

# EXHIBIT 6

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**Transmit To • Burton W. Wiand c/o Jeffrey Rizzo**

**Company/Firm • Fowler White Boggs P.A.**

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March 17, 2009

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**Via Facsimile 813-229-8313**

Burton W. Wiand, Receiver  
c/o Jeffrey Rizzo  
Fowler White Boggs P.A.  
501 East Kennedy Blvd., Suite 1700  
Tampa, FL 33602

Re: Securities and Exchange Commission v. Arthur Nadel, et al.  
Case No. 8:09-cv-87-T-26TBM (M.D. Fla.)

Dear Mr. Rizzo:

Our firm represents Wachovia Bank with respect to certain outstanding loans to Laurel Preserve, LLC ("Laurel") and Scoop Real Estate, L.P. ("Scoop"). Wachovia is a secured creditor of both Scoop and Laurel. Currently, both loans are in payment default.

Wachovia holds and owns a promissory note from Laurel in the original principal amount of \$1,900,000.00 and dated May 2, 2008 (the "Laurel Note"). That note is secured by a Deed of Trust and Assignment of Rents which was recorded in the public records of Buncombe County, North Carolina in O.R. Book 4560, Page 779. The Deed of Trust encumbers certain land in Buncombe County, North Carolina. By virtue of that Deed of Subordination dated May 2, 2008 between Laurel Mountain Preserve, LLC and Laurel, Wachovia holds a first-priority, senior lien against the subject property. Laurel is required to make monthly payments of interest only, with the full principal coming due on May 1, 2009. I have attached a breakdown of the current indebtedness on the Laurel Note on Schedule A.

Wachovia also holds and owns a promissory note from Scoop Real Estate, L.P. in the original principal amount of \$2,655,000.00 dated May 23, 2005 (the "Scoop Note"). That note is secured by a Deed of Trust and Security Agreement between Scoop and Wachovia which was recorded in the public records of Alamance, North Carolina in O.R. Book 2247, Page 707. Scoop is required to make monthly payments of interest only, with the full principal due on May 23, 2009. I have attached a breakdown of the current indebtedness on the Scoop Note on Schedule B.

Both Scoop and Laurel have defaulted on the Scoop and Laurel Notes, respectively. Specifically, neither Scoop nor Laurel has made the required monthly payments. Further, the

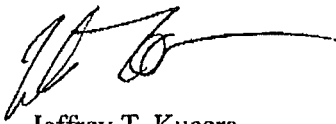
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Jeffrey Rizzo  
March 17, 2009  
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appointment of a receiver is, in and of itself, an event of default under the Scoop Note, the Laurel Note, and the various Loan Documents associated with each of the notes.

Wachovia is interested in realizing its claims against its collateral, and in obtaining monthly interest payments while the collateral remains within the receivership estate. We would appreciate the opportunity to speak with you regarding these matters. Please advise as to when you would be available for a conference call.

Sincerely,



Jeffrey T. Kucera

JTK:

Encl.

Cc: Erika Stilwell (via electronic mail)  
Pat Schnitzer (via electronic mail)  
Kevin Heiser (via electronic mail)

**SCHEDULE A****OBLIGATIONS DUE FROM LAUREL PRESERVE, LLC ON THE LAUREL NOTE AS OF  
MARCH 11, 2009**

Principal:	\$1,900,000.00
Interest:	\$10,006.73
Late Charges:	\$257.48
<b>TOTAL DUE:</b>	<b>\$1,910,264.21</b>

**SCHEDULE B****OBLIGATIONS DUE FROM SCOOP REAL ESTATE, L.P. ON THE SCOOP NOTE AS OF  
MARCH 16, 2009**

Principal:	\$2,655,000.00
Interest:	\$12,784.37
Late Charges:	\$639.21
<b>TOTAL DUE:</b>	<b>\$2,668,423.58</b>
Next interest payment due March 23:	\$5,428.47