

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor Cornerstone Ministries Investments Inc		Case Number 08-20355-reb
<i>NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property) Metropolitan Christian Methodist Episcopal Church		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim Court Claim Number _____ <i>(If known)</i> Filed on _____
Name and address where notices should be sent c/o Wallace & Watson P C 2626 South Loop West Ste 545 Houston, Texas 77054		
Telephone number (713) 661-3231		
Name and address where payment should be sent (if different from above)		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number		
1 Amount of Claim as of Date Case Filed \$ <u>885 000 00</u> If all or part of your claim is secured complete item 4 below however if all of your claim is unsecured do not complete item 4 If all or part of your claim is entitled to priority complete item 5 <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5 Amount of Claim Entitled to Priority under 11 U.S.C. §507(a) If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B) <input type="checkbox"/> Wages salaries or commissions (up to \$10 950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business whichever is earlier – 11 U.S.C. §507(a)(4) <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507(a)(5) <input type="checkbox"/> Up to \$2 425* of deposits toward purchase lease or rental of property or services for personal family or household use – 11 U.S.C. §507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507(a)(8) <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507(a)(____) Amount entitled to priority \$ _____ <i>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
2 Basis for Claim <u>Fraud/DTPA/</u> (See instruction #2 on reverse side)		
3 Last four digits of any number by which creditor identifies debtor _____ 3a Debtor may have scheduled account as <u>Asset</u> (See instruction #3a on reverse side)		
4 Secured Claim (See instruction #4 on reverse side) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe _____ Value of Property \$ <u>885 000 00</u> Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim if any \$ _____ Basis for perfection _____ Amount of Secured Claim \$ _____ Amount Unsecured \$ _____		
6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7 Documents Attach redacted copies of any documents that support the claim such as promissory notes purchase orders invoices itemized statements of running accounts contracts judgments mortgages and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of redacted on reverse side) DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING If the documents are not available please explain _____		
Date 05/27/2009	Signature The person filing this claim must sign it. Sign and print name and title if any of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney if any.	

FOR FILING ONLY

JUN 02 2009**BMC GROUP**

Penalty for presenting fraudulent claim: Fine of up to \$500 000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 5571.



WALLACE & WATSON, P C
ATTORNEYS AT LAW
2656 S LOOP W, STE 140
HOUSTON, TEXAS 77054
TELE 713-661-3231
FAX 713-661-8212

Sonya O Wallace
Carol L Watson

May 29, 2009

United States Bankruptcy Court
Northern District of Georgia
Office of the US Trustee

Re Cornerstone Ministries Investments, Inc , Case No 08-20355

Dear Trustee

Please find enclosed a "Proof of Claim" by Metropolitan Christian Methodist Episcopal Church (Claimant) which arises out of a claim of fraud and deception. I have attached supplemental documents to support this claim and to establish Cornerstone Ministries Investments, Inc 's (CMI) involvement in the fraudulent and deceptive scheme utilized by its agents/employees to procure funds for related projects that benefited CMI and its affiliated companies.

CMI and/or its officers, employees and agents, specifically Cecil Brooks, Charles "Nick" Howard, Frank Vann and John Ottinger are/were the shareholders and directors of the affiliated companies (Barnabas Investors, Inc , Senior Housing Services, Inc , Samaritan Community Plan of Houston, Inc and Samaritan Ministries, Inc). These companies served as the alter-ego of CMI in the formation of a health maintenance organization in Houston, Texas. There is such unity of interests and ownership that the separate personalities of the corporation(s) and the individual(s) no longer exist. The documents attached to the Claim show that the corporations failed to observe corporate formalities and a commingling of funds between the companies occurred. In addition, the companies operate out of the same office with the same officers and directors. The agents of CMI participate in the same projects with confused lines of authority between them, and they transfer money and other assets between them without proper accounting or consideration. Claimant who dealt with CMI and its affiliated companies were not fully aware of the distinction between the companies. The agents and employees promoted this confusion. CMI and/or its officers, employees and agents deliberately mislead Claimant concerning the identity and responsibilities of CMI, its agents/employees and the affiliated companies.

Page 2
Metropolitan Church Claim
May 29, 2009

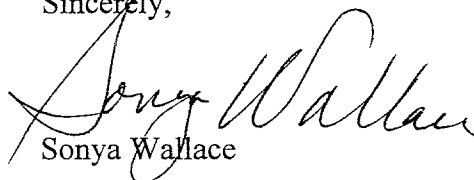
The supplemental documents will further show that CMI took a first lien on Claimant's property for the sum of \$530,949.00. At "closing" Claimant received \$497,434.50 after costs and expenses were paid. The entire sum received by Claimant were wired to Barnabas Investors, Inc. at the request of CMI for the purpose of creating a health maintenance organization (HMO). Claimant's funds were not used to promote an HMO, but was immediately disbursed by the agents/employees of CMI (Frank Vann and Charles "Nick" Howard) to Senior Housing Services, Inc. and Universal Healthcare Integrated, Inc., in an effort to minimize their risk and replace monies expended on the health maintenance organization project. Full disclosure of this transaction was not authorized by the board of directors and is not evident in the corporate records.

No bank account for Barnabas Investments, Inc. was ever opened until the proceeds of Claimant's loan from CMI were paid. Barnabas did not have adequate capitalization, and full disclosure of the company's status was not provided to Claimant. CMI and its agents intentionally and deliberately misled Claimant and lured Claimant into a transaction for the sole benefit of CMI and its agents/employees.

The payment history of CMI shows that four payments were made on Claimant's Loan No. 10033. Claimant contends that all payments were made by CMI and/or its officers, employees, agents or one of the affiliated companies. Claimant has made no payments on the loan. CMI agents assured Claimant that all payments would be taken care of and the property would be released in 2005 upon its maturity date. The property is now a part of the assets listed in CMI's bankruptcy. The agents/employees of CMI were fraudulently manipulating monies and files in an effort to promote outside projects such as the one involving the HMO scheme. CMI has represented to counsel for Claimant, through document production, that the note has been forgiven in whole or in part, however no release of lien was ever received for filing in the deed records of Harris County, Texas from CMI.

The circumstances of CMI's involvement as a separate entity from the affiliated companies and the individuals was a fiction and in fact was a design and scheme to promote fraud and other injustices against Claimant. CMI, the affiliated companies and the individuals were a single business enterprise.

Sincerely,



Sonya Wallace

**TABLE OF CONTENTS AND DESCRIPTION
OF SUPPORTING DOCUMENTS**

- 1 First Amended Complaint
- 2 Settlement Statement
- 3 Secured Real Estate Note executed on July 12, 2004 by Metropolitan
Christian Methodist Episcopal Church (Metropolitan CME Church)
- 4 Unity National Bank Wire Transfer Request by W Edward Lockett of
Metropolitan Methodist CME Church
- 5 Cornerstone Ministries Investments Loan Statement Report dated 2/10/09
showing a payment history for Metropolitan CME Church – PLEASE NOTE
THAT ALL PAYMENTS WERE MADE BY OR THROUGH AGENTS OF
CORNERSTONE NO PAYMENTS MADE BY METROPOLITAN CME
CHURCH
- 6 Facsimile from Nick Howard as agent of Cornerstone Ministries Investments,
Inc (CMI) to Reverend Lockett
- 7 Facsimile dated June 28, 2005 from Nick Howard of Senior Housing Services
Inc to BD Church concerning a transfer to CMI for the payment of
Metropolitan CME church interest payment in the amount of \$45,676 16
- 8 Facsimile dated June 28, 2005 from TJ Turner of BDChurchDe@aol.com
confirming the transfer of \$45,676 16 as an “ach from Senior Housing
Services (SHS) as loan payment for Metro CME – Loan 10033
- 9 Regions Bank Statement for Cornerstone Ministries Investments dated
1/31/06
- 10 Regions Bank Checks showing payment of \$214 05 to Barnabas Investor’s
Inc by CMI along with a deposit slip from CMI
- 11 Memo dated January 15, 2004, from Nick Howard as agent of Senior Housing
Services to Jack Ottinger agent of CMI concerning incorporation of Samaritan
or Barnabas
- 12 Letter dated July 16, 2004 from Fran Hodges, Commercial Loan
Administrator of Regions Bank to Frank S Vann of Cornerstone Ministries
concerning the opening of the Barnabas, Inc account

- 13 Regions Bank signature card dated 7/15/2004 for the Barnabas, Inc account listing Charles "Nick" Howard and Frank S Vann (agents of CMI) as signators
- 14 Regions Bank Certificate of Resolution listing Barnabas Investors, Inc at same address as CMI, and providing that Charles "Nick" Howard and Frank Vann were board of directors for Barnabas Investors, Inc
- 15 Senior Housing Services Wiring Instructions indicate same address as Barnabas Investors, Inc and CMI
- 16 Barnabas Investors, Inc facsimile sheet indicate same address as Senior Housing Services and CMI
- 17 Facsimile from Frank Vann as agent of Barnabas Investors, Inc to Fran Hodges
- 18 Facsimile from Barbara Byrd as agent of Cornerstone Group to Iris Johnson of Barnabas Investors, Inc dated August 27, 2004
- 19 Facsimile form Nick Howard dated 1/4/05 indicating that part of their goals is to "begin a regular repayment schedule to CMI for the loan given to Metropolitan CME Church
- 20 Investment Entity Service Agreement Scenario showing Cornerstone Ministries Investments, Inc (CMI) owning 50 percent of investment in Barnabas Inc 's
- 21 Letter dated January 25, 2005 from Benjamin Woods of Universal Healthcare Integrated, Inc describing Cornerstone's involvement in the plan of Barnabas, Inc
- 22 E-mail from Frank Vann to Regions Bank agent, Frances Hodges authorizing wire transfer of Claimants funds to Senior Housing Services And Universal Healthcare Integrated, Inc
- 23 Email from Frank Vann providing additional authority for transfer by Charles Howard
- 24 Regions Bank Statement for Barnabas Investors, Inc indicating a zero balance on July 15, 2004

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

United States Courts
Southern District of Texas
FILED

MAY 13 2009

Michael N. Milby, Clerk of Court

Metropolitan Christian Methodist Episcopal Church
Plaintiff

Civil Action No
4 08-cv-02797

v

Barnabas Investors, Inc , et al Defendant

REMOVED FROM

CAUSE NO 200841574

METROPOLITAN CHRISTIAN	*	IN THE DISTRICT COURT OF
METHODIST EPISCOPAL CHURCH	*	
Plaintiff	*	
	*	
V	*	HARRIS COUNTY, TEXAS
	*	
BARNABAS INVESTORS, INC ,	*	
CECIL BROOKS, JOHN T	*	
OTINGER, JR , NICK HOWARD,	*	
CHARLES HOWARD, FRANK VANN,	*	
BRIAN E WOODS, BENJAMIN	*	
WOODS, M D , IRIS JOHNSON	*	
Defendants	*	157TH JUDICIAL DISTRICT

FIRST AMENDED COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT

1 METROPOLITAN CHRISTIAN METHODIST EPISCOPAL CHURCH,
complains of the Defendants, BARNABAS INVESTOR'S INC , CECIL BROOKS,
JOHN T OTINGER, JR , NICK HOWARD, CHARLES HOWARD, FRANK VANN,
BRIAN E WOODS, BENJAMIN WOODS, M D , IRIS JOHNSON SENIOR
HOUSING SERVICES, INC , and UNIVERSAL HEALTHCARE INTEGRATED, INC
The Plaintiff further petitions the Court pursuant to the Texas Insurance Code, Chapter

843 and 20A, Section 38 001 and 41 003 of the Texas Civil Practice & Remedies Code, and Section 17 505 of the Texas Business and Commerce Code, hereinafter referred to as the Texas Deceptive Trade Practices Act In support of this complaint, plaintiff shows as follows

2 The Plaintiff, METROPOLITAN CHRISTIAN METHODIST EPISCOPAL CHURCH (hereinafter referred to as Plaintiff) is a non profit organization, with its principal place of business located in Houston, Harris County, Texas 77221

3 Defendant, BARNABAS INVESTOR'S, INC (' Barnabas"), a Texas corporation, has appeared and answered herein through their attorney of record, Forrest Wynn

4 Defendant, Cecil Brooks, ("Brooks"), has appeared and answered herein through his attorney of record, Forrest Wynn

5 Defendant, John T Otinger Jr ("Otinger") has appeared and answered herein through his attorney of record, Forrest Wynn

6 Defendant, Nick Howard ("Howard") has appeared and answered herein through his attorney of record, Forrest Wynn

7 Defendant, Charles Howard aka Nick Howard ('Howard") has appeared and answered herein through his attorney of record, Forrest Wynn

8 Defendant, Frank Vann ("Vann") has appeared and answered herein through his attorney of record, Forrest Wynn

9 Defendant, Brian E Woods, ("Woods") has appeared and answered herein with an assisting attorney Tony Alam

10 Defendant Benjamin Woods, MD (“Dr Woods”) has appeared and answered herein with an assisting attorney Tony Axiom

11 Defendant, Iris Johnson, (“Johnson”) has appeared and answered herein with an assisting attorney Tony Axiom

12 Defendant, Senior Housing Services, Inc (“SHS”), a corporation doing business in the State of Texas, and whose principal office is located at 350 N Saint Paul St, Dallas, Texas 75201 and can be served through their registered agent, C T Corporation System, 350 North St Paul St, Dallas, Texas 75201

13 Defendant, Universal Healthcare Integrated, Inc (‘UHI’), a corporation doing business in the State of Texas, and whose principal office is located at 1349 West Peachtree, Suite 950, Atlanta, Fulton County, Georgia 30309 and can be served through their registered agent, Benjamin Woods, MD at his place of business, 315 Blvd, N E Atlanta, Georgia 30312

14 This matter was removed by Defendants from the state court based upon diversity Plaintiff contends that complete diversity is not shown due to the fact that Defendant Barnabas Investors, Inc is a Texas corporation

15 Venue is proper in Harris County because the alleged acts and practices occurred in Harris County, Texas The Defendants were doing business in Harris County, Texas The Plaintiff’s place of business is located in Harris County, Texas

16 On or about November of 2003, Wallace Edward Lockett, pastor for the Metropolitan CME Church was approached by Defendants with a proposal for the church to become part of a health maintenance organization (HMO) program implemented by Defendant Brooks, the CEO of Cornerstone Ministries Investment, Inc (hereinafter

referred to as “Cornerstone”), and Defendant Howard (President of Senior Housing Services, Inc and director of Barnabas Investors, Inc) Barnabas and SHS utilized the same address as Cornerstone

17 Defendants Vann and Otinger were agents/employees of Cornerstone They were also authorized by Defendant Brooks and Howard to make transactions on behalf of Barnabas and SHS

18 The Defendants Brooks, Howard, Johnson, and Dr Woods held a meeting in Houston, Texas on or about November 19, 2003 for the purpose of engaging faith based organizations to become a part of the HMO as an investor and subscriber to the HMO health plan Brooks, Howard, and SHS were listed as the “investors” of the proposed HMO Whereas Defendants Johnson and Dr Woods offered information on health care management

19 The HMO was to be operated by Defendant Barnabas The purpose of Barnabas was to form an entity to serve as a vehicle for funding the development of its own health plans (to be named Samaritan Community Plans) and community outreach programs These Samaritan Community Plans were to be developed and managed by UHI Barnabas proposed its initial health plan would be in Houston Texas

20 Plaintiff would benefit through the program by having the opportunity to provide health services to its church members through the HMO

21 Defendants Brooks, Otinger, Howard, and Vann utilized their authority as agents and employees of Cornerstone to lure Plaintiff into a transaction that it would not have otherwise participated in

22 Plaintiff believed that Cornerstone was a reputable and trustworthy company and had previously provided financing for Plaintiff's development projects

23 Defendants utilized this prior relationship between Cornerstone and Plaintiff to induce Plaintiff to provide monies to a project that Plaintiff believed was governed and operated by Cornerstone when in fact, it was governed and operated by the Defendants personally, and would benefit the Defendants individually

24 The real estate transactions were financed through Cornerstone, so that the Defendants could govern the proceeds and the repayment of the financial transactions, and at the same time give the illusion that Cornerstone was heading the project and was operating with Plaintiff and others to create the HMO

25 In January of 2004, Plaintiff received a 'Prospectus' from the Defendants whereby Barnabas would sell shares of common stock to possible investors to create capital to start the HMO All funds were to be held in an escrow account at Capitol City Bank & Trust Company until 5005 shares of stock had been sold If the stock was not purchased all payments deposited would be refunded Plaintiff executed a purchase agreement to buy 1005 shares of Class A common stock at \$100 00 per share totaling \$100,500 00

26 Plaintiff never received an acceptance from Barnabas concerning his offer to purchase Plaintiff never received any shares of stock The initial shares required were not sold, and funds were expended by Defendants and not refunded in accordance with the agreement Defendants misused and misappropriated monies to their personal use

27 Barnabas and the other Defendants intentionally and deliberately misled the Plaintiff. Defendants knew or should have known that certain terms of the Prospectus were false and misleading. The Defendants deliberately made untrue statements of material fact and/or omitted facts necessary in order to make the statements made not misleading in connection with the offer and/or sale of the shares.

28 UHI was created and incorporated on April 23, 2003. Dr. Woods, Brian Woods, and Iris Johnson (agents/employees of UHI) provided false information concerning the viability of the business UHI. The prospectus indicated that the business had been operating for over 10 years. In fact, it was a newly created corporation.

29 Specifically, the Prospectus provided false and misleading information concerning the credibility of the companies that would be involved in the initial creation and operation of the HMO, the feasibility and viability of the project, the proposed use of the net proceeds from the sale of the shares, the number of shares being offered and outstanding.

30 In June of 2004, the Defendants Brooks, Howard, Otinger, and Vann initiated a loan through Cornerstone to refinance certain real property owned by Plaintiff to procure monies to help start the HMO. The Defendants would make the payments on the loan, and the Plaintiff was assured that prior to the maturity of the balloon note in July of 2005, the loan would be paid, and the property would be released.

31 Although Plaintiff was the obligor on the note, he was assured by Defendants Brooks, Howard, Otinger, and Vann (Cornerstone agents/employees) that all payments on the loan would be made.

32 On or about July 23, 2004, the entire funds from the closing totaling \$497,434.50 were wired to Barnabas Investors, Inc. through Regions Bank. Barnabas utilized the same address as Cornerstone for its business operation. It deceived Plaintiff in believing that Cornerstone owned and operated Barnabas Investors, Inc. As of this date, the Defendants, Barnabas, Brooks, Howard, Vann and Otinger have defaulted on the repayment of the loan.

33 At the time of Plaintiff's loan, all of the Defendants knew that the project was not moving forward. Defendants Barnabas, SHS, Brooks, Howard, Otinger, and Vann had failed to raise the necessary capital needed for the proposed HMO.

34 UHI, headed by Dr. Benjamin Woods, was a healthcare management company that was retained by SHS to establish a network of health care providers to provide medical services and provide administrative assistance to provider networks and managed care entities. UHI was to assist in the development and implementation of the health plan for the HMO. Defendants Johnson and Brian Woods were employees of UHI. Dr. Woods and Johnson were also directors for Barnabas. Over a period of several months, SHS gave UHI over \$395,000 to cover the HMO pre-development process related to all activities necessary for the successful submission of the HMO's Certificate of Authority.

35 SHS never contributed any funds directly to Barnabas. The only funds deposited into the account of Barnabas was the monies of the Plaintiff, totaling \$497,434.50. Upon receipt of those funds, Defendants Howard and Vann, without authority from Barnabas and the other board of directors, immediately had \$395,000.00

wire transferred from the Barnabas account to Senior Housing Services, Inc and an additional \$102 434 00 transferred to Universal Healthcare Integrated, Inc

36 The funds were not held in the escrow account as proposed in the Prospectus. In fact, the funds should have never been accepted. The Defendants knew that the public offering of stock had been unsuccessful. There were no investors in Barnabas. Barnabas had no assets, or funds at the time Plaintiff's loan was initiated. Defendants Barnabas, Howard, Brooks, Vann and Ottinger's sole purpose of enticing the Plaintiff to make a loan was so that their investments funds could be restored and totally eliminate any risk of having a loss.

37 The Plaintiffs' investment was not used for the purpose of creating an HMO, but was clearly utilized to reimburse UHI and SHS from any outlay of funds that had been expended on the venture. Due to the Defendants' involvement as agents for the respective companies, the replenishment of the funds was a direct benefit to all of the Defendants.

38 The Defendants with an intent to deceive and defraud Plaintiff, falsely represented to Plaintiff that they were operating an HMO program through Cornerstone. In justifiable reliance upon the false representations, false pretenses, and actual fraud of the Defendants, Plaintiff wired the funds to Barnabas. Plaintiff alleges that at the time such money was sent to Barnabas, Defendants knew that the program was no longer viable. Defendants further knew that the initial quota of capital had not been received and accepted within the time frame provided under the initial Prospectus. A new Prospectus was not provided, and communication between Defendants and Plaintiff

became nonexistent after the Defendants received the funds Plaintiff received no consideration for the monies given

39 The basis of this lawsuit was proximately caused by the negligent acts and omissions of Defendants

- (a) Failure to retrieve a feasibility study,
- (b) Failed to engage consultants who had successful records in obtaining certificates of authority for HMOs,
- (c) Breach of fiduciary duty,
- (d) failing to exercise the standard of care required for business operators under the same or similar circumstances,
- (e) failing to take preventive action to avoid the incident in question,
- (f) failing to supervise their agents and/or employees,
- (g) failing to ensure that the company funds were properly safeguarded and utilized for company purposes,
- (h) failing to inform Plaintiff within a reasonable time after the occurrence made the basis of this lawsuit ,
- (i) Misappropriation and use of funds,
- (j) making an untrue statement of material fact,
- (k) failing to state a material fact necessary to make other statements made not misleading, considering the circumstances under which the statements were made,
- (l) making a statement in a manner that would mislead a reasonably prudent person to a false conclusion of a material fact,
- (m) making a material misstatement of law, or failing to disclose a matter required by law to be disclosed, including failing to make a disclosure in accordance with the Texas Insurance Code and the Texas Deceptive Trade Practices Act
- (n) failing to comply with the regulations of the Texas Securities Act

40 Each of the aforementioned negligent acts or omissions of Defendants constituted the proximate cause of the resulting damages to Plaintiff

41 Defendants negligent acts or omissions constitute a wanton and reckless disregard for the rights of Plaintiff to support punitive damages

42 Barnabas, SHS and UHI are vicariously liable for the acts of their employees and/or agents. There is a legal relationship created by an express or implied agreement between the Defendants whereby the Defendants are authorized to act on behalf of the other

43 Defendants have further violated the Texas Deceptive Trade Practice Act, by providing false, misleading, or deceptive acts or practices in the conduct of their trade or commerce as following

- (1) passing off goods or services as those of another,
- (2) causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services,
- (3) causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another,
- (4) using deceptive representations or designations of geographic origin in connection with goods or services,
- (5) representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not,
- (6) representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another,

- (7) disparaging the goods, services, or business of another by false or misleading representation of facts,
- (8) advertising goods or services with intent not to sell them as advertised,
- (9) representing that an agreement confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law,
- (10) misrepresenting the authority of a salesman, representative or agent to negotiate the final terms of a consumer transaction,
- (11) failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed,

Plaintiff requests triple damages for the acts and violations committed by the Defendants pursuant to the Texas Deceptive Trade Practice Act

44 The Defendants have violated Chapter 843 of the Texas Insurance Code Which states “a person may not organize or operate a health maintenance organization in this state, without obtaining a certificate of authority ” The Defendants never filed an application to receive a certificate of authority from the Texas Insurance Commission The alleged HMO Samaritan Community Plan of Houston, Inc was never created The specific purpose of collecting capital by Barnabas from the sale of shares was to create the HMO

45 As a direct and proximate result of the occurrences made the basis of this
lawsuit Plaintiff was caused the following damages

1 Emotional distress and mental anguish,

2 Loss of real property valued in excess of \$885,000

3 Attorney fees and costs,

4 Closing costs totaling \$33,514 50

5 Exemplary Damages in a sum of \$300 000

6 Punitive Damages in a sum of \$1,500,000

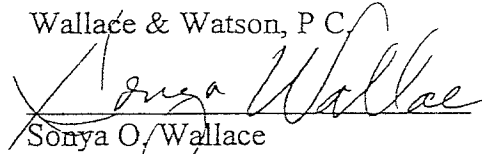
46 It was necessary for Plaintiff to secure the services of Sonya O Wallace,
of Wallace & Watson, P C , a licensed attorney, to prepare and prosecute this suit
Plaintiff requests that reasonable attorney's fees and expenses through final judgment and
appeal be taxed as costs and be ordered paid directly to Petitioner's attorney, who may
enforce the order for fees in the attorney s own name

47 WHEREFORE, PREMISES CONSIDERED, Plaintiff, Metropolitan CME
Church, respectfully prays that the parties be cited to appear and answer herein, and that
upon a final hearing of the cause, judgment be entered for the Plaintiff and against
Defendants, jointly and severally, for damages in an amount within the jurisdictional
limits of the court, together with pre-judgment interest at the maximum rate allowed by
law, post-judgment interest at a legal rate, costs of court, attorneys fees and out of pocket

costs and such other and further relief to which the Plaintiffs may be entitled at law or in equity

Respectfully submitted,

Wallace & Watson, P C



Sonya O. Wallace

Attorney for Plaintiff

TBN 20776455

2656 S Loop W, Ste 140

Houston, Texas 77054

Tele 713-661-3231

Fax 713-661-8212

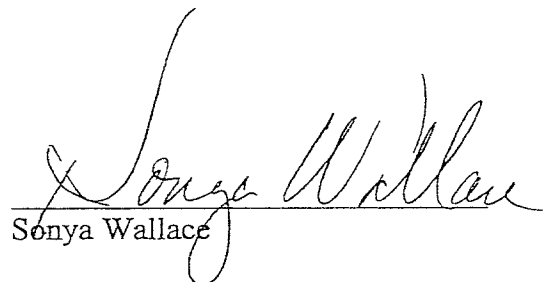
swallace4627@yahoo.com

CERTIFICATE OF SERVICE

I certify that on this 12^h day of May, 2009, a true and correct copy of the above and foregoing instrument was sent electronically to all counsel of record in accordance with the Federal Rules of Civil Procedure as follows

Forrest J Wynn
Beirne, Maynard & Parsons LLP
1300 Post Oak Blvd, Suite 2500
Houston, Texas 77056

Tony Axiom
AxiomLaw
PO Box 115238
Atlanta, GA 30310



Sonya Wallace

A U S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Form Approved OMB No 2502-0265

BUD-1 (3-86)RESPA HB 4305 2

B TYPE OF LOAN Conventional Uninsured

AMERICAN TITLE COMPANY
OF HOUSTON

6 FILE NO H 2004 LA 545710-B (263)

7 LOAN NO

MORTGAGE INS

8 CASH NO

SETTLEMENT STATEMENT

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 OF BORROWER AND ADDRESS METROPOLITAN CHRISTIAN METHODIST EPISCOPAL CHURCH *

E NAME OF SELLER AND ADDRESS

F NAME OF LENDER AND ADDRESS

CORNERSTONE MINISTRIES INVESTMENT

G PROPERTY LOCATION 6424 CULLEN BOULEVARD
HOUSTON, TX 77047

H SETTLEMENT AGENT AMERICAN TITLE CO OF HOUSTON
PLACE OF SETTLEMENT 1100 Louisiana Ste 5000
Houston Texas 77002

I SETTLEMENT DATE
PRORATION DATE

J. Summary of Borrower's Transaction

100.	GROSS AMOUNT DUE FROM BORROWER	
101.	Contract sales price	
102.	Personal property	
103.	Settlement charges to borrower (line 1400)	31,014.50
104.	2003 TAXES HARRIS CO, CITY, HTSD, HCC	2,500.00
105.		
	Adjustments for items paid by seller in advance	
106.	City/town taxes	
107.	County taxes	
108.	Assessments	
109.		
110.		
111.		
112.		
120.	Gross Amount Due From Borrower	33,514.50
200.	Amounts Paid By Or In Behalf Of Borrower	
201.	Deposit or earnest money	
202.	Principal amount of new loan(s) CORNERSTONE MINISTRIES INVESTMENT	30,949.00
203.	Existing loan(s) taken subject to	
204.		
205.		
206.		
207.		
208.		
209.		
	Adjustments for items unpaid by seller	
210.	City/town taxes	
211.	County taxes	
212.	Assessments	
213.		
214.		
215.		
216.		
217.		
218.		
219.		
220.	Total Paid By/For Borrower	530,949.00
300.	Cash At Settlement From/To Borrower	
301.	Gross Amount due from borrower (line 120)	33,514.50
302.	Less amounts paid by/for borrower (line 220)	530,949.00
303.	Cash To Borrower	497,434.50

I. Settlement Charges				PAID FROM	PAID FROM
700.	Total Sales/Brokers Commission based on price	@	%=	BORROWER'S	SELLER'S
	Division of Commission (line 700) as follows:			FUNDS	FUNDS
701.	\$			AT SETTLEMENT	AT SETTLEMENT
702.	\$				
703.	Commission paid at Settlement				
704.					
800.	Items Payable In Connection With Loan				
801.	Loan Origination Fee CORNERSTONE MINISTRIES INVESTMENT,			25,000.00	
802.	Loan Discount				
803.	Appraisal Fee				
804.	Credit Report				
805.	Lender's Inspection Fee				
806.	Mortgage Ins. App. Fee				
807.	Assumption Fee				
808.	REL CLERK OF COURT, DALLAS			60.00	
809.	UCC STATE OF TEXAS			35.00	
810.	ATTORNEY FEE RICHARD A. NEWTON, P.C.			1,875.00	
811.					
900.	Items Required By Lender To Be Paid In Advance				
901.	Interest from t @ \$ /day				
902.	Mortgage Insurance Premium for				
903.	Hazard Insurance Premium for				
904.					
905.					
1000.	Reserves Deposited With Lender				
1001.	Hazard insurance months @ \$ per month				
1002.	Mortgage insurance months @ \$ per month				
1003.	City property taxes months @ \$ per month				
1004.	County property taxes months @ \$ per month				
1005.	Annual assessments months @ \$ per month				
1006.	months @ \$ per month				
1007.	months @ \$ per month				
1008.	months @ \$ per month				
1009.	AGGREGATE ADJUSTMENT months @ \$ per month			.00	.00
1100.	Title Charges				
1101.	Settlement or closing fee				
1102.	Abstract or title search				
1103.	Title examination				
1104.	Title insurance binder				
1105.	Document preparation				
1106.	Notary fees				
1107.	Attorney's fees				
1108.	Title Insurance AMERICAN TITLE COMPANY OF HOUSTON			3,375.00	
	AMERICAN TITLE COMPANY OF HO 1 350.00				
	BARNES & TURNER 2 025.00				
	(includes above item numbers, 1101, 1102, 1103)				
1109.	Lender's coverage 530,949.00				
1110.	Owner's coverage 530,949.00				
1111.	Escrow fees BARNES & TURNER (ATC/MY)			450.00	
1112.	Restrictions				
1112a.	Texas Policy Guaranty Fee AMERICAN TITLE OF HOUSTON/GUARANTY FEE			2.00	
1113.	The amount of \$2025.00, a portion of the total premium shown on line 1104 & 1108, is being paid to Barry Barnes, Attorney at Law.				
1114.	Tax Certificate PROCESSING SOLUTIONS INC			65.00	
1114a.	MESSENGER SERVICE BARNES & TURNER			62.00	
1200.	Government Recording and Transfer Charges				
1201.	Recording fees, Warranty Deed				
1202.	City/county/stamps, Deed \$, Mortgage \$				
1203.	State tax/stamps, Deed \$, Mortgage \$				
1204.	Delivery Fee				
1205.	DEED OF TRUST BARNES & TURNER (ATC)			87.50	
1300.	Additional Settlement Charges				
1301.	Survey				
1302.	Pest inspection				
1303.					

Seller _____

Purchaser

W. Edward Locke
 METROPOLITAN CHRISTIAN METHODIST

Seller _____

Purchaser

EPISCOPAL CHURCH *

	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
1304.		
1305.		
1400 Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	\$1,014 50	

The undersigned understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. The undersigned understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for the current year and in the event of any change for the current year all necessary adjustments must be made between Purchaser and Seller direct. The undersigned hereby authorizes TITLE CO to make expenditures and disbursements as shown above and approves same for payment. We acknowledge receipt of a copy of the SETTLEMENT STATEMENT.

WARNING It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see Title 18 U S Code Section 1001 and Section 1010.

Seller _____

Purchaser W. Edwards Leeks
METROPOLITAN CHRISTIAN METHODIST

Seller _____

Purchaser _____
EPISCOPAL CHURCH *

We hereby certify that this is a true and correct Statement of the transaction as closed.

Escrow Officer _____

AMERICAN TITLE CO OF HOUSTON

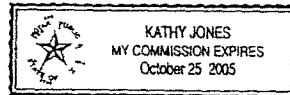
By John McClendon
John McClendon Trustee

By Cyrus Hill
Cyrus Hill Trustee

By Earl Loggins, Trustee
Earl Loggins Trustee

By Hattie Collins, Trustee
Hattie Collins Trustee

By Rosco Carr Trustee
Rosco Carr Trustee



Kathy Jones

**SECURED
REAL ESTATE NOTE**

\$530,949.00

July 12, 2004

METROPOLITAN CHRISTIAN METHODIST EPISCOPAL CHURCH, a Texas non-profit corporation (hereinafter referred to as "Maker"), promises to pay to the order of CORNERSTONE MINISTRIES INVESTMENTS, INC., a Georgia corporation (hereinafter referred to as "Payee"), the legal holder from time to time of this Note, including Payee as the initial holder (being hereinafter referred to as "Holder"), at the office of Payee at 2450 Atlanta Highway, Suite 904, Cumming, Georgia 30040, or at such other place as Holder may designate to Maker in writing from time to time, the principal sum of FIVE HUNDRED THIRTY THOUSAND NINE HUNDRED FORTY-NINE and No/100 DOLLARS (\$530,949 00), or so much thereof as may hereafter be disbursed hereunder, together with interest thereon, or on so much thereof as is from time to time outstanding and unpaid, at the rate hereinafter set forth, in lawful money of the United States of America, which at the time of payment shall be legal tender in payment of all debts and dues, public and private; such principal and interest to be paid in the following manner, to-wit:

I. Definitions.

For purposes of this Note, the following terms shall be deemed to have the meanings hereinafter in this Paragraph I ascribed thereto:

(i) "Deed of Trust" means that certain Deed of Trust and Security Agreement executed by Maker as "Grantor" therein in favor of Payee as "Grantee" therein, dated of even date herewith and to be recorded on or about the date hereof in the Records Office of Harris County, Texas, which Deed of Trust conveys the real property located in Harris County, Texas, to secure the indebtedness evidenced by this Note.

(ii) "Loan Documents" means this Note, the Deed of Trust, together with all other documents now or hereafter evidencing or securing the indebtedness evidenced by this Note or any portion thereof.

II. Principal and Interest.

A. Term. From and after the date hereof until the occurrence of the Maturity Date, interest on the principal balance from time to time outstanding under this Note shall accrue at the interest rate of ten percent (10.0%) per annum. Interest only at the aforesaid rate shall be due and payable monthly, in arrears, commencing on the first (1st) day of the second calendar month following the Closing, and continuing on the first (1st) day of each and every month thereafter through and including July 1, 2005, at which time the entire outstanding principal balance, together with any accrued but unpaid interest, shall be due and payable in full without further demand, subject to any extension which may be granted pursuant to Paragraph II.B hereinafter, on July 12, 2005 ("Maturity Date")

B. Renewal Option. At the option of Holder, and in Holder's sole discretion, this Note may be renewed for one-year. For such renewal, a fee of five percent (5.0%) of the then outstanding principal balance of this Note shall be paid to Holder, notwithstanding the foregoing. Holder shall notify Maker in writing within three (3) months of the Maturity Date as to whether or not Holder will allow renewal. Maker shall then notify Holder in writing within thirty (30) days thereafter as to whether or not Maker intends to accept Holder's offer of renewal, and shall pay the renewal fee to the Holder at the time of said

notification. In the event of such renewal, the Maker and the Holder shall enter into a Modification Agreement setting forth the extension and the terms of payment.

C. Balloon Payment. Maker acknowledges that at the Maturity Date, all unpaid and outstanding principal and all accrued and unpaid interest shall be due and payable in full in a balloon payment on said Maturity Date, which is July 12, 2005.

III. Interest Computation.

A. Interest shall be computed on the basis of a 365-day year and the actual number of days in the month.

B. This Note may be prepaid in whole or in part without penalty. Prepayments shall include payments arising from the acceleration of Holder of this Note as a result of an event of Default under this Note and shall not extend or postpone the due date of any subsequent monthly installments or change the amounts of such installments unless the Holder hereof shall agree otherwise in writing. The Holder hereof may require that any partial prepayment be made on the date monthly installments are due and be in the amount of that part of one or more monthly installments which would be applicable to principal.

C. Maker shall pay to Holder, promptly on demand therefor, a late charge of five percent (5.0%) of any payment not received by Holder within fifteen (15) days of the date the payment is due. Notwithstanding anything contained herein to the contrary, however, Holder shall have the right to charge a default rate of interest on the accelerated loan balance at any time during the term of this Loan.

D. Each installment owed pursuant to the terms of this Note shall be applied first to late charges, if any, then to accrued interest, and the remainder to principal.

IV. General Loan Provisions.

A. Notwithstanding any provisions in this Note or in any instrument securing this Note, the total liability for payment legally regarded as interest shall not exceed the maximum limits imposed by the laws of the State of Georgia in effect on the date hereof, and any payment of same in excess of the amount allowed thereby shall, as of the date of such payment, automatically be deemed to have been applied to the payment of the principal indebtedness evidenced hereby, or, if same has been fully repaid, shall be deemed to be held by Holder as additional security for all remaining indebtedness of Maker to Holder and shall be repaid to Maker upon demand after all of such indebtedness has been fully paid. Any notation or record of Holder with respect to such required application which is inconsistent with the provisions of this paragraph shall be disregarded for all purposes and shall not be binding upon either Maker or Holder.

B. All sums payable under this Note shall be paid in legal tender for public and private purposes, of the United States of America at the time of such payment.

C. The indebtedness evidenced by this Note is secured by a Deed of Trust and Security Agreement, Absolute Assignment of Rents and Leases, and UCC's of even date herewith conveying certain real and personal property in Harris County, Texas. This Note shall be governed by the laws of the State of Georgia.

D. Should Maker default in the payment, as and when due, of the indebtedness evidenced hereby, or should any warranty or representation made by Maker, or by any endorser, guarantor, or other party liable hereunder or in any of the loan documents prove to be materially false or misleading, or

should Maker default in the performance of any of the covenants, terms or conditions contained in the Loan Documents, including the Deed of Trust of even date herewith, conveying title to the property located in Harris County, Texas, then the entire unpaid principal balance of the indebtedness evidenced hereby, together with all interest accrued but unpaid thereon, and any and all sums advanced by Holder to or on behalf of Maker under the provisions of the Loan Documents (even though the aggregate of such amounts may exceed the face amount of this Note), shall at the option of Holder, and without further demand or notice, at once become due and payable and may be collected forthwith regardless of the stipulated date of maturity, time being of the essence of this Note. If a "Default" or "Event of Default" occurs under the terms of any of the Loan Documents, then the entire unpaid principal balance of this Note shall bear interest a "Default Rate" of one percent (1.0%) per annum over the otherwise applicable Interest Rate, or, if such increased rate of interest may not be collected from Maker under applicable law, then at the maximum increased rate of interest, if any, which may be collected from Maker under applicable law; and, at the option of Holder and without further notice to Maker, the entire principal amount outstanding hereunder and accrued interest thereon shall at once become due and payable. Failure to exercise such option shall not constitute a waiver hereunder. In the event of any default in the payment of this Note, and if the same is referred to an attorney at law for collection or suit is brought hereon, Maker shall pay to Holder, in either case, all expenses and costs of collection, including, but not limited to, reasonable attorneys' fees.

E. As used herein, a "business day" is any day which is not a Saturday, Sunday or a federal holiday

F. From time to time, without affecting the obligation of Maker or the heirs, legal representatives, successors or assigns of Maker to pay the outstanding principal balance of this Note and observe the covenants of Maker contained herein and in the Loan Documents, without affecting the guaranty of any person, corporation, partnership or other entity for payment of the outstanding principal balance of this Note, without giving notice to or obtaining the consent of Maker, the heirs, legal representatives, successors or assigns of Maker or guarantors, and without liability on the part of Holder, Holder may, at the option of Holder, extend the time for payment of said outstanding principal balance or any part thereof, reduce the payments thereon, release anyone liable on any of said outstanding principal balance, accept a renewal of this Note, modify the terms and time of payment of said outstanding principal balance or join in any extension or subordination agreement, and agree in writing with Maker to modify the rate of interest or period of amortization of this Note or change the amount of the monthly installments payable hereunder. No one or more of such actions shall constitute a novation; nor shall such actions prevent the exercise of any rights granted hereunder or by the laws of the State of Georgia; Maker hereby expressly waives the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the foregoing.

G. Presentment, demand, notice of demand, notice of protest, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of payment or non-payment, protest, and all other protest are hereby waived by Maker and all sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of Maker and all sureties, guarantors and endorsers, and shall be binding up them and their heirs, legal representatives, successors and assigns. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

H As used herein, the terms "Maker" and "Holder" shall be deemed to include their respective heirs, successors, legal representatives and assigns, whether by voluntary action of the parties or by operation of law. If more than one person, firm, or entity is a maker hereunder, then all references to "Maker" shall be deemed to refer equally to each of said persons, firms, or entities, all of whom shall be jointly and severally liable for all of the obligations of Maker hereunder.

IN WITNESS WHEREOF, Maker has executed this Note under seal, as of the date first above written.

BORROWER.

**METROPOLITAN CHRISTIAN METHODIST
EPISCOPAL CHURCH,**
a Texas nonprofit corporation

By: *John McClellan*
John McClellan, Trustee

By: *Cyrus Hill*
Cyrus Hill, Trustee

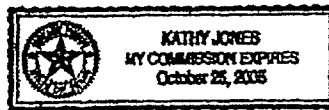
By: *Earl Loggins*
Earl Loggins, Trustee

By: *Hattie Collins*
Hattie Collins, Trustee

By: *Rosco Carr*
Rosco Carr, Trustee

[Signature]
Witness
Elynn Anderson
Witness

[CORPORATE SEAL]



Kathy Jones

UNITY NATIONAL BANK
IN-PERSON
WIRE TRANSFER REQUEST
☐ Customer ☐ Non-Customer

Order Date 7-23 04	Sequence ASN 321
Transmit Date 7-23 04	Transmit Time 497434 50 ✓

TO	Wire to (Receiving Bank)	ABA# (9 Digits)	062005690
Receiving Bank City	Regimo BANK Birmingham	Receiving Bank State	AL 35201
IA	Intermediary Bank Name	ABA# (9 Digits)	
Intermediary Bank City		Intermediary Bank State	
Beneficiary Name	Barnabas Investors Inc	Beneficiary Account #	6413058905 ✓
Beneficiary Address (provided)	2450 Atlanta Hwy #904		Cumming GA 30040
Beneficiary TIN or ID (provided)		Beneficiary Phone (if provided)	
Special Instructions		Debit Customer Account Number	047-266
FROM	Customer / Sender Name	Phone	
Customer / Sender Signature	X W. Edward Locks	City State Zip	
INCUSTOMER SENDERS ONLY	Address	Taxpayer/Alien ID/Passport No	
Notification Type			
Order Number			

A requires verification of the identity of senders of more than \$3,000 who are not established customers. Driver's license, alien identification card or military ID or similar documentation must be reviewed. Issuer and document number must be recorded.

WIRE TRANSFER DEPARTMENT	Payment Method If Not by Account Debit Include Bank Name, Account # Check #	Wired per B. Allen
<input type="checkbox"/> Collected Balance Verified	Fee Charged	Approved
<input type="checkbox"/> Debit Hold Placed on Account	\$	
Actions Taken By	Wire Input By	Second Authorized By
International transfers phoned to another financial institution provide the name of the individual taking instructions and the time of day	Name 2:44 PM	Time 2:50

DECLARATION BY CUSTOMER TO WIRE TRANSFER FUNDS

CUSTOMER-DESIGNATED BENEFICIARY

Customer authorizes Bank to Electronically transfer funds as described above. This authorization is applicable to debit customer's account(s) for the amount transferred in this transaction free.

LIABILITIES OF CUSTOMER

The wire transfer requested is to be debited to customer's account maintained with Bank. Customer is responsible for promptly verifying any and all entries reflecting this transaction on the periodic account statement provided by Bank. If error or irregularity is identified or suspected by customer, customer must notify Bank of such error or irregularity within five business days.

STATEMENT OF BANK'S LIABILITY

Bank is not liable for willful misconduct or gross negligence of Bank or Bank's employees. Customer releases Bank and any and all of Bank's employees or

agents from any and all liabilities, claims, costs, expenses, losses and damages of any kind or nature arising from or in connection with the Bank's acceptance of this wire transfer request. The Bank is not responsible for liability, loss or damage resulting in whole or part from:

- (a) Any error in the wire transfer request information provided to Bank by customer, including but not limited to, incorrect/inconsistent routing account or identifying numbers for the beneficiary of the transfer.
- (b) Any delay in the execution of the wire transfer caused by act of God, fire or other catastrophe, electrical, telephone line or computer failure or any cause beyond the Bank's reasonable control.
- (c) Acts, delays or omissions by any carrier and/or agent between Bank and customer or by recipients or transferred funds and their personnel.
- (d) Without limiting the generality of the foregoing, and other cause beyond Bank's control.

Cornerstone Ministries Investments
Loan Statement Report
From 07/01/2004 To 02/10/2009

Customer

Metropolitan CME Church
P O Box 14016
Houston TX 77021-4016

Loan No

10033

Loan Description

Metropolitan CME Church

Interest Rate

10.00%

This statement reflects activity through 2/10/2009

Date	Transaction Type	Principal	Interest Due	Late Fees Due	Total
	Balance Forward	0.00			
7/21/2004	Loan Addition	530,949.00		0.00	530,949.00
6/29/2005	Payment	0.00	(45,676.16)	0.00	(45,676.16)
1/31/2006	Payment	(260,165.01)	(35,639.04)	0.00	(295,804.05)
5/23/2006	Payment	0.00	(214.05)	0.00	(214.05)
6/30/2008	Payment WRITE-OFF	(270,783.99)	(65,145.05)	0.00	(335,929.04)
2/10/2009	Interest Accrued		146,674.30		146,674.30
2/10/2009	Ending Balance	0.00	0.00	0.00	0.00

The ending balance interest due amount is currently payable and should be remitted to
Cornerstone Ministries Investments
2450 Atlanta Hwy, Suite 904
Cumming, GA 30040

Your estimated interest due on the first of each subsequent month is \$0.00

Fax

2 pages total

To	<i>Rev Lockett</i>	From	<i>Nick Howard</i>
Fax		Pages	
Phone		Date	
Re		CC	

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Rev. Lockett

*I trust this finds you well
I can be reached @*

OF 678-341-3639

HM 770-893-6073

CL 770-367-5016

God bless

N

Subj: **Transfer to CMI**
Date: 6/28/2005 3 54 09 PM Eastern Daylight Time
From: nhoward@seniorhousing-services-inc.com
To: bdchurchde@aol.com

Dear Mike

Would you please transfer the sum of \$45,676.16 to CMI today or tomorrow? This is an interest payment on behalf of Metropolitan CME church in Houston and is a loan for now. We are sponsoring a Community Outreach program with them involving Medicare initiatives and other efforts. I will keep you posted as to subsequent developments pertaining to the ongoing status.

Thank you for your cooperation and

God bless,

Charles S. Howard
President,
Senior Housing Services, Inc.

loan 10033

27²⁵
30 240

Tuesday, June 28, 2005 America Online BDChurchDe

TJ Turner

From BDChurchDe@aol.com
Sent Tuesday, June 28, 2005 4:00 PM
To tjturner@ccaatlanta.com
Subject Re: Summit View loan draw - \$4000

Tomorrow I will ach (from SHS) loan payment for Metro CME - loan 10033

\$ 45,676.16

6/29/05
all church int.



8

6/28/2005



Member FDIC

P O BOX 937
GAINESVILLE GA 30503

01/31/2001

065 37 1



CORNERSTONE MINISTRIES INVESTMENTS
2450 ATLANTA HIGHWAY
SUITE 904
CUMMING GA 30040-1252

ACCOUNT NUMBER

641 30 34 22 4

3 Debit Enclosures
0 Credit Enclosures
3 Total Enclosures

Direct Inquiries to. (800) 483-9393

DAILY ACTIVITY JOURNAL

Date	Description	Deposits	Withdrawals	Balance
01/26	Book Tfer Regions Bank		\$80,156.72	\$442,018.35
01/26	Book Tfer Regions Bank		\$57,828.76	\$384,189.59
01/26	Book Tfer Regions Bank		\$208,128.07	\$176,061.52
01/26	Book Tfer Regions Bank		\$3,159.88	\$172,901.64
01/26	Book Tfer Regions Bank		\$57,921.32	\$114,980.32
01/26	transfer PIF		\$751.65	\$114,228.67
01/26	TRANSFER TO 6413079627		\$611.12	\$113,617.55
01/26	TRANSFER TO 6413035638		\$13,458.55	\$100,159.00
01/27	Deposit	\$50,235.24		\$150,394.24
01/27	Eurodollar Redemption	\$54,835.28		\$205,229.52
01/27	WIRE TRANS REG WIRE DEPT		\$42,116.87	\$163,112.65
01/27	Book Tfer Regions Bank		\$560.22	\$162,552.43
01/27	DEBIT MEMO		\$22,313.90	\$140,238.53
01/27	TRANSFER TO 6413035638		\$3,828.44	\$136,410.09
01/27	TRANSFER TO 6413079627		\$36,410.09	\$100,000.00
01/30	Deposit	\$12,000.00		\$112,000.00
01/30	Eurodollar Redemption	\$284,558.69		\$396,558.69
01/30	WIRE TRANS REG WIRE DEPT		\$9,897.50	\$386,661.19
01/30	WIRE TRANS REG WIRE DEPT		\$23,282.17	\$363,379.02
01/30	WIRE TRANS REG WIRE DEPT		\$73,310.00	\$290,069.02
01/30	Book Tfer Regions Bank		\$25,000.00	\$265,069.02
01/30	Book Tfer Regions Bank		\$26,338.02	\$238,731.00
01/30	transfer PIF		\$217,641.44	\$21,089.56
01/30	loan draw PIF		\$5,000.00	\$16,089.56
01/30	TRANSFER TO 6413079627		\$1,587.07	\$14,502.49
01/30	TRANSFER TO 6413035638		\$2,502.49	\$12,000.00
01/31	Deposit	\$191,158.92		\$203,158.92
01/31	Ppd Debits -Sett-Magnet	\$1,000.00		\$204,158.92
	Cornerstone Min			
01/31	Wire Trans Reg Wire Dept	\$2,521,333.34		\$2,725,492.26
01/31	Credit Memo	\$1,864,315.10		\$4,589,807.36
01/31	Eurodollar Interest Cr	\$31,894.05		\$4,621,701.41
01/31	WIRE TRANS REG WIRE DEPT		\$60,303.73	\$4,561,397.68
01/31	WIRE TRANS REG WIRE DEPT		\$1,548,795.99	\$3,012,601.69
01/31	Book Tfer Regions Bank		\$2,036.38	\$3,010,565.31
01/31	Book Tfer Regions Bank		\$32,060.31	\$2,978,505.00
01/31	Book Tfer Regions Bank		\$55,850.00	\$2,922,655.00
01/31	TRANSFER TO 6413079627		\$10,000.00	\$2,912,655.00
01/31	TRANSFER TO 6413035638		\$16,545.47	\$2,896,109.53

64 137611

CORNERSTONE MINISTRIES INVESTMENTS
2450 ATLANTA HIGHWAY
SUITE 904
CUMMING GEORGIA 30040

DATE 5/23/06

REGIONS BANK

Regions/Barnabas 214.05
Pencil Real Estate 25,000.00

02

\$

25 214 05

888888888888 64 1303 4224

THE BACK OF THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED IN A SPECIAL WHITE INK. **OFFICIAL CHECK** HOLD THE DOCUMENT AT A SMALL ANGLE TO SEE THIS SECURITY FEATURE.

Regions Bank 733605817 10-86/220

PMT LOAN 10033

733605817
DATE 02/08/2006

\$214.05
DOLLARS

PAY Two Hundred Fourteen and 05/100*****

PAY TO THE ORDER OF Barnabas Investors, Inc

KAA3010

NAME OF REMITTER Closed DDA 64-1305-8905

REGIONS BANK

DRAWER REGIONS BANK

BY *[Signature]*
AUTHORIZED SIGNATURE

022000868888 110955 733605817

THE VARIABLE TONE BACKGROUND AREA OF THIS DOCUMENT CHANGES COLOR GRADUALLY AND SMOOTHLY FROM DARKER TONES AT BOTH TOP AND BOTTOM TO THE LIGHTEST TONE IN THE MIDDLE

Regions Bank

733605817

733605817

DATE 02/08/2006

\$214 05

DOLLARS

PAY Two Hundred Fourteen and 05/100*****

PAY TO THE ORDER OF Barnabas Investors, Inc

KAA3010

NAME OF REMITTER Closed DDA 64-1305-8905

REGIONS BANK

PURCHASER'S COPY
NON NEGOTIABLE

PURCHASER'S COPY



CLOSE DDA ACCOUNT DISBURSEMENT DETAIL

Closed DDA Account Number

Co 065

BARNABAS INVESTORS, INC

6413058905

Date

02/08/2006

Amount

214 05

Disbursement Detail

Product	Account Number	Amount
<u>OFFCHK</u>	<u>733605817</u>	<u>214 05</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Thank you for banking with Regions We appreciate the trust you've placed in us

Regions Bank offers a full range of banking and investment services everything from checking and time deposit accounts to trust services and mortgages Let us help you meet your financial goals Again, thank you for selecting Regions Bank

CSR Name Kelley A Ardoin

Branch Name Atlanta Commercial Lending

Cost Center 02143

MEMO

To Jack Ottmiger
From: Nick Howard, Senior Housing Services
Date. 1-15-04 2 pages total
Subject. attached

.....

Cecil called and had some questions about the incorporation of "Samaritan" or "Barnabas" - the attached seems to indicate Samaritan is incorporated - I will be available on very short notice (30 minutes) for whatever you need - Pls call @ 770-893-6073 or 770-367-5016 and I will be sure to respond - welcome home & God bless N

JUL 20 2004



July 16, 2004

Frank S Vann
Cornerstone Ministries
2450 Atlanta Highway, Suite 904
Cumming, GA 30040

Dear Mr Vann,

Thank you for choosing to expand your banking relationship with Regions Bank. I continue to encourage you to contact me to receive the personal attention that you deserve.

Enclosed you will find the following items for your new checking account:

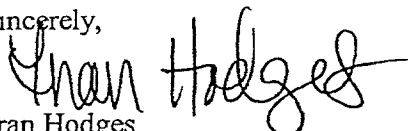
- Signature Cards
- Certificate of Resolutions
- Starter Checks

Please complete the signature cards, and resolution, and return them to my attention. Account #641-305-8905 has been reserved as your new checking account number. The account will be activated as soon as the signed signature cards have been returned. Once the account has been activated, you may use the starter check set enclosed until you receive your checks.

Again, please do not hesitate to contact me if you need additional information or assistance. I can be reached at (770) 481-4346.

Thank you

Sincerely,

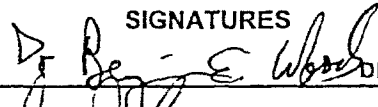
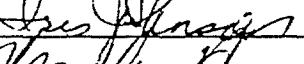
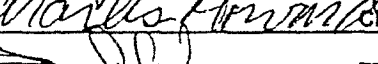
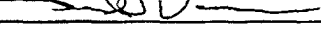

Fran Hodges
Commercial Loan Administrator



New Account

Account Number 6413058905 DDA
Bank Name Atlanta
Account Title/Name BARNABAS INVESTORS, INC

CORPORATION Date 07/15/2004 TIN 364537732

	SIGNATURES	TITLE	FACSIMILE SIGNATURES
1		DR BENJAMIN WOODS	SIGNER
2		IRIS JOHNSON	SIGNER
3		CHARLES HOWARD	SIGNER
4		FRANK S VANN	SIGNER

By signing above I/we acknowledge receiving and agree to the customer agreement and related disclosures for this account.

Any 2 of the above signatures are necessary to validate checks

This signature card supersedes and replaces any and all previous signature cards for this account. However, Regions Bank shall have a reasonable opportunity to act upon this signature card and shall not be liable for any action it takes in good faith and through the exercise of ordinary care on the basis of information contained in previous signature cards for this account.

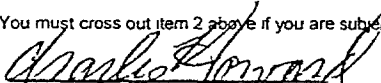
Special Instructions

	<u>Signer/Countersigner</u>	<u>Must be a signer</u>	<u>Can sign under \$ Only</u>	<u>Can sign over \$</u>
DR BENJAMIN WOODS	S	N		
IRIS JOHNSON	S	N		
CHARLES HOWARD	S	N YCSA		
FRANK S VANN	S	N		

Under penalties of perjury I certify that

- (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
- (2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding and
- (3) I am a U.S. person (including a U.S. resident alien)

You must cross out item 2 above if you are subject to backup withholding. Contributions to a REA account do not require certification but you must provide your correct TIN

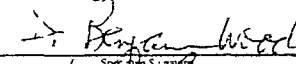
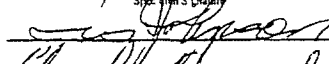

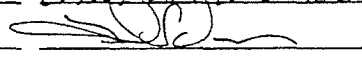

Signature

Name and Address of Organization BARNABAS INVESTORS, INC 2450 ATLANTA HIGHWAY, SUITE 904 CUMMING GA 30040-	Resolutions of <input checked="" type="checkbox"/> Board of Directors <input type="checkbox"/> Board of Trustees <input type="checkbox"/> Members and Managers <input type="checkbox"/> Partners <input type="checkbox"/> Other _____	Type of Organization Corporation Federal Tax I D Number 36-4537732 Account Number(s) 6413058905 Date 07/15/2004
--	--	---

I hereby certify that the following resolutions were unanimously adopted and confirmed by the Organization at a meeting of the Resolving Panel held on the date set forth above, which was duly noticed and attended by a quorum of such persons or conducted pursuant to a waiver of notice and unanimous consent to action in lieu thereof

RESOLVED that the Bank is hereby designated as a depository of this Organization and that one or more deposit accounts be opened and maintained on behalf of this Organization with the Bank and that this Organization shall be bound by the terms and conditions of the deposit agreement applicable to each such account

RESOLVED that all drafts checks and other items for the payment of money from the accounts identified above shall be signed as follows
Any 2 of the below signatures is/are necessary to validate checks

- | | | |
|----------------------------|---------------|---|
| 1 <u>DR BENJAMIN WOODS</u> | <u>SIGNER</u> |  |
| 2 <u>IRIS JOHNSON</u> | <u>SIGNER</u> |  |
| 3 <u>CHARLES HOWARD</u> | <u>SIGNER</u> |  |
| 4 <u>FRANK S VANN</u> | <u>SIGNER</u> |  |
| 5 _____ | _____ | _____ |
| 6 _____ | _____ | _____ |

and the Bank is further authorized to honor and charge the Organization for all drafts, checks and other items drawn in the Organization's name when bearing or purporting to bear facsimile signature(s) of the person(s) identified above regardless of by whom or by what means the facsimile signature(s) may have been affixed and the Organization assumes all risks involved in the use of this mechanical or electronic form of signature and assumes all responsibility therefor

RESOLVED that notwithstanding any restriction requiring more than one signature, any one of the persons identified above may make withdrawals or transfers from a deposit account by electronic or oral instructions and the Bank is authorized to honor such instructions

RESOLVED that the Bank is authorized to honor all drafts, checks or other items or instructions for payment or transfer from a deposit account even though drawn endorsed or otherwise payable to a person identified above, and whether presented for cash or for credit to the account of that person or another person or in payment of any individual obligation of that person or another person and the Bank need make no inquiry concerning such with drawal or dispositions of the money items or credit given therefor

RESOLVED that endorsements for deposit may be made of any one of the persons identified above or may be evidenced by the name of the Organization being written or stamped on the item or instrument deposited without designation of the person making the endorsement and the Bank is authorized to supply any endorsement on any item or instrument tendered for deposit or collection

RESOLVED that this Organization may from time to time enter into operating cash management, funds transfer night depository safe deposit box, and other agreements relating to deposit accounts with the Bank and that any of the persons identified above, or any member of the Resolving Panel or officer of the Organization may execute any such agreements and bind the Organization to the terms thereof

RESOLVED, that any and all acts authorized pursuant to these resolutions and performed prior to the passage of these resolutions are hereby ratified and approved

RESOLVED that any officer of the Organization or any member of the Resolving Panel is authorized to certify these resolutions which shall supersede all resolutions of like tenor previously furnished to the Bank and

RESOLVED that these resolutions will continue in full force and effect and shall remain irrevocable as far as the Bank is concerned until the Bank has a reasonable time to act upon written notice from the Resolving Panel of the Organization that rescinds the authority herein granted which shall have prospective effect only

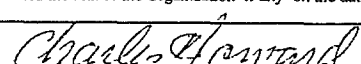
I further certify that I am a person authorized to make the certifications herein and that the foregoing is a complete and correct copy of the resolutions duly adopted by the Organization and affirmatively appearing in the permanent records of the Organization

I further certify that there is no provision within the articles of incorporation the by laws, the articles of organization the operating agreement, the partnership agreement, or other governing document of the Organization whichever of the foregoing instruments is application, that either restricts the passing of the foregoing resolutions or prevents me from executing this certification, and that these acts were and are duly approved and authorized in conformity with the governing documents and applicable law

I further certify that the foregoing resolutions (i) have not been modified amended or rescinded (ii) are in full force and effect, and (iii) are binding upon the Organization

I further certify that the Organization is duly organized validly existing and in good standing under the laws governing its creation and existence and is duly registered in all states in which it does business

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the Organization if any on the date first set forth above.

[AFFIX SEAL] (if none, so state _____)	
	Signature <u>CHARLES HOWARD</u>
	Name (Please Print) <u>SECRETARY/PRESIDENT</u>
	Title _____

FOR BANK USE ONLY

Bank's Center _____ Received By _____ Other _____

Resolutions

Senior Housing Services
WIRE INSTRUCTIONS

Bank	Regions Bank P O Box 681 Birmingham, AL 35201
ABA	062005690
Account Name	Senior Housing Services 2450 Atlanta Hwy ~ Suite 904 Cumming, Georgia 30040
Account Number	64 1305 2796

TO:
BRIAN

BARNABAS INVESTORS, INC

2450 ATLANTA HIGHWAY
SUITE 904
CUMMING GA 30040
TEL 678-455-1100 | FAX 678-455-1114

Date Sent 8-20-04

SENT TO

NAME FRAN HODGES

COMPANY Regions Bank

FAX # 770-481-4395

MESSAGE

FROM _____

Total Number of Pages
Including this Transmittal Sheet

BARNABAS INVESTORS, INC

2450 ATLANTA HIGHWAY
SUITE 904
CUMMING GA 30040
TEL 678-455-1100 | FAX 678-455-1114

Date Sent 7-22-04

SENT TO

NAME FRAN NODGE

COMPANY _____

FAX # 770-481-4395

MESSAGE

H. Fran
Copies of the Diver's Record for
the other signers on the Barnabas
account follows. I getting their
signatures and will have the
resolutions and articles back to
you as soon as possible.
Thanks
Frank

FROM FRANK VANAN

Total Number of Pages
Including this Transmittal Sheet

4

2450 Atlanta Highway
Suite 904
Cumming GA 30040

Comerstone Group

Memo

To: Iris Johnson
Barnabas Investors, Inc
From: Barbara Byrd
CC:
Date: 8/27/2004
Re: Signed documents

Per our phone conversation, here are the signature pages for the Barnabas Investors documents for Charles Howard and Rev Ed Lockett along with the signed stock certificates. Please send David Flanigan the appropriate documents and/or copies. Thank you.

We should try to reach agreement on the following
That our goals are to

- A—provide service to the underserved & give back to the community
- B—live up to our commitments to Three Rivers or whomever
- C—begin a regular repayment schedule to CMI/Met.CMI
- D—restructure Barnabas so all parties are comfortable our goals are being pursued

In order to accomplish the above I propose the following

To remove Woods Johnson and Howard from the board to eliminate perceived conflicts by Three rivers and others

Add Jim Quinlan who could serve as Recorder The Board would then be Lockett, Moore, Alford and Quinlan

Remove Woods from officers slate for obvious conflict with UHI Appoint Howard as CEO and leave Johnson as VP asst.sect. and appoint Jim Quinlan sect./treasurer

Agree in principal the financial arrangement between Barnabas and UHI Obviously if UHI is providing the services required they must be paid accordingly but it does not make sense for the UHI parties to control the Barnabas day to day operations [including revenue] when they are also the primary contractor There is no reason that a fair and generous arrangement cannot be put in place for UHI and Dr Woods short of just handing over all revenue to the contractor and hope it comes out right. Perhaps we can come up with details on the finances when our contract with Three Rivers becomes clearer

policy & procedure

Tuesday, January 04, 2005 America Online Nickpat2893

Investment Entity
Service Agreement Scenario

			FY 1		FY 2		FY 3		Total
Investment Entity Revenue			\$ 1 382 800 31		\$ 5 999 422 34		\$ 10 566 392 78		\$ 17,948,615 43
Community Outreach Expense	(1), (2)	15%	\$ 207,420 05		\$ 899,913 35		\$ 1,584,958 92		\$ 2,692,292 31
Investment Entity EBITDA			\$ 1 175,380 26		\$ 5,099,508 99		\$ 8,981 433 86		\$ 15,256,323 12
Cornerstone owns 50% of investment entity	(2)	50%	\$ 587,690 13		\$ 2,549,754 50		\$ 4,490,716 93		\$ 7,628,161 56

NOTES

- 1) A service agreement could exist between Cornerstone Ministries Investments, Inc (CMI) and the investment entity
- 2) CMI could have two streams of revenue from the investment entity
 - a) Community Outreach Service Agreement
 - b) Dividends from the investment entity

3% of TOTAL GROSS = M U C. - CONTRACT

Project mgr. & Limited offering in prep for
later D. Public offering -



January 25, 2005

Mr Charles Howard
Barnabas Investors, Inc
2450 Atlanta Highway
Suite 904
Cumming, Georgia 30040

Dear Mr Howard

Response to the January 20, 2005 Letter

Universal Healthcare Integrated, Inc ("UHI") has received your letter dated January 20, 2005. Although all legal ties between Barnabas Investors, Inc ("Barnabas") and UHI have been severed, we wish Barnabas the best in its business dealing. At the same time, UHI strongly disagrees with Barnabas' assertions concerning UHI's independent business activities from November 2003 until January 18, 2005. I also strongly disagree with your assertion on why I resigned as CEO and Board Member of Barnabas. My reason, as stated in the January 18, 2005 letter, was due to the inability of UHI and Barnabas to negotiate an acceptable contractual relationship within the critical time frame remaining.

UHI was in existence prior to the legal formation of Barnabas. In fact, UHI originally introduced the entire concept that led to the formation of Barnabas. The purpose of Barnabas was to form an entity to serve as a vehicle for funding the development of its own health plans (to be named Samaritan Community Plans) and community outreach programs in selected, high opportunity markets. These Samaritan Community Plans were to be developed and managed by UHI through the Network Management and Administrative Services Agreement ("Service Agreement") between Barnabas and UHI. This Service Agreement was signed on December 1, 2003. Furthermore, Barnabas proposed its initial health plan would be in Houston, Texas (Samaritan Community Plan of Houston, Inc.). Barnabas did not, at any time, have the intent nor have a strategic plan to involve any mutual or contractual relationships with Independent Health Plans.

The Historical Relationship Between Barnabas and UHI

To provide a more historical foundation, it is important to note that UHI was initially introduced to Mr. Cecil Brooks, President and CEO of Cornerstone Ministries Investments, Inc. ("Cornerstone") in August 2003, by a Minister whose church office was located next door to UHI's present location. UHI's core business and activities were presented to Mr. Brooks and yourself in 2003. Because of UHI's ability and expertise in



provider network development, HMO administrative support and management, along with the involvement of the community and faith-based organizations in the development of an HMO, Mr Brooks asked UHI to present its idea of a Faith- Based HMO to the Board of Cornerstone in Tampa, Florida on September 24-25, 2003 UHI made the presentation, and the formation of Barnabas was the result of that presentation

Barnabas' plan was to raise seven million dollars to develop the proposed Samaritan Community Plan of Houston, Inc Cornerstone had expertise in raising money through Direct Public Offerings ("DPO ") Barnabas decided to use Cornerstone's Affiliated Brokerage Firm, to produce a prospectus for a DPO to raise the necessary funds for the proposed Faith-Based HMO While Barnabas attempted to raise necessary capital, the decision was made to advance UHI \$500,000 00 (Five Hundred Thousand Dollars) to start the HMO pre-development process related to all activities necessary for the successful submission of the HMO's Certificate of Authority This money was not advanced to UHI for the purpose of sponsoring UHI, but was advanced in accordance to the Service Agreement between Barnabas and UHI I also refute your written accusation that I personally received money All money advanced, loaned, and paid by Senior Housing Services, Inc ("Senior Housing") and Barnabas was wired directly to UHI's account Mr Cecil Brooks directed you, on behalf of Senior Housing, to advance the money to UHI related specifically for the development of Samaritan Community Plan of Houston, Inc Senior Housing recouped its advance to UHI and the committed attempt to raise the necessary funds was unsuccessful

As I stated in my January 18, 2005 letter to you, after Barnabas was unsuccessful in obtaining the necessary capital for the Faith-Based HMO, Mr Cecil Brooks indicated that UHI had to obtain, through its own efforts, other viable business opportunities I had indicated that UHI would proceed to re-establish relationships with Independent Health Plans and key individuals, via the relationships developed in my previous years as a managed care executive Those relationships preceded any association between UHI and Barnabas I had also mentioned that I would include the community outreach initiative of Barnabas as a part of UHI's objective

Good Faith Efforts of UHI

In good faith, I reminded Barnabas that the Service Agreement was limited in scope to Samaritan Health Plan services and it did not include any arrangements with independent health plans, HMOs or provider networks On December 30, 2004, I emailed a proposed amendment to the December 1, 2003 Service Agreement This proposed amendment addressed the new business opportunities UHI would introduce to Barnabas involving independent health plans (i e the new Medicaid Initiative in the state of Georgia) You and the other Board Members of Barnabas were recipients of this email along with Mr Cecil Brooks Barnabas rejected the amendment to the December 1, 2003 Service



Agreement At the request of Barnabas, UHI drafted another Administrative Service Agreement ("Second Service Agreement") Barnabas desired that this Second Service Agreement be separate and distinct from the original Service Agreement On January 11, 2005, UHI emailed the Second Service Agreement to you and Mr Cecil Brooks Barnabas did not submit a written counter proposal to the Second Service Agreement submitted by UHI on January 11, 2005 Therefore there was no attempt by Barnabas to formalize an agreement with UHI concerning the Second Service Agreement

Because no counter proposal was submitted to UHI from Barnabas, UHI decided that it would not be able to negotiate an acceptable contractual relationship with Barnabas considering the critical time frame that UHI faced with the new Medicaid Initiative in the state of Georgia This prompted me to send the email to you on January 18, 2005 At this point, the Second Service Agreement was withdrawn

The Request For Documents and Data

The letter dated January 20, 2005 requests that UHI turn over certain documents created by UHI It is UHI's understanding that Iris Johnson is the custodian for all the documents and data that were created for Barnabas and UHI UHI also understands that Iris Johnson is Chief Executive Officer of Barnabas UHI will certainly try to deliver all the documents and data you have requested, once we receive them from Iris Johnson

Respectfully,

A handwritten signature in dark ink, reading "Benjamin E. Woods MD". The signature is fluid and cursive, with the "MD" clearly visible at the end.

Benjamin E Woods, MD
President and Chief Executive Officer
Universal Healthcare Integrated, Inc

This letter was e-mailed to Mr Charles Howard and Rev Anthony Alford on January 25, 2005

Frank Vann

From Frank Vann [fvann@ccaatlanta.com]
Sent Thursday, August 19, 2004 4:07 PM
To 'Frances.Hodges@Regions.com'
Subject Wire and Account Transfers

Greetings Fran,

We will appreciate your help in moving monies from the Barnabas Investors, Inc. account number 64 1305 8905

Please move \$395,000.00 to Senior Housing Services' account number 64 1305 2796

Please wire \$102,000.00 to Universal Healthcare Integrated, Inc.'s account at Capital City Bank and Trust Company. I have attached a copy of the UHI wire instructions for your reference.

Thank you for your assistance.

Warmest regards,
Frank

8/19/2004

Subj: **FW: Wire and Account Transfers**
Date: 8/19/2004 4:49:59 PM Eastern Standard Time
From: fvann@ccaatlanta.com
To: nickpat2893@aol.com

Greetings Charles,

I have received an instruction to move these monies from the Barnabas account

to the following accounts: Fran Hodges frances.hodges@regions.com with your approval. If possible
please sign the wire transfer instructions, sign your name and date at the bottom of the wire transfer instructions at Regions Bank. Thank you.
4395

Thanks for your help Charles
Frank

-----Original Message-----

From: Frank Vann [mailto:fvann@ccaatlanta.com]
Sent: Thursday, August 19, 2004 4:07 PM
To: 'Frances Hodges@Regions.com'
Subject: Wire and Account Transfers

Greetings Fran,

We will appreciate your help in moving monies from the Barnabas Investors, Inc. account number 64 1305 8905 to the following accounts

Please move \$395,000.00 to Senior Housing Services' account number 64 1305 2796

Please wire \$102,000.00 to Universal Healthcare Integrated, Inc.'s account at Capital City Bank and Trust Company. I have attached a copy of the UHI wire instructions for your reference

Thank you for your assistance

Warmest regards,
Frank

As per above instructions
Charles M. Howard

Thursday, August 19, 2004 America Online Nickpat2893



Member FDIC

Closing Date
07/30/2004P O BOX 937
GAINESVILLE GA 30503

065 37 1

BARNABAS INVESTORS INC
2450 ATLANTA HIGHWAY, SUITE 904
CUMMING GA 30040

ACCOUNT NUMBER
641 30 58 90 5
0 Debit Enclosures
0 Credit Enclosures
0 Total Enclosures

Direct Inquiries to (800) 483-9393

BUSINESS CHECKING 6 41 30 58 90 5**BUSINESS CHECKING SUMMARY (07/15/2004 - 07/30/2004)**

Ending Balance Last Statement	Plus 2 Deposits	Less 3 Withdrawals	Ending Balance This Statement
\$0 00	\$ 497,446 75	\$ 24 25	\$497,422.50

DAILY ACTIVITY JOURNAL

Date	Description	Deposits	Withdrawals	Balance
07/15	Beginning Balance			\$0 00
07/23	Wire Trans Reg Wire Dept	\$497,434.50		\$497,434.50
07/23	WIRE FEE REG WIRE DEPT		\$12 00	\$497,422.50
07/30	MAINTENANCE FEE		\$12.00	\$497,410.50
07/30	CHARGEABLE CREDITS		\$0 25	\$497,410 25
07/30	Earnings Credit	\$12.25		\$497,422.50
07/30	Ending Balances	\$497,446.75	\$24 25	\$497,422.50

PLEASE EXAMINE AT ONCE. IF NO ERROR IS REPORTED WITHIN 30 DAYS OF THE CLOSING DATE, THE ACCOUNT WILL BE CONSIDERED CORRECT. PLEASE ADVISE AT ONCE OF ANY CHANGE IN YOUR ADDRESS.

Visit Regions' Internet web site at www.regions.com

*WALLACE & WATSON, P C
ATTORNEYS AT LAW
2656 S LOOP W, STE 140
HOUSTON, TEXAS 77054
TELE 713-661-3231
FAX 713-661-8212*

*Sonya O Wallace
Carol L Watson*

May 29, 2009

Bankruptcy Clerk's Office
121 Spring Street South East
Room 120
Gainesville GA 30501

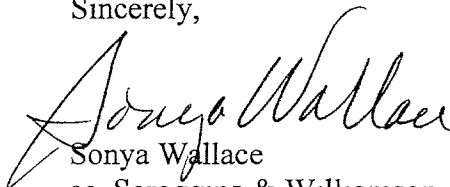
Re Case No 08-20355-reb
Name of Debtor Cornerstone Ministries Investments, Inc
Name of Creditor Metropolitan Christina Methodist Episcopal Church

Dear Sir/Madam

Please find enclosed a "Proof of Claim" to be filed in the above referenced case
Please file stamp the copy and return in the self addressed stamped envelope

Your immediate attention is appreciated!

Sincerely,


Sonya Wallace
cc Scroggins & Williamson
BMC Group