

STATE OF SOUTH CAROLINA,	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
	)	CIVIL ACTION NO. 2023-CP-10-01512
	)	
CHARLESTON SC PROPERTY HOLDINGS,	)	
LLC, and HANAHAN SC PROPERTY	)	
HOLDINGS, LLC,	)	
	)	
Plaintiffs,	)	<b>ORDER APPOINTING</b>
	)	<b>RECEIVER</b>
	)	
	)	
vs.	)	
	)	
	)	
RITTENBERG OP LLC, HANAHAN OP LLC	)	
GOLDNER CAPITAL MANAGEMENT LLC,	)	
SC TWO OP HOLDINGS LLC,	)	
and SAMUEL GOLDNER,	)	
	)	
Defendants.	)	
	)	

**RECEIVED**  
**Apr 29 2024**  
**SC Court of Appeals**

**THIS MATTER** came before the Court for hearing on April 11, 2023 on Plaintiffs’ Motion For Appointment of Receiver (the “Motion”). Plaintiffs, Charleston SC Property Holdings, LLC and Hanahan SC Property Holdings, LLC (“Plaintiffs”) have applied for the appointment of a receiver in this action pursuant to the provisions of South Carolina Code § 15-65-10, *et seq.* (the “Receivership Act”) and S.C.R.C.P. Rule 66. The Plaintiffs were represented at the hearing by Charles P. Summerall, IV. The Defendants were represented at the hearing by Christopher Brumback.

The Court has reviewed the Motion, the Verified Complaint, the Court file, and other applicable submissions and has advised Defendants Rittenberg OP LLC, (“Rittenberg Lessee”), Hanahan OP LLC, (“Hanahan Lessee”) (together, the “Lessees”), Goldner Capital Management LLC, SC Two OP Holdings LLC, and Samuel Goldner (“Goldner”) (collectively, the

“Defendants”) of the entry of this Order (the “Order”). Based on the record in this case, the Court finds and concludes:

1. This Court has jurisdiction over the parties and subject matter of this case, and that venue is proper.

2. Under South Carolina’s Receivership Act, the Court has the statutory power to order the appointment of a receiver to protect a party’s business and property interests in commercial real property and personal property related to or used to operate the business. South Carolina Code § 15-65-10.

3. The Court also has the equitable power to order the appointment of a receiver. *Midlands Util., Inc. v. S.C. DHEC*, 301 S.C. 224 (1989) (the appointment of a receiver is within the discretion of the circuit judge).

4. Plaintiffs have met their burden to appoint a receiver for the Lessees, the Facilities, and the Personal Property, which includes the assets and Operations described in the Motion.<sup>1</sup>

5. Proper and adequate notice was given to Defendants.

6. Good cause exists for issuing this Order, appointing a receiver over the Lessees, the Facilities, and the Personal Property and Operations. Defendants have failed to meet their obligations under the Lease, and Plaintiffs are entitled to enforce their rights and remedies, including, without limitation, the right to have a receiver appointed. A receiver is necessary to protect both the residents of the Facilities and the rights of Plaintiffs because the Facilities and the Personal Property are being subjected to or are in danger of impairment, waste, loss, substantial diminution in value, misappropriation, and dissipation, and a further delay would

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<sup>1</sup> For the sake of clarity, the powers of the Receiver shall specifically include the operation of the Facilities. Unless otherwise defined herein, defined terms shall have the meaning ascribed them in the Motion.

cause an injustice to the Plaintiffs and the residents. Moreover, the Lessees appear to be insolvent or in imminent danger of insolvency.

7. The Receivership Act authorizes the Court to appoint a receiver when a party has established “an apparent right to property which is the subject of the action and which is in the possession of an adverse party and the property, or its rents and profits, are in danger of being lost or materially injured or impaired,” and/or when “a corporation... is insolvent or in imminent danger of insolvency”. S.C. Code Section 15-65-10, subsections (1) and (4). Based on the record in this case, the Court finds and concludes that appointment of a receiver is justified and appropriate under both of these alternative subsections of Section 15-65-10.

8. The Defendants argued that subsection (4) of Section 15-65-10 applies only to corporations, and not to limited liability companies. The Court finds and concludes that the Receivership Act, including subsection (4) of Section 15-65-10, applies to limited liability companies such as the Lessees.

9. On April 10, 2023, the Defendants filed a Motion to Dismiss, or in the alternative to Stay, and Compel Arbitration (the “Defendants’ Motion”). The Defendants’ Motion has not been scheduled for hearing, and the Court expresses no opinion on the arbitration issues asserted therein. For purposes of this Order, the Court finds and concludes that the appointment of a receiver at this time is proper. *See Palmetto Wildlife Extractors, LLC v. Ludy*, 435 S.C. 690, 869 S.E.2d 859, 866 (Ct. App. 2022)(a motion to appoint a receiver can only be resolved by the circuit court, not by an arbitrator).

Based upon the foregoing, it is hereby,

**ORDERED AND ADJUDGED:**

1. The Motion is **GRANTED**.

2. Appointment. Michael F. Flanagan (“Receiver”) is qualified to act as Receiver in this action and is appointed Receiver over the Lessees, the Facilities and the Personal Property and Operations. The appointment of the Receiver is effective as of April 17, 2023 (the receivership “Effective Date”) and continues until further order of this Court. As previously ordered by the Court on April 6, and pending the April 17, 2023 Effective Date for the appointment of the Receiver, the parties shall not dispose of any property or do anything adverse with any property, real, financial, or otherwise, except such actions as would occur during the normal course and scope of business. The Receiver shall schedule weekly meetings with Plaintiffs to provide information on the status of the receivership.

3. Powers of Receiver. As of the Effective Date, and ending upon termination of such appointment by further Order of the Court, Receiver is authorized to take possession, custody and control of the Facilities and Lessees’ business operations, assets, and property, of whatever nature, including, without limitation, the Personal Property (collectively, the “Personal Property and Operations”), and is authorized, but not required, to perform all services and take all actions necessary or advisable to oversee, carry on, manage, care for, maintain, repair, insure, protect, and preserve the Personal Property and Operations, without further order of the Court, including, but not limited to, the following:

- a. To take immediate possession of, custody of, and control over the Facilities and all of the Personal Property and Operations and all other property and assets of Lessees. For the avoidance of doubt, the Personal Property and Operations shall include all business operations and all personal property of any kind owned by the Lessees used in connection with the Facilities, including all intellectual property, fixtures, equipment, inventory, books and records, bank accounts, keys, combinations for locks, passwords or other access to information, and intangibles.
- b. To engage Legacy Healthcare Financial Services, or such other management company as Receiver may select in consultation with Plaintiffs, to manage the Facilities on terms and condition acceptable to Plaintiffs and Receiver.

- c. To change any locks and, if appropriate, limit access to some or all of the Facilities.
- d. To direct Defendants and their officers, agents, employees or other representatives immediately to turn over and deliver or cause to be delivered to the Receiver or his designee all personalty which is owned by the Defendants and relates in any manner to the Facilities or the Personal Property and Operations including, without limitation, all keys, combinations for locks, passwords or other access codes, books, records, accounts, operating statements, reserve accounts and the like pertaining to the Personal Property and Operations.
- e. To negotiate all bills, drafts, loan documents (with Plaintiff or others), notes or other instruments in the name of the Lessees.
- f. To execute agreements, as necessary, with terms which are reasonable and customary for the type of use involved for the benefit of the Facilities and the Personal Property and Operations, and such agreements shall have the same effect as if executed by Lessees.
- g. To retain and pay professionals (e.g. counsel, accountants, etc.) (“Professionals”) to advise and assist Receiver with the Facilities and the management and administration of the Personal Property and Operations, including independent legal counsel to furnish legal advice to the Receiver for such purposes as may be necessary during the period of receivership. With the prior approval of Plaintiffs, the Receiver is also empowered to employ, consultants and other professionals to furnish other advice and services to the Receiver, all for such purposes as may be reasonable and necessary during the term of the receivership.
- h. To collect and receive all earnings, rents, issues, income, profits, and other revenues (the “Revenues”) of the Facilities and Lessees’ Personal Property and Operations now due and unpaid or that may be earned after entry of this Order.
- i. To (a) continue to maintain and utilize Lessees’ deposit accounts, which shall be used exclusively for deposits and disbursements of the Revenues and (b) direct payors to deposit funds due and owing to Defendants in the bank accounts related to the Facilities. Receiver shall be expressly authorized to operate the Facilities as a single business enterprise, including commingling the revenues generated from both Facilities and to use such revenues to pay the liabilities incurred by both Facilities during the course of the Receivership.
- j. To apply the Revenues as follows to pay: (a) the Receiver’s reasonable fees and expenses and those of its Professionals including law firms representing the Receiver; (b) premiums for adequate property and liability insurance; (c) taxes and assessments; (d) utility bills and garbage and waste removal; (e) expenses

for minor, routine and ordinary items of maintenance and repair not involving capital improvements (the parties acknowledge the Receiver may specifically do all minor repairs and maintenance from time to time as may be required so as to avoid loss or damage to the Facilities and the Personal Property and Operations); (f) expenses to continue the day to day operations, which may include hiring such employees and third party vendors as the Receiver deems necessary and appropriate to assist him in managing the Personal Property and Operations in a business-like manner during the Receivership; and (g) to Plaintiffs toward the Total Outstanding Amount due under the Lease.

- k. To conduct discovery, provide notice, pursue claims, cooperate, negotiate, and otherwise take all steps necessary to recover or obtain coverage from any entity relating to: (a) the acts, conduct, property, liabilities, or financial condition of the Defendants, (b) the claim policies, or (c) any other matter or item that may affect the Receiver's administration of the Personal Property and Operations.
- l. To commence, prosecute and settle such actions at law or in equity that the Receiver deems necessary to fulfill its duties to preserve the Personal Property and Operations.
- m. To maintain existing or open new accounts with, or negotiate, compromise or otherwise resolve Lessees' existing obligations to utility companies or other service providers or suppliers of goods and services to Lessees or to otherwise enter into such agreements, contracts or understandings with such utility companies or other service providers or suppliers as are necessary to maintain, preserve and protect the Personal Property and Operations.
- n. To open new bank accounts with respect to the Receiver or his designee's management of the Personal Property and Operations, and with respect to any bank account in the name of the Lessees or otherwise maintained by the Lessees to: (a) require said bank to convert the account name to such name as requested by the Receiver; (b) modify the authorized signors on the account to those persons requested by the Receiver, (c) delete any signors to the account as requested by the Receiver; and (d) ensure compliance with other similar requests made by the Receiver, including, without limitation, using Lessees' EIN while naming the account as a receivership account.
- o. To utilize any and all of the existing sales, use, environmental or regulatory operating licenses or permits, or any other licenses or permits relating to the Lessees.
- p. To transfer and cause to be filed this Order and any judgment or order entered in connection with this case to any district in which the Personal Property and Operations may be located and applicable law to fulfill its duties under this Order.
- q. To take possession of or, if needed, to recover (and the US. Postal Service and

all courier or delivery services shall be directed to release to Receiver or its designees), all mail or packages addressed to Lessees at any of the Properties.

- r. To hire and terminate Lessees' personnel, and to adjust the salaries or compensation of any such personnel, in Receiver's discretion (and with Plaintiff's written approval, which approval shall not be unreasonably withheld).
- s. To take any action necessary to ensure that all licenses required under federal, state, or local law to operate the Facilities is maintained.
- t. To utilize the Police or Sheriff, if necessary, to assist the Receiver in enforcing this Order and to preserve the Personal Property and Operations.

4. Budget. Within thirty (30) days of this Order, the Receiver shall provide an estimated budget of receivership related expenses to the Plaintiffs for their approval.

5. Inventory. The Receiver shall prepare and file in the Court on or before thirty (30) days from the date the Receiver takes possession, a full and detailed inventory, under oath, of all the real and personal property, of every nature pertaining to the Facilities and the Personal Property and Operations.

6. Possession and Turnover of Facilities and the Personal Property and Operations. The Receiver shall immediately take full possession of the Facilities and the Personal Property and Operations and the operational management of the Facilities, Personal Property and Operations and shall retain custody of same until further order. All persons or entities now or hereafter in possession of the Personal Property, or any part thereof, shall forthwith surrender such possession to the Receiver. For taking possession of the Facilities and the Personal Property and Operations and managing same, the Receiver is hereby authorized to employ agents, servants and employees and to contract as reasonably necessary. The Receiver shall collect all revenues and rents generated from the Personal Property and Operations. The Receiver shall deposit rents and any other funds received into a receiver account at a FDIC insured financial institution (the

“Receiver Account”). The funds in the Receiver Account shall be segregated from all other funds and accounts of the Receiver.

7. Turnover of Records and Other Items. Defendants, their respective members, shareholders, employees, affiliates, agents and all persons and entities acting by, through or under Defendants, to turn over and surrender to the Receiver possession of the Facilities and the Personal Property and Operations, including without limitation, all books, records, documents, electronic data, computer hardware and software owned or licensed by Defendants (including all computer programs, databases, disks, and other media owned by Defendants or upon which information regarding any of the Personal Property and Operations are stored, recorded, or located), mail and correspondence addressed to or which may contain information regarding the affairs of the Defendants relating to the Facilities, and Personal Property and Operations of Lessees, ledgers, rent records, files, papers, contracts, leases, licenses, permits, land use entitlements, policies and certificates, plans, specifications and drawings, deposits, rents, profits, securities, accounts, keys, pass codes, and any other non-confidential information and data related to same. Directing Defendants, all persons or entities acting by, through or under Defendants, to turn over all rents and other monies due to the Plaintiffs or the Receiver and provide Receiver with immediate access to all properties, machinery, and equipment including the Personal Property and Operations, to abide by Receiver’s requests for information and documentation so that Receiver may perform its functions with all information and knowledge, and not to interfere with or hinder in any way whatsoever the operations of Receiver during the pendency of the Receivership.

8. Stay. On the Effective Date, all creditors, landlords, other persons, Defendants and where applicable Defendants’ officers, shareholders, members, directors, partners, assigns, agents,

servants, employees, accountants, and attorneys, and all other persons shall be enjoined, stayed, and prohibited from, other than in proceedings before this Court, commencing, prosecuting, continuing or enforcing any suit or proceeding in law, equity, bankruptcy, or otherwise against or affecting Lessees or any part of the Facilities or the Personal Property and Operations without first obtaining leave of this court except that such actions may be filed to toll any statutes of limitations; taking any action for or on behalf of Lessees, interfering in any way with the actions of the Receiver (or any agent or other designee of the Receiver authorized hereunder or by order of the Court) with regard to Lessees, disposing of, concealing, or hypothecating in any manner any property or assets of Lessees, and the directors, officers, and/or agents of Defendants no longer have the authority to convey, mortgage, or pledge any property and assets of Lessees or to bind Lessees to any obligations.

9. Receiver's Additional Duties. The Receiver shall manage, preserve, protect, and maintain the Facilities and the Personal Property and Operations in a reasonable, prudent, diligent and efficient manner. Without limitation of those general duties, the Receiver is empowered, directed and authorized by this Court to act on its behalf as Receiver of the Facilities and the Personal Property and Operations to do all things necessary for the preservation, maintenance, protection, conservation and administration of the Facilities and the Personal Property and Operations, including, but not limited to, the following:

- a. Legal Requirements. The Receiver shall ensure that all aspects of the Facilities, and its use, operation, management, and development, comply with all laws, regulations, order or requirements affecting the Facilities issued by any federal, state, county or municipal authority.
- b. Use and Maintenance of Premises. The Receiver shall not permit the use of the

premises for any purpose which will or might void any required policy of insurance or which might render any loss uncollectible, or which would violate any law or government restriction.

- c. Contracts. The Receiver shall not enter any service contracts affecting the Facilities or the Personal Property and Operations, having a term which cannot be canceled (without premium or penalty), upon the termination of the receivership or upon 30 days' notice, whichever is earlier, or for a total annual compensation of more than \$50,000.00, except with prior order of this Court or the written consent of Plaintiffs. In submitting all such service contracts to the Court for its approval or to Plaintiffs, the Receiver shall disclose any affiliate relationship, or pecuniary interest, that he may have with or in such contracting party. The Receiver is authorized to accept or reject any executory contract.
- d. Pre-Receivership Expenses. The Receiver shall pay all expenses incurred regarding the Personal Property and Operations incurred in the normal and ordinary course of business and which were incurred by the Receiver on or after the date of an order granting this Motion. The Receivership and Receiver shall not be liable for any expenses incurred prior to the Effective Date, nor shall the Receiver nor Plaintiffs be required to use any revenues collected after the Receiver takes possession of the Facilities for payment of any expenses incurred regarding the Facilities or the Personal Property and Operations prior to the Receiver having taken possession of the Facilities. Notwithstanding the foregoing, the Receiver may, in the Receiver's sole and absolute discretion, pay

those expenses incurred in the normal and ordinary course of business of the Personal Property and Operations in which it was incurred prior to the Receiver taking possession of same, if, and only if, the payment of any such pre-existing expenses is necessary and critical to the ongoing operation of the Facilities (*e.g.*, utilities) or approved by the Plaintiffs. It is within the Receiver's discretion to determine which expenses incurred prior to the Receiver taking possession of the Facilities and the Personal Property and Operations were incurred in the normal and ordinary course of business and the payment of which is necessary and critical to the ongoing operations.

- e. Studies, Surveys and Inspections. The Receiver may obtain appropriate studies, surveys and inspections of the Facilities.
- f. Communications with Governmental Entities. The Receiver may communicate and negotiate with any necessary governmental entities regarding the Facilities and the Personal Property and Operations.
- g. Leases; Tenancy Issues. The Receiver will have the full authority and discretion to handle all tenancy issues, including, without limitation, terminating leases and subleases as provided under South Carolina law, all accrual rights under leases and subleases, and seek writs of possession from the Court in this case to evict the occupants, tenants and subtenants and/or to collect rent. The Receiver may negotiate leases with tenants, subtenants and prospective tenants and subtenants. The Receiver shall not renew or enter into any new leases or subleases without the express written consent of Plaintiffs or order of the Court. The Receiver also has the authority to bring and maintain separate legal

proceedings, if necessary, related to leases and tenancy issues.

- h. Permits, Approvals, Entitlements. The Receiver has the authority to apply for and transfer to Receiver any permits, licenses, plats, tentative plats, registrations, approvals, permissions, extensions, renewals, concurrencies or entitlements for the Facilities for and on behalf of and in the name of Lessees.
- i. Plaintiffs Advances. In the event that the revenues generated by the operation of the Facilities or other revenues which come into the possession of Receiver are insufficient to pay the liabilities associated with the operation of the Facilities and the costs associated with the Receivership, Plaintiffs shall make such advances to Receiver, whether on an unsecured basis or secured by the Facilities, during the pendency of the receivership as may be required to enable Receiver to operate the Facilities in accordance with applicable law and to perform his duties hereunder, with such borrowed sums to be secured by the lien in favor of Plaintiffs if so requested.

10. Compensation. The Receiver and all such approved consultants and other professionals shall be compensated from the receivership monthly to the extent funds are available and from any protective advances made by Plaintiffs. The Receiver shall be paid a monthly fee equal to \$10,000.00 per month per Facility for the first three (3) months, and \$5,000.00 per month per Facility thereafter, plus reimbursement of any out of pocket fees, costs or expenses incurred in the performance of Receiver's duties hereunder. All costs related to the receivership shall be added to the Total Outstanding Amount owed by Defendants to Plaintiffs. Neither the payment of or the failure to pay, in whole or in part, monthly compensation and reimbursement of expenses under the procedures outlined above shall bind this Court with respect to the allowance of

compensation and reimbursement of the Receiver or any Professionals.

11. No Waste. Without the approval of this Court or Plaintiffs, the Receiver shall not suffer, cause or permit: (i) any removal of any real or personal property owned or leased by Lessees, over which this Court has jurisdiction and pertaining to the Facilities and the Personal Property and Operations; nor (ii) any waste of the Personal Property and Operations or any of the components thereof.

12. Occupants, Tenants and Subtenants to Pay Receiver Rents. Any party in possession of the Facilities or the Personal Property and Operations or such other persons as may be in possession thereof, be and they are directed, until further order of this Court, to pay to the Receiver or the Receiver's duly designated agent all rents of the Facilities now due and unpaid or hereafter to become due and Defendants and their agents and designees are enjoined and restrained from collecting the rents of the Facilities, and all occupants, tenants and subtenants of the Facilities and other persons liable for the rents be and they are enjoined and restrained from paying any monies or rents for the Facilities and the Personal Property and Operations to Defendants or its managing agent, members, officers, directors, employees, agents or attorneys.

13. Interference. Except as otherwise requested or authorized by the Receiver or until further order of this Court, Defendants are enjoined from interfering in any manner with the operation and management of the Facilities and the Personal Property and Operations and acting or purporting to act on behalf of the Facilities, the Personal Property and Operations and/or the Receiver.

14. No Liability; Bond. The Receiver shall have no personal liability for any environmental liabilities arising out of or relating to Defendants' possession of the Facilities or the Personal Property and Operations. The Receiver shall have no personal liability for any

liabilities or claims arising under the Worker Adjustment and Retraining Notification (WARN) Act. The Receiver shall serve without bond, and the Receiver shall be discharged, upon the Court's approval of the Receiver's final Report (as hereinafter defined).

15. Tax Returns and other Filings. The Receiver shall not be responsible for the preparation and filing of any tax returns for Defendants (including income, personal property, commercial activity, gross receipts, sales and use, or other tax returns), other than to provide Defendants with information in the Receiver's possession that may be necessary for Defendants to prepare and file their own returns. The Receiver shall not be required to make any SEC filings for Defendants unless required to do so by law.

16. Judicial Immunity. The Receiver and the Receiver's attorneys and agents: (i) may rely on all outstanding rules of law and court orders, judgments, decrees and rules of law, and shall not be liable to anyone for their own good faith compliance with any such order, judgment, decree or rule of law; (ii) may rely on, and shall be protected in any action upon, any resolution, certificate, statement, opinion, report, notice, consent, or other document believed by them to be genuine and to have been signed or presented by the proper parties; (iii) shall not be liable to anyone for their good faith compliance with their duties and responsibilities as Receiver, or as attorney or agent for Receiver; and (iv) shall not be liable to anyone for their acts or omissions, except upon a finding by this Court that such acts or omissions were outside the scope of their duties or were grossly negligent. Except for matters in subsection (iv) of the preceding sentence, persons dealing with the Receiver shall only look to the receivership assets and any bond posted by the Receiver, if any, to satisfy any liability, and neither the Receiver nor the Receiver's attorneys or his agents shall have any personal liability to satisfy any such obligation.

17. Reports. No later than the 25th day of each month, the Receiver shall file a report

(the “Report”) make an accounting of all rents and revenues collected and all expenses paid for the previous month and shall file said Report with the Court and shall serve upon Plaintiffs’ counsel and Defendant’s counsel, if any, a copy of said Report. The Receiver shall file a final Report within forty-five (45) days after the termination of the receivership unless otherwise ordered by the Court. As an administrative convenience to aid in e-filing any reports required herein, the Receiver may provide reports to Plaintiffs, after which counsel for Plaintiffs may file a notice with the court and attach the Receiver’s Report.

18. Further Instructions. The Receiver may at any time upon notice to all parties, apply to this Court for further or other instructions or powers, whenever such instructions or additional powers shall be deemed necessary to enable the Receiver to perform properly and legally the duties of the receivership and to maintain, protect and preserve the Facilities and the Personal Property and Operations.

19. Insurance for Receiver. The Receiver may obtain liability insurance to protect the Receiver, its officers, directors, employees, contractors, and agents in carrying out its duties.

20. Notice. All written notices called for under this Order shall be: (i) delivered in person; (ii) sent by email; or (iii) mailed, postage prepaid, by overnight express carrier, addressed in each case as follows:

To Plaintiffs:

c/o Cascade Capital Group, LLC  
3450 Oakton Street  
Skokie, IL 60076  
Attn: Daniel Garden, Esq.  
Mordy Kaplan, Esq.  
Email: dgarden@cascadellc.com  
mkaplan@cascadellc.com

with a copy to Plaintiffs’ counsel:

Gutnicki LLP  
4711 Golf Road, Suite 200  
Skokie, IL 60076  
Attn: Aharon Kaye  
Email: akaye@gutnicki.com

To Receiver:

Michael Flanagan 7611 State Line Road, Suite 303  
Kansas City, MO 64114

Email: MikeFlanagan@mffllc.com

with a copy to Receiver's counsel (if any to be designated at a later date)

To Defendants:

Christopher T. Brumback, Esq,  
Brumback & Langley, LLC  
531 South Main Street, Suite 307  
Greenville, SC 29601  
Email: chris@brumbacklangley.com

21. All notices shall be deemed received and effective: (i) if delivered in person, upon personal delivery; (ii) if sent by email, on the day sent if a business day and received during business hours, or if such day is not a business day or receipt is outside of business hours, then on the next business day; or (iii) if sent by overnight express carrier, on the next business day immediately following the day sent.

22. Miscellaneous.

a. The Receiver or Plaintiffs may record this Order in the Public Records of Charleston County and Berkeley County, South Carolina, and to serve this Order on any person the Receiver deems appropriate to further his responsibilities.

b. Plaintiffs' interest in the Properties and Plaintiffs' security interest in the Personal

Property shall not be impaired by the appointment of the Receiver.

23. Reservation of Rights. Nothing contained herein shall constitute a waiver of any legal argument by Plaintiffs with the respect to the possession of the Facilities or the Personal Property and Operations and correspondingly, the right to rents that may be collected by the Receiver. Receiver shall have and enjoy all of the powers, immunities, privileges, and prerogatives ordinarily provided to receivers under applicable law, unless otherwise prohibited by this Order.

24. Discharge of Receiver. The Receiver shall carry on the duties set forth herein until such further notice of this Court discharging the Receiver.

25. Jurisdiction. The Court remains jurisdiction of this matter to amend or modify this Order and enter such further orders as it deems necessary and proper.

26. No bond was offered by the Defendants prior to entry of this Order; however, the Court will entertain any future request for bond by the Defendants in an amount commensurate with the facts of this case and applicable law.

*Electronic Signature Page to Follow*



Charleston Common Pleas

**Case Caption:** Charleston Sc Property Holdings Llc , plaintiff, et al VS Rittenberg  
Op Llc , defendant, et al  
**Case Number:** 2023CP1001512  
**Type:** Order/Appointment of Receiver

So Ordered

S/George M. McFaddin, Jr., #2759