility studies to determine, in the Purchaser's sole discretion, if the Property is feasible for Purchaser's intended use; (v) confirm zoning for the Property; (vi) obtain the necessary permits for any improvements to the Property necessary for Purchaser's intended purpose and any other required governmental approvals for the development of the Property for Purchaser's intended use; confirm the availability of utilities; (vii) and conduct such other investigations as the Purchaser, in Purchaser's sole discretion, shall determine to be necessary or appropriate. If Purchaser determines, for any reason or no reason, that the Property is not suitable for its purposes, Purchaser shall have the right to terminate this Agreement by written notice to Seller given on or prior to the expiration of the Inspection Period and have the Earnest Money refunded. The Inspection Period may be extended for up to two (2) thirty (30) day periods (the "Inspection Extension(s)") upon the delivery on or before the then-applicable date of expiration of the Inspection Period by the Purchaser to the Escrow Agent of Five Thousand and No/100 (\$5,000.00) Dollars, which amount shall be non-refundable except in the event of Seller default and to be applicable towards the amount of the Purchase Price, for each Inspection Extension exercised by Purchaser.
7. Seller Deliveries. Within five (5) days of the Acceptance Date, Seller shall deliver to Purchaser copies of the following, if any, in Seller's possession ("Seller Deliveries"): (i) copies of any title insurance policies, commitments and title exception documents; (ii) copies of any surveys, plats, tax maps and site plans; (iii) copies of all environmental reports and soil reports; (iv) copies of any zoning certificates; (v) copies of any letters regarding the availability of utilities; (vi) copies of any and all leases affecting the Property; (vii) any geotechnical reports; and (viii) copies of any and all third party approvals or restrictions applicable to the Property. Seller shall make available to Purchaser for review, at a mutually convenient time, any additional documents pertaining to the Property in Seller's possession.
8. Second Title Examination and Survey Objections. During the Inspection Period, Purchaser shall have a second title examination of the Property performed. Thereafter, Purchaser shall not be required to give notice of objection to liens, mortgages, or other items which may be satisfied by payment at Closing and Seller shall have the obligation to remove any liens which may be removed solely by the payment of money at Closing. In the event the Purchaser disapproves of any particular title or survey item, the Purchaser shall provide to Seller written notice during the Inspection Period of each item in which Purchaser disapproves. Within thirty (30) days after receipt of Purchaser's notice of objection, Seller shall either (i) cure Purchaser's objection to such item; or (ii) if Seller elects not to cure such objection, then Seller must notify Purchaser of such inability or unwillingness to cure in writing. In the event that Seller elects not to cure such objections, then Purchaser shall notify Seller within ten (10) days following Purchaser's receipt of Seller's written election not to cure as to whether Purchaser intends to either: (i) waive the particular objection and continue under the terms of this Agreement, provided that the Purchase Price shall be reduced by an amount equal to the diminution in value associated with the uncured objection; or (ii) terminate this Agreement and be refunded the Earnest Money and any other amounts paid by Purchaser.

9. Closing Date/Closing. The closing (the "Closing" or the "Closing Date") shall be held at the office of the Purchaser's attorney on or before the earlier of the following: (i) forty-five (45) days after the expiration of the Inspection Period and (ii) fifteen (15) days after Purchaser notifies Seller in writing of Purchaser's intent to close. Under mutual agreement of the Parties, the Closing may occur at a sooner date. The Closing Date may be extended for up to two (2) thirty (30) day periods ("the Closing Extension(s)") upon delivery on or before the then-applicable Closing Date by the Purchaser to the Escrow Agent of Five Thousand and No/100 (\$5,000.00) Dollars, which is non-refundable except in the event of Seller default and to be applicable towards the amount of the Purchase Price, for each Closing Extension exercised by Purchaser.
10. Seller's Deliveries at Closing. At closing, Seller shall deliver to Purchaser a General Warranty Deed executed by Seller and conveying the Property to Purchaser subject only to easements, reservations, rights of way, restrictive covenants of record, governmental statutes, ordinances, zoning, and regulations, and ad valorem property taxes not yet due and payable. Seller shall also deliver such other documents as may be reasonable and necessary in the opinion of the Purchaser or its counsel to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.
11. Purchaser's Deliveries at Closing. At Closing Purchaser shall deliver to Seller the balance of the Purchase Price in certified and immediately available funds.
12. Closing Costs. Seller shall provide or pay for the preparation of the deed and customary Seller affidavits and certifications, any deed transfer taxes, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of satisfactions and property taxes to the day of closing Property.
- Purchaser shall pay the cost of recording the deed, property insurance, appraisal, survey, cost of obtaining loan, title examination, escrow deposits, and prepaid expenses for the Property.
- Any other closing costs shall be adjusted in accordance with local custom for Charleston County, South Carolina. Except as otherwise provided for herein, each Party shall be responsible for his/its own attorney's fees.
13. Prorations and Taxes. Except as otherwise provided herein, all rents, income, utilities, and all other operating expenses and income with respect to the Property, if any, for the month in which the Closing occurs, shall be prorated as of the Closing Date. Subsequent to the Closing, if any such item are actually paid or received, Purchaser and Seller agree to make appropriate adjustments after the Closing. Real estate and personal property taxes and other assessments with respect to the Property for the year in which Closing occurs shall be prorated as of the Closing Date. Property tax pro-rations pursuant to this Agreement are to be based on the most recently tax assessment issued by Charleston County. The payment of roll-back taxes, if any, shall be the responsibility of the Seller. The prorations described in this Section 13 shall be final at Closing.
14. Authority. Any individual executing this Agreement on behalf of a corporation, limited liability company, partnership, limited partnership, trust, estate, or in any other representative capacity: (a) represents and warrants that s/he has been duly authorized to execute and deliver this Agreement as a representative of the party for whom such individual is acting, and that such party has the power and authority to enter into and perform its obligations pursuant to this Agreement; and (b) agrees to deliver to the other party or parties, upon request, appropriate evidence of the existence, power, and authority of the party for whom such individual is acting.
15. Condition of Property. Seller warrants that at Closing the Property will be in the same condition as it is on the Acceptance Date, normal wear and tear excepted, and that Seller neither will do nor will suffer to be done anything that will affect the use of the Property except as otherwise provided in this Agreement. Nevertheless, should the Property be destroyed or substantially damaged in Purchaser's reasonable opinion either physically or through condemnation (or threat thereof) before Closing, then at the election of Purchaser:

(i) Purchaser may void this Agreement; or, (ii) Purchaser may consummate this Agreement and receive such insurance Proceeds or condemnation awards (if any) that are paid.

16. No Other Agreements. From and after the Acceptance Date, Seller hereby agrees that Seller shall not enter into any other agreements to sell, lease, or otherwise convey the Property or any interest in the Property.
17. Successors. This Agreement shall bind and inure to the benefit of the Parties and their respective heirs, executors, representatives, successors, and assigns. Purchaser reserves the right to assign his rights under this Agreement.
18. Termination. If this Agreement is terminated by Purchaser pursuant to the terms of this Agreement (including, without limitation, pursuant to Sections 5, 6, and 8 hereof), the Earnest Money will be refunded by the Escrow Agent to purchaser without further action by or notice to either party within two (2) business days following Escrow Agent's receipt of Purchaser's written notice of termination, and neither party shall have any further obligations under this Agreement except with respect to the obligations that expressly survive termination as provided herein.
19. Default. If Seller breaches this Agreement, Purchaser shall be entitled to the immediate return of the Earnest Money and Purchaser may pursue any and all legal and equitable remedies available to Purchaser, including specific performance. If Purchaser breaches this Agreement, Seller may, as Seller's sole remedy and relief hereunder, terminate this Agreement and thereupon be entitled to receive the Earnest Money as liquidated damages (and not as a penalty). Seller and Purchaser have made the above provision for liquid damages because it would be difficult to calculate, on the Acceptance Date, the amount of actual damages for such breach, and that these sums represent reasonable compensation to Seller for such breach. In the event that the Earnest Money is delivered to Seller as provided herein, upon the return or delivery of the same, the parties hereto shall have no further rights, obligations, or liabilities with respect to each other hereunder, except for such obligations which expressly survive termination as provided herein.
20. Notices. Any notices or deliveries that may be permitted or required hereunder shall be in writing, shall include a copy to all parties listed in this Section 20, and shall be deemed to have been duly given as the date and time that same are: (i) hand delivered; (ii) three (3) days after notice is deposited with the United States Postal Service, Certified Mail, return receipt requested, postage prepaid, and addressed to the parties hereto at the addresses below, or such other addresses as the parties hereto shall from time to time designate to the others by notice in writing and herein provided; or (iii) immediately, if sent via facsimile during regular business hours or at 8:30 a.m. local time on the next business day following an after business hours, weekend, or holiday transmission, provided that receipt of such facsimile is verified by the sender and followed by a notice sent in accordance with one of the other provisions of this Section 20. If any notice or performance date shall be required to be performed on a weekend or legal holiday, then such date automatically shall be extended until 5:00 p.m. Eastern Standard Time on the next regular business day.

Seller: Fine Home, Inc.
Attn: Vincent Destaso

with copy to: _____

Facsimile: _____

Purchaser: Barry Clarke
2162 Westrivers Rd.
Charleston, SC 29412
Facsimile: 843.762.7557

with copy to: Ashley G. Andrews, Esq.
544 Savannah Hwy
Charleston, SC 29407
Facsimile: 843.377.0111

21. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of South Carolina, and the parties hereto specifically

agree to submit to and be bound by the jurisdiction of the courts, either federal or state, of the State of South Carolina. Venue for any action brought to enforce this Exchange Agreement shall lie in Charleston County, South Carolina.

22. Time. Time is of the essence of each provision of this Agreement.

23. Facsimile and Other Electronic Means: The Parties agree that this Agreement and any addendum hereto, may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and 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.

24. Entire Agreement. This Agreement (including the attached Exhibits and any documents incorporated herein by reference) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings, whether written or oral, which the Parties may have had relating to the subject matter hereof. No modification, alteration, or waiver of any term, condition, or covenant of this Agreement shall be valid unless in writing signed by both parties.

25. Severability. If any term, provision, or any portion thereof, of this Agreement is held to be invalid, void or otherwise unenforceable, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have entered into this Agreement for Purchase and Sale of Real Property effective as of the date it is fully executed by all parties hereto.

SELLER:

Fine Homes, Inc.

Witness

By: Vincent Destaso
Its: _____

PURCHASER:

Witness

Barry Clarke

Escrow terms acknowledged and agreed to by Catherine E. LaFond, PA, Escrow Agent and Escrow Agent acknowledge receipt of the Earnest Money in the amount of \$50,000.00

Witness

Catherine E. LaFond, PA, Escrow Agent
By: _____

6
135

Clarke 000135 469

EXHIBIT A
LEGAL DESCRIPTION

ALL that piece, parcel or tract of land situate, lying and being in Charleston County, South Carolina, known and designated as "Tract AB, 1.610 Acres, Property of Group Investment Company, Inc., TMS 466-16-00-00-011" on a plat entitled, "Plat Showing TMS 466-16-00-011, Being Sub-divided into Tracts 'AB' and 'AB.1,' Property of Group Investment Company, Inc., located North Charleston Public Service District, Charleston County, S.C.," made by Davis & Floyd, Inc., dated January 19, 1989 and recorded in the RMC Office for Charleston County in Plat Book CE, Page 116; said tract having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

BEING the same property conveyed to Fine Housing, Inc. by deed of RRJR, LLC dated December 2, 2013 and recorded December 9, 2013 in the RMC Office for Charleston County in Book 0377 at Page 843.

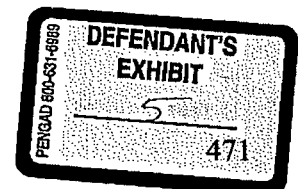
TMS No. 466-16-00-011

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is made by and between FINE HOUSING, INC., a New York corporation ("Seller") and Barry Clarke, or his assigns ("Purchaser"), as of the Acceptance Date as hereinafter defined. The Seller and Purchaser may be referred to herein individually as "Party" or collectively as "Parties."

For and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the following described property (the "Property"):
 - 1.1. Land. That certain tract of land (the "Land") consisting of approximately 1.610 acres and located in the North Charleston Public Service District and known as 2028 Pittsburgh Avenue, N. Charleston, South Carolina, being more particularly described in Exhibit A attached hereto and incorporated herein by reference.
 - 1.2. Improvements. All improvements ("Improvements") in and on the Land.
 - 1.3. Tangible Personal Property. All of Seller's right, title and interest in all appliances, fixtures, equipment, machinery, furniture, carpets, and other personal property located on or about the Land and the Improvements.
2. Purchase Price. The purchase price ("Purchase Price") for the Property shall be Six Hundred Fifty Thousand and No/100 (\$650,000.00) Dollars.
3. Earnest Money, Escrow Agent and Escrow Agreements. Purchaser shall pay by check to the Escrow Agent listed below the sum of Fifty Thousand and No/100 (\$50,000.00) Dollars ("Earnest Money") within two (2) days of the Acceptance Date. The Earnest Money shall be held by Catherine E. LaFond, PA, the "Escrow Agent," in a non-interest bearing account. The Earnest Money shall be applied as partial payment of the Purchase Price at Closing or as otherwise provided for herein. Prior to any disbursement by Escrow Agent other than at Closing or as provided in Section 19 below, Escrow Agent shall notify the parties hereto of Escrow Agent's intent to disburse. If Escrow Agent has not received a written objection to such disbursement within five (5) days after such notice, then the making of such disbursement shall discharge Escrow Agent of all further duties and liabilities hereunder. If any party disputes the proposed disbursement and Escrow Agent is unable to resolve the dispute to the Escrow Agent's satisfaction, then Escrow Agent may interplead such Earnest Money with the Clerk of Court of Common Pleas for Charleston County, South Carolina, and upon notifying both the Purchaser and Seller of such action, all duties of the Escrow Agent under the terms of this Agreement shall terminate, except to the extent of accounting for such escrow funds. The parties agree that it shall not constitute a conflict of interest for the Escrow Agent to represent one of the parties in connection with this Agreement. The parties agree that Escrow Agent shall not be liable for anything which it may do or refrain from doing in connection herewith, provided that it acts in good faith, and without gross negligence, willful neglect or intentional breach of this Agreement. In the event that the Escrow Agent becomes involved in litigation relating to the Earnest Money, the non-prevailing Party shall be responsible for the payment of the Escrow Agent's reasonable attorney's fees and expenses and for the reasonable attorney's fees and expenses for the prevailing Party. The Earnest Money shall remain in the control of the Escrow Agent until consummation or termination of the sale transaction as contemplated in this Agreement. Purchaser and Seller will indemnify and hold the Escrow Agent harmless from any claims by them relating to the actions of Escrow Agent done in good faith while acting as Escrow Agent under the terms of this Agreement.
4. Acceptance Date. The date of this Agreement ("Acceptance Date") is the date that this Agreement has been fully executed by all parties hereto.



5. Existing Title Issues. The parties acknowledge that there are outstanding issues affecting the marketability of title to the Property. Purchaser shall have a preliminary title examination completed for the Property within thirty (30) days of the Acceptance Date. Purchaser shall then, within five (5) days of receipt of the results of the Title Search, provide Seller with a written notice of such items affecting title to which Purchaser objects. Seller shall then have the opportunity to cure such objections and provide proof of each cure to Purchaser within five (5) days of said cure. Seller shall have an obligation to use its best efforts to cure each and every title objection revealed by the preliminary title examination in a timely manner. Purchaser and Seller agree that if such objections are not cured within two (2) calendar years, that Purchaser may terminate this Agreement and be refunded the Earnest Money and any other amounts paid by Purchaser.
6. Inspection. Purchaser shall have one hundred twenty (120) days from the date the last preliminary title objection is cured to inspect the Property ("Inspection Period"). During the Inspection Period, Purchaser, at Purchaser's expense and discretion, may (i) approve or disapprove a commitment for the issuance of an Owner's Policy of Title Insurance; (ii) conduct a survey of the Property, (iii) obtain a commitment for financing the purchase of the Property, such financing to be accepted in the Purchaser's sole discretion; (iv) conduct economic and feasibility studies to determine, in the Purchaser's sole discretion, if the Property is feasible for Purchaser's intended use; (v) confirm zoning for the Property; (vi) obtain the necessary permits for any improvements to the Property necessary for Purchaser's intended purpose and any other required governmental approvals for the development of the Property for Purchaser's intended use; confirm the availability of utilities; (vii) and conduct such other investigations as the Purchaser, in Purchaser's sole discretion, shall determine to be necessary or appropriate. If Purchaser determines, for any reason or no reason, that the Property is not suitable for its purposes, Purchaser shall have the right to terminate this Agreement by written notice to Seller given on or prior to the expiration of the Inspection Period and have the Earnest Money refunded. The Inspection Period may be extended for up to two (2) thirty (30) day periods (the "Inspection Extension(s)") upon the delivery on or before the then-applicable date of expiration of the Inspection Period by the Purchaser to the Escrow Agent of Five Thousand and No/100 (\$5,000.00) Dollars, which amount shall be non-refundable except in the event of Seller default and to be applicable towards the amount of the Purchase Price, for each Inspection Extension exercised by Purchaser.
7. Seller Deliveries. Within five (5) days of the Acceptance Date, Seller shall deliver to Purchaser copies of the following, if any, in Seller's possession ("Seller Deliveries"): (i) copies of any title insurance policies, commitments and title exception documents; (ii) copies of any surveys, plats, tax maps and site plans; (iii) copies of all environmental reports and soil reports; (iv) copies of any zoning certificates; (v) copies of any letters regarding the availability of utilities; (vi) copies of any and all leases affecting the Property; (vii) any geotechnical reports; and (viii) copies of any and all third party approvals or restrictions applicable to the Property. Seller shall make available to Purchaser for review, at a mutually convenient time, any additional documents pertaining to the Property in Seller's possession.
8. Second Title Examination and Survey Objections. During the Inspection Period, Purchaser shall have a second title examination of the Property performed. Thereafter, Purchaser shall not be required to give notice of objection to liens, mortgages, or other items which may be satisfied by payment at Closing and Seller shall have the obligation to remove any liens which may be removed solely by the payment of money at Closing. In the event the Purchaser disapproves of any particular title or survey item, the Purchaser shall provide to Seller written notice during the Inspection Period of each item in which Purchaser disapproves. Within thirty (30) days after receipt of Purchaser's notice of objection, Seller shall either (i) cure Purchaser's objection to such item; or (ii) if Seller elects not to cure such objection, then Seller must notify Purchaser of such inability or unwillingness to cure in writing. In the event that Seller elects no to cure such objections, then Purchaser shall notify Seller within ten (10) days following Purchaser's receipt of Seller's written election not to cure as to whether Purchaser intends to either: (i) waive the particular objection and continue under the terms of this Agreement, provided that the Purchase Price shall be reduced by an amount equal to the diminution in value associated with the uncured objection; or (ii) terminate this Agreement and be refunded the Earnest Money and any other amounts paid by Purchaser.

9. Closing Date/Closing. The closing (the "Closing" or the "Closing Date") shall be held at the office of the Purchaser's attorney on or before the earlier of the following: (i) forty-five (45) days after the expiration of the Inspection Period and (ii) fifteen (15) days after Purchaser notifies Seller in writing of Purchaser's intent to close. Under mutual agreement of the Parties, the Closing may occur on a sooner date. The Closing Date may be extended for up to two (2) thirty (30) day periods ("the Closing Extension(s)") upon delivery on or before the then-applicable Closing Date by the Purchaser to the Escrow Agent of Five Thousand and No/100 (\$5,000.00) Dollars, which is non-refundable except in the event of Seller default and to be applicable towards the amount of the Purchase Price, for each Closing Extension exercised by Purchaser.
10. Seller's Deliveries at Closing. At closing, Seller shall deliver to Purchaser a General Warranty Deed executed by Seller and conveying the Property to Purchaser subject only to easements, reservations, rights of way, restrictive covenants of record, governmental statutes, ordinances, zoning, and regulations, and ad valorem property taxes not yet due and payable. Seller shall also deliver such other documents as may be reasonable and necessary in the opinion of the Purchaser or its counsel to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.
11. Purchaser's Deliveries at Closing. At Closing Purchaser shall deliver to Seller the balance of the Purchase Price in certified and immediately available funds.
12. Closing Costs. Seller shall provide or pay for the preparation of the deed and customary Seller affidavits and certifications, any deed transfer taxes, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of satisfactions and property taxes to the day of closing Property.
- Purchaser shall pay the cost of recording the deed, property insurance, appraisal, survey, cost of obtaining loan, title examination, escrow deposits, and prepaid expenses for the Property.
- Any other closing costs shall be adjusted in accordance with local custom for Charleston County, South Carolina. Except as otherwise provided for herein, each Party shall be responsible for his/its own attorney's fees.
13. Prorations and Taxes. Except as otherwise provided herein, all rents, income, utilities, and all other operating expenses and income with respect to the Property, if any, for the month in which the Closing occurs, shall be prorated as of the Closing Date. Subsequent to the Closing, if any such item are actually paid or received, Purchaser and Seller agree to make appropriate adjustments after the Closing. Real estate and personal property taxes and other assessments with respect to the Property for the year in which Closing occurs shall be prorated as of the Closing Date. Property tax pro-rations pursuant to this Agreement are to be based on the most recently tax assessment issued by Charleston County. The payment of roll-back taxes, if any, shall be the responsibility of the Seller. The prorations described in this Section 13 shall be final at Closing.
14. Authority. Any individual executing this Agreement on behalf of a corporation, limited liability company, partnership, limited partnership, trust, estate, or in any other representative capacity: (a) represents and warrants that s/he has been duly authorized to execute and deliver this Agreement as a representative of the party for whom such individual is acting, and that such party has the power and authority to enter into and perform its obligations pursuant to this Agreement; and (b) agrees to deliver to the other party or parties, upon request, appropriate evidence of the existence, power, and authority of the party for whom such individual is acting.
15. Condition of Property. Seller warrants that at Closing the Property will be in the same condition as it is on the Acceptance Date, normal wear and tear excepted, and that Seller neither will do nor will suffer to be done anything that will affect the use of the Property except as otherwise provided in this Agreement. Nevertheless, should the Property be destroyed or substantially damaged in Purchaser's reasonable opinion either physically or through condemnation (or threat thereof) before Closing, then at the election of Purchaser:

(i) Purchaser may void this Agreement; or, (ii) Purchaser may consummate this Agreement and receive such insurance Proceeds or condemnation awards (if any) that are paid.

16. No Other Agreements. From and after the Acceptance Date, Seller hereby agrees that Seller shall not enter into any other agreements to sell, lease, or otherwise convey the Property or any interest in the Property.
17. Purchaser's Option to Lease Property. The parties acknowledge that if the Property is vacant that it may affect Purchaser's ability to obtain permits and licenses, namely alcohol beverage licensing. For that reason, if the current tenant vacates the Property, Purchaser shall have the option to lease the Property according to the terms of Exhibit B attached hereto and incorporated herein by reference.
18. Successors. This Agreement shall bind and inure to the benefit of the Parties and their respective heirs, executors, representatives, successors, and assigns. Purchaser reserves the right to assign his rights under this Agreement.
19. Termination. If this Agreement is terminated by Purchaser pursuant to the terms of this Agreement (including, without limitation, pursuant to Sections 5, 6, and 8 hereof), the Earnest Money will be refunded by the Escrow Agent to purchaser without further action by or notice to either party within two (2) business days following Escrow Agent's receipt of Purchaser's written notice of termination, and neither party shall have any further obligations under this Agreement except with respect to the obligations that expressly survive termination as provided herein.
20. Default. If Seller breaches this Agreement, Purchaser shall be entitled to the immediate return of the Earnest Money and Purchaser may pursue any and all legal and equitable remedies available to Purchaser, including specific performance. If Purchaser breaches this Agreement, Seller may, as Seller's sole remedy and relief hereunder, terminate this Agreement and thereupon be entitled to receive the Earnest Money as liquidated damages (and not as a penalty). Seller and Purchaser have made the above provision for liquid damages because it would be difficult to calculate, on the Acceptance Date, the amount of actual damages for such breach, and that these sums represent reasonable compensation to Seller for such breach. In the event that the Earnest Money is delivered to Seller as provided herein, upon the return or delivery of the same, the parties hereto shall have no further rights, obligations, or liabilities with respect to each other hereunder, except for such obligations which expressly survive termination as provided herein.
21. Notices. Any notices or deliveries that may be permitted or required hereunder shall be in writing, shall include a copy to all parties listed in this Section 21, and shall be deemed to have been duly given as the date and time that same are: (i) hand delivered; (ii) three (3) days after notice is deposited with the United States Postal Service, Certified Mail, return receipt requested, postage prepaid, and addressed to the parties hereto at the addresses below, or such other addresses as the parties hereto shall from time to time designate to the others by notice in writing and herein provided; or (iii) immediately, if sent via facsimile during regular business hours or at 8:30 a.m. local time on the next business day following an after business hours, weekend, or holiday transmission, provided that receipt of such facsimile is verified by the sender and followed by a notice sent in accordance with one of the other provisions of this Section 20. If any notice or performance date shall be required to be performed on a weekend or legal holiday, then such date automatically shall be extended until 5:00 p.m. Eastern Standard Time on the next regular business day.

Seller: Fine Home, Inc.
Attn: Vincent Destaso

with copy to:

Facsimile: _____

Facsimile: _____

Purchaser: Barry Clarke
2162 Westrivers Rd.
Charleston, SC 29412
Facsimile: 843.762.7557

with copy to: Ashley G. Andrews, Esq.
544 Savannah Hwy
Charleston, SC 29407
Facsimile: 843.377.0111

22. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of South Carolina, and the parties hereto specifically agree to submit to and be bound by the jurisdiction of the courts, either federal or state, of the State of South Carolina. Venue for any action brought to enforce this Exchange Agreement shall lie in Charleston County, South Carolina.
23. Time. Time is of the essence of each provision of this Agreement.
24. Facsimile and Other Electronic Means: The Parties agree that this Agreement and any addendum hereto, may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and 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.
25. Confidentiality. Notwithstanding Section 26 below, without the prior written consent of the other party, neither Seller nor Purchaser will disclose to any person or entity, other than their legal counsel, a proposed lender, or other agents with a need to know such information, the terms or conditions of this Agreement.
26. Memorandum of Agreement. The parties agree to execute a memorandum of this Agreement in recordable form, and to cause the recordation of the same in the RMC Office for Charleston County, memorializing this Agreement.
27. Entire Agreement. This Agreement (including the attached Exhibits and any documents incorporated herein by reference) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings, whether written or oral, which the Parties may have had relating to the subject matter hereof. No modification, alteration, or waiver of any term, condition, or covenant of this Agreement shall be valid unless in writing signed by both parties.
28. Severability. If any term, provision, or any portion thereof, of this Agreement is held to be invalid, void or otherwise unenforceable, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have entered into this Agreement for Purchase and Sale of Real Property effective as of the date it is fully executed by all parties hereto.

SELLER:

Fine Homes, Inc.

Date: _____

Witness _____

By: Vincent Destaso

Its: _____

PURCHASER:

Witness

Barry Clarke

Date:

Escrow terms acknowledged and agreed to by Catherine E. LaFond, PA, Escrow Agent and Escrow Agent acknowledge receipt of the Earnest Money in the amount of \$50,000.00

Witness

Catherine E. LaFond, PA, Escrow Agent
By: _____

Date:

EXHIBIT A
LEGAL DESCRIPTION

ALL that piece, parcel or tract of land situate, lying and being in Charleston County, South Carolina, known and designated as "Tract AB, 1.610 Acres, Property of Group Investment Company, Inc., TMS 466-16-00-00-011" on a plat entitled, "Plat Showing TMS 466-16-00-011, Being Sub-divided into Tracts 'AB' and 'AB.1,' Property of Group Investment Company, Inc., located North Charleston Public Service District, Charleston County, S.C.," made by Davis & Floyd, Inc., dated January 19, 1989 and recorded in the RMC Office for Charleston County in Plat Book CE, Page 116; said tract having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

BEING the same property conveyed to Fine Housing, Inc. by deed of RRJR, LLC dated December 2, 2013 and recorded December 9, 2013 in the RMC Office for Charleston County in Book 0377 at Page 843.

TMS No. 466-16-00-011

EXHIBIT B
LEASE FOR COMMERCIAL PROPERTY

THIS LEASE FOR COMMERCIAL PROPERTY, made and entered into this ____ day of _____, 201__, by and between Fine Homes, Inc. ("Landlord") and Barry Clarke, or his assigns ("Tenant"). The Landlord and Tenant may be referred to herein individually as "Party" or collectively as "Parties."

For and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Premises and Term. Landlord leases to Tenant the real property known as 2028 Pittsburgh Avenue, N. Charleston, South Carolina, being more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all improvements thereon, and all rights, and appurtenances thereto, for a term beginning on the ____ day of _____, 201__, and ending two (2) calendar years from said date. If this lease is still in full force and effect on the date of expiration of the then current term and Tenant has not defaulted in the fulfillment of its obligations pursuant to this lease, Tenant shall have the option to extend the term of this Lease for two (2) successive periods of two (2) calendar years.
2. Rent. Tenant agrees to pay Landlord as rent Seven Hundred Fifty and No/100 (\$750.00) Dollars per month, in advance, commencing on the ____ day of _____, 201__, and on the first (1st) day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated on a per diem basis. Any Rent or other payments due hereunder which are not received by Landlord within ten (10) days following the date specified herein, shall be subject to a late charge of ten (10%) percent of the amount then due, compounded monthly, and shall be deemed to be additional rent due hereunder.
3. Assignment and Subletting. No assignment or subletting shall be effective without the prior written consent of Landlord, which consent shall not be unreasonably withheld.
4. Insurance. Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. To the extent permitted by their policies, Landlord and Tenant waive all rights of recovery against each other.
5. Liability for Damage. Each Party shall be liable to the other for all damage to the property of the other negligently, recklessly, or intentionally caused by that Party, their agents, employees, or invitees).
6. Tenant Default. Each of the following shall constitute an event of default by Tenant: 1) failure to pay rent when due; 2) failure to observe or perform any duties, obligations, agreements, or conditions pursuant to the terms of this lease; 4) institution of voluntary bankruptcy proceedings by Tenant
7. Notice of Default. Landlord shall give Tenant a written notice specifying the default and giving Tenant ten (10) days in which to cure the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord
8. Landlord Remedies. In the event Tenant has not remedied a default in a timely manner, Landlord may proceed with all available remedies at law or in equity, including but not limited to termination

9. Notices. All payment of rent and notices shall be given to the Parties at the following addresses:

Landlord: Fine Home, Inc.
Attn: Vincent Destaso

with copy to:

Facsimile:

Facsimile:

Tenant: Barry Clarke
2162 Westrivers Rd.
Charleston, SC 29412
Facsimile: 843.762.7557

with copy to: Ashley G. Andrews, Esq.
544 Savannah Hwy
Charleston, SC 29407
Facsimile: 843.377.0111

10. Memorandum of Lease. The parties agree to execute a memorandum of this lease in recordable form, and to cause the recordation of the same in the RMC Office for Charleston County, memorializing this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Lease for Commercial Property as of the date first written above.

Landlord:

Fine Homes, Inc.

Witness

By: Vincent Destaso

Its:

Tenant:

Witness

Barry Clarke

BELK, COBB, INFINGER AND GOLDSTEIN, P.A.

Harry C. Belk (1919-2003)

Dale T. Cobb, Jr.
dtcobb@att.net

Peggy M. Infinger
pinfinger@cobblaw.net

Thomas R. Goldstein
tgoldstein@cobblaw.net

ATTORNEYS AT LAW
2344 COSGROVE AVENUE
CHARLESTON, SC 29405

Mailing Address:
P.O. Box 71121
Charleston, SC
zip 29415-1121
Ph: (843) 554-4291
Fax: (843) 554-5566

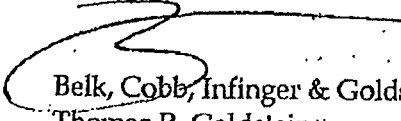
April 13, 2015

Mr. Charles S. Altman
Altman & Coker, L.L.C.
575 King Street
Suite A
Charleston, S. C. 29403

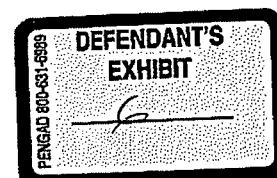
Dear Charlie,

I see that your litigation with Robin Robinson came to an end by consent stipulation of dismissal filed January 9, 2015. As you are aware, my client, Barry Clarke, has a lease. The lease (recorded January 27, 1999, at Deed Book C 319 at Page 791) a copy of which I enclose for your convenience, contains a right of first refusal to purchase the property. We were aware that Robin Robinson was contesting your client's purchase of the property. In her pleadings, she alleged that it was not a sale, but rather collateral to secure a loan. It appears that in light of the January 9th Stipulation of Dismissal, that legal issue has been laid to rest, and there is no longer a challenge to your client claiming he purchased the property from Robin rather than foreclosing on a loan as she raised in her answer in the *Robinson v. Fine Housing, Inc.* (2014-CP-10-1035) case. In the run-up to the *Robinson* case, I sent your client a copy of the lease, and therefore he is aware that the property is subject to my client's right of first refusal. We suspected that we might be drawn in to your litigation as a result of that, but we were not. Under the right of first refusal, we can demand that your client convey the property to us for \$150,001.00. Therefore, we are now exercising our right of first refusal, and we are prepared to tender to your client the sum of \$150,001.00. Please let us know when we can schedule a closing in order to avoid the potential for conflict between us and leave your client with a clear path to liquidating the waterfront property, which is far more valuable. Having been involved in a few adult businesses, I am assuming that your client will be relieved from the responsibility of attempting to monitor the activities of an adult business from a distance. Please look over the enclosed and let me know how you propose to address the right of first refusal. With kind regards, I am

Very truly yours,


Belk, Cobb, Infinger & Goldstein, P.A.
Thomas R. Goldstein

TRG/rt



Fine Housing 000145

08-4249

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT OF BARRY CLARKE

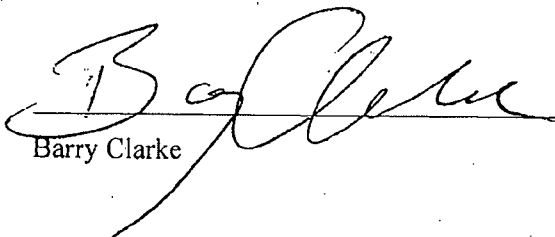
BY JULIE ARMSTRONG
CLERK OF COURT

2010 NOV 23 PM 4:24

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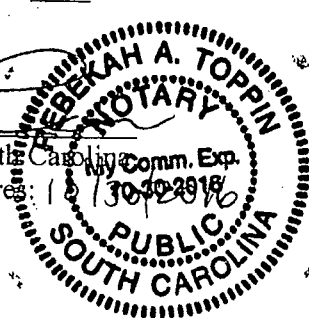
Personally appeared before me, being duly sworn, does depose and say that:

I am the tenant for a parking lot for which I entered into a written lease with the Defendant on January 8, 1999. Thereafter, the Defendant and I developed a disagreement, stemming from our inability to come to terms on another lease for premises located at 2015 Pittsburgh Avenue. When we could not come to terms on the 2015 Pittsburgh Avenue lease, the defendant retaliated by refusing to accept my rent payments for the parking lot and took the position that I had failed to pay the rent. In fact I have always paid the rent on time as copies of the attached checks show. Every month I would bring rent payment to Terry Hill, as manager of Diamonds, located at 2015 Pittsburgh Avenue for approximately 5 years. Always accepted and cashed payments every month though his manager, Terry Hill, until the \$1,000.00 payment in full for the year was paid up front and then the defendant went to great lengths to refuse to accept the rent payments and finally stopped cashing the rent checks. I have always paid the rent on time and have never been in arrearage. The only reason an arrearage exists is because the Defendant has refused to either accept the tender or to cash the check when tendered. Further your deponent sayeth not.


Barry Clarke

Sworn to before me this 19
November 2010


Notary Public for South Carolina
My Commission expires: 12/30/2016



THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

J. C. Nicholson, Jr., Circuit Court Judge

Case No. 2015-CP-10-03038

FILED
2017 NOV -2 AM 11:13
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

Barry Clarke,

Plaintiff/Respondent,

v.

Fine Housing, Inc. and RRJR,
LLC

Defendants

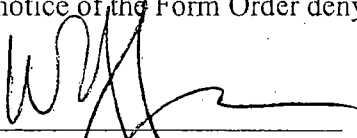
Of which Fine Housing, Inc. is the

Appellant.

NOTICE OF APPEAL

Fine Housing, Inc. appeals the Order of the Honorable J. C. Nicholson, Jr. dated September 28, 2017 and the SCRCR Rule 59(e) motion having been denied by Form Order on October 20, 2017. Appellant received written notice of the Form Order denying the SCRCR Rule 59(e) Motion on October 26, 2017.

October 31, 2017



W. Cliff Moore, III
Kirby D. Shealy III
Adams and Reese LLP
Post Office Box 2285
Columbia, S.C. 29202
P: 803-254-4190
Attorneys for Appellant

Other Counsel of Record:

Thomas R. Goldstein
Belk, Cobb, Infinger and Goldstein, P.A.
Post Office Box 71121
Charleston, S.C. 29415
P: 843-554-4291
Attorneys for Respondent

Ashley G. Andrews
LaFond Law Group, PA
544 Savannah Hwy.
Charleston, SC 29407
P: 843-762-3554

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

J. C. Nicholson, Jr., Circuit Court Judge

Case No. 2015-CP-10-03038

FILED
31 NOV -2 AM 11:13
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

Barry Clarke,

Plaintiff/Respondent,

v.

Fine Housing, Inc. and RRJR,
LLC

Defendants

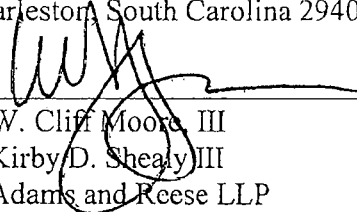
Of which Fine Housing, Inc. is the

Appellant.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Barry Clarke by depositing a copy of it in the United States Mail, postage prepaid, on October 31, 2017, addressed to his attorneys of record, Thomas R. Goldstein, Post Office Box 71121, Charleston, South Carolina, 29415, and Ashley G. Andrews, 544 Savannah Hwy., Charleston, South Carolina 29407.

October 31, 2017



W. Cliff Moore III
Kirby D. Shealy III
Adams and Reese LLP
Post Office Box 2285
Columbia, S.C. 29202
P: 803-254-4190
Attorneys for Appellant

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

J. C. Nicholson, Jr., Circuit Court Judge

Case No.: ²⁰¹⁵2016-CP-10-03038

FILED
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JULIE J. ARISTRONG
CLERK OF COURT
BY

Barry Clarke,.....Respondent/Appellant,

v.

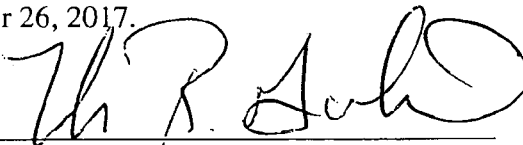
Fine Housing, Inc. and RRJR, L.L.C.
of whom

Fine Housing is the Appellant/Respondent.

NOTICE OF CROSS APPEAL

Barry Clarke cross appeals the Order of the Honorable J. C. Nicholson, Jr., dated September 28, 2017, the final order having been finally decided by Order dated October 20, 2017, received by counsel of record on October 26, 2017.

November 10, 2017



Thomas R. Goldstein, S. C. Bar #2186
Belk, Cobb, Infinger & Goldstein, P.A.
P. O. Box 71121
Charleston, S. C. 29415-1121
(843) 554-4291
tgoldstein@cobblaw.net
Attorneys for respondent/appellant

Other Counsel of Record:

Ashley G. Andrews
LaFond Law Group, P.A.
544 Savannah Highway
Charleston, S. C. 29407
843 762-3554
andrews@lafondlaw.com
Attorneys for respondent/appellant

W. Cliff Moore, III
Adams and Rees, L.L.P.
P. O. Box 2285
Columbia, S. C. 29202
803 254-4190
cliff.moore@arlaww.com
Attorneys for appellant/respondent

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

J. C. Nicholson, Jr., Circuit Court Judge

Case No.: 2016-CP-10-03038
2015

FILED
2017 NOV 14 PM 2:02
JULIE L. ARMSTRONG
CLERK OF COURT
BY _____

Barry Clarke,.....Respondent/Appellant,

v.

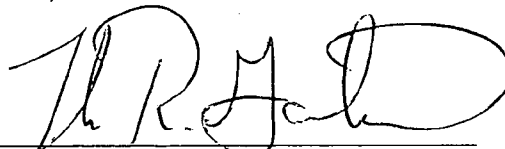
Fine Housing, Inc. and RRJR, L.L.C.
of whom

Fine Housing is the Appellant/Respondent.

CERTIFICATE OF SERVICE

I certify that I served the above Notice of Cross Appeal on the appellant, Fine Housing, Inc., by depositing a copy of it in the United States mail, postage prepaid, on November 10, 2017, addressed to its attorneys of record, W. Cliff Moore, III at Post Office Box 2285, Columbia, South Carolina 29202 this 10th day of November 26, 2017.

November 10, 2017



Thomas R. Goldstein, S. C. Bar #2186
Belk, Cobb, Infinger & Goldstein, P.A.
P. O. Box 71121
Charleston, S. C. 29415-1121
(843) 554-4291
tgoldstein@cobblaw.net
Attorneys for respondent/appellant

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

Respectfully submitted,



W. Cliff Moore, III
Kirby D. Shealy III
Adams and Reese LLP
Post Office Box 2285
Columbia, S.C. 29202
P: 803-254-4190
Attorneys for Appellant/Respondent

May 3, 2018

RECEIVED
MAY 08 2018
SC Court of Appeals