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August 01, 2022

John Martin Foster, Esquire
PO Box 106
Rock Hill SC 29731-6106

Mr. Brian Wendell Tyson, Esquire
16928 Lancaster Hwy
Ste 109
Charlotte NC 28277

Re: Katkams Ventures, LLC v. No Limit, LLC
Appellate Case No. 2019-001243

Dear Counsel:

Enclosed is a copy of an order of the panel denying your petition for rehearing. Your petition for rehearing en banc was distributed to the judges, but it has been rejected. *See* Rule 219, SCACR.

Very truly yours,

V. Claire Allen

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cc: The Honorable Brian M. Gibbons

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**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

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SC Court of Appeals

KATKAMS VENTURES, LLC and SUPREMA, LLC,
as successors in interest to 521, LLC, Respondents,

v.

NO LIMIT, LLC d/b/a No Limit Financial, LLC, and
Erich Simpson, Appellants.

Appellate Case No. 2019-001243

Appeal From Lancaster County
Brian M. Gibbons, Circuit Court Judge

Unpublished Opinion No. 2022-UP-205
Submitted April 1, 2022 -- Filed May 18, 2022

AFFIRMED

John Martin Foster, of Rock Hill, for Appellants.

Brian Wendell Tyson, of Law Office of Paul H. Bass,
LLC, of Charlotte, North Carolina, for Respondents.

PER CURIAM: No Limit, LLC d/b/a No Limit Financial, LLC and Erich Simpson (collectively, Tenant) appeal the circuit court's order granting summary judgment to Katkams Ventures, LLC and Suprema, LLC, successors in interest to 521, LLC (collectively, Landlord) and the damages award to Landlord. On appeal,

Tenant argues it is entitled to have the future rental damages reduced to their present value.

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The lease provided the damages stemming from a default included "an amount equal to the amount of all rents reserved under [the lease]," minus the amount of rent collected by reletting the premises. Because the damages were calculated as provided for by the lease agreement, we find the circuit court did not err. Accordingly, we affirm pursuant to Rule 220(b), SCACR, and the following authorities: *Bluffton Towne Ctr., LLC v. Gilleland-Prince*, 412 S.C. 554, 562, 772 S.E.2d 882, 887 (Ct. App. 2015) ("A lease agreement is a contract, and an action to construe a contract is an action at law." (quoting *Middleton v. Eubank*, 388 S.C. 8, 14, 694 S.E.2d 31, 34 (Ct. App. 2010))); *Fesmire v. Digh*, 385 S.C. 296, 302, 683 S.E.2d 803, 807 (Ct. App. 2009) ("This Court reviews all questions of law de novo."); *Crenshaw v. Erskine Coll.*, 432 S.C. 1, 24, 850 S.E.2d 1, 13 (2020) ("Actions on a contract must be based on the terms of the contract.").

AFFIRMED.¹

GEATHERS and HILL, JJ., and LOCKEMY, A.J., concur.

¹ We decide this case without oral argument pursuant to Rule 215, SCACR.

JEFF HAMMOND

Clerk of Court

P.O. Box 1809

Lancaster, SC 29721-1809



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