

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE	)	C.A. No.: 2024-CP-23-00312
)	
Christopher Jones,	)	ORDER GRANTING DEFENDANTS’
	)	MOTION TO DISMISS
Plaintiff,)	
	)	(Cancelling Lis Pendens in
vs.	)	2024-LP-23-00058, and
	)	Cancelling Mechanic’s Lien in
D&B Real Estate Ventures, LLC; Darius	)	ROD Book MI 0157 at Pages 0241-0246)
Jones ; Bradley Robinson)	
)	
Defendants.)	

This matter is before this Court upon a Motion to Dismiss filed by Defendants D&B Real Estate Ventures, LLC, Darius Jones, and Bradley Robinson (“Defendants”).

BACKGROUND

On January 16, 2024, the Plaintiff Christopher Jones (“Plaintiff”) filed a Mechanic’s Lien (the “Lien”) against property owned by Defendant D&B Real Estate Ventures, LLC, with an address of 331 Loop Street, Greenville, South Carolina 29609 (the “Property”). The Lien was filed in the Greenville Register of Deeds Office under Book MI 0157 at Pages 0241-0246. It was attached as Exhibit A to the Plaintiff’s Complaint.

On the face of the Lien, it states the following above the Plaintiff’s notarized signature:

**Claimant, Christopher Jones furnished the following Labor, Materials or Services:
Construction Services, Finances, Material, Labor and Funds.**

1. By virtue of a duly executed, legally binding verbal and written contract and approval, Claimant contracted with other contractors and subcontractors to improve the above-

mentioned property by purchasing materials, installing materials, assist with new addition design-build home, pre-engineering, infrastructure work, negotiations, and consulting, installing HVAC hardware, new electrical, plumbing, insulation, clearing & cutting trees and provided comprehensive planning for residential housing occupancy. Darius Jones and Bradley Robinson for D & B Real Estate Ventures, LLC assured Petitioner that the funds would be paid to the Petitioner by Respondents. The Respondents proposed to reimburse Petitioner for the funds he committed to this property. Petitioner has provided materials, services and finances up until this date to the property located at 331 Loop Street Greenville, SC 29609. As of the time of the filing of this document, Claimant Christopher Jones has not received payment, nor due consideration.

2. Labor, finances, material, and services were furnished in connection with improvement and operations of the property located **331 Loop Street Greenville, South Carolina 29609**
3. **Tax Map #0176-00-0.120.00** in the County of Greenville. A legal description of the property is attached as Exhibit "A".
The name and address **D & B Real Estate Ventures, LLC 331 Loop Street Greenville, SC 29609**
4. Claimant claims a Mechanic's Lien against the said property for the amount of **\$45,610.51** by virtue and authorization of the Owners along with a legally binding agreement, and authorization to perform the work. Claimants contracted with D & B Real Estate Ventures, LLC for the benefit of the property and the Owners Darius Jones and Bradley Robinson.

Dated: January 16, 2024; Christopher Jones, Lien Administrator, 330 East Coffee Street Greenville, SC 29601;

By:  Christopher Jones, Lien Administrator

I am ___ am not XX required to be licensed or registered as required by South Carolina Code Annotated § 29-5-15.

See *Lien*, pp. 1-2.

The next page of the Lien includes a Verified Statement of Account, which the Plaintiff also signed before a notary as further certification of the purported work and debt amounts giving rise to the Lien. See *Lien*, p. 3.

On the day after filing the Lien, January 17, 2024, the Plaintiff filed a Complaint with the following title in its caption: "Foreclosure of Mechanic's Lien". The Complaint was filed against each of the above-referenced Defendants despite the Property being owned by only Defendant D&B Real Estate Ventures, LLC, as shown on the Lien. The Complaint asserts the following six (6) causes of action: (1) Foreclosure of Mechanic's Lien; (2) Quantum Meruit; (3) Unjust Enrichment; (4) Breach of Contract; (5) Violation of S.C. Code § 27-1-15; and (6) Misrepresentation. The relief sought in the Complaint is the same amount referenced in the Lien, \$45,610.51.

In each of the first five (5) Causes of Action plead by Plaintiff, reference is made by Plaintiff to the purported labor and materials provided by Plaintiff towards the Property.

The Sixth Cause of Action pled by Plaintiff includes just one paragraph that reads as follows:

34. Defendants deliberately misrepresented that the correct and truthful status of the title to 331 Loop Street Greenville SC bearing Tax Map No. 0176-00-0.120.00. Plaintiff will evidence demonstrating that the title to this property is not unencumbered. According to attorneys Bracknell Shuler and Andrew Jones Jr., stated to Plaintiff that the title to this property is not clear to close with title insurance. Defendants intentionally misrepresented to Plaintiff that there was a recent title search prior to Plaintiff contract.

See *Complaint*, p. 7.

The Plaintiff also filed a *Lis Pendens* on January 17, 2024, under 2024-LP-23-00058 (the “*Lis Pendens*”).

On February 7, 2024, Defendants filed a Motion to Dismiss or in the alternative, Motion for Summary Judgment.

A hearing was held on March 7, 2024, with attorney M. Stokely Holder present for Defendants, and Plaintiff appearing *pro se*.

STANDARD OF REVIEW

A Motion to Dismiss under Rule 12(b)(6), SCRCF, may be granted if the alleged facts and inferences to be drawn therefrom, viewed in the light most favorable to the plaintiff, do not entitle the plaintiff to relief on any theory. *Hambrick v. GMAC Mortg. Corp.*, 370 S.C. 118, 634 S.E.2d 5 (Ct.App. 2006).

LAW AND ANALYSIS

S.C. Code Ann. § 40-59-30(B) provides that a person who has “not procured a license or registered with the commission and is required to do so by law may not file a mechanic’s lien or bring an action at law or in equity to enforce the provisions of a contract for residential building.” *S.C. Code Ann. § 40-59-30(B)*. At the hearing, the Plaintiff admitted to the fact that he is not licensed as a residential builder or a specialty contractor.

In an effort to avoid the implications of the above-referenced statute, the Plaintiff stated that he merely subcontracted the work at issue to a licensed builder. Not only does this run contrary to the Plaintiff’s own sworn pleadings, that arrangement would still be violative of the relevant statutory scheme. See *S.C. Code Ann. § 40-59-20(6)* (“‘Residential builder’ means one who constructs, superintends, or offers to construct or superintend the construction, repair,

improvement, or reimprovement of a residential building or structure ... when the cost of the undertaking exceeds five thousand dollars. Anyone who engages or offers to engage in such undertaking in this State is considered to have engaged in the business of residential building.”)(emphasis added).

The Plaintiff’s own allegations, and sworn statements attached thereto, state that he performed over Five Thousand Dollars (\$5,000.00) worth of construction work on the Property. The Plaintiff admits that he doesn’t have a residential builders license. Accordingly, the Plaintiff doesn’t have legal standing to pursue his claims for the work he alleged to perform on the Property, and Plaintiff’s lien is considered frivolous under S.C. Code Ann. § 29-5-15. Therefore, Plaintiff’s causes of action must be dismissed, the *Lis Pendens* shall be dismissed, and the Mechanic’s Lien shall be cancelled of record by the filing of this Order in the Register of Deeds Office.

The Plaintiff’s Six Cause of Action for Misrepresentation is also clearly defective. To establish a cause of action for Misrepresentation, sufficient allegations of fact must be present in the Complaint to address all elements of fraud/misrepresentation or the Complaint will be considered ‘fatally defective’. *Mutual Savings & Loan Ass’n v. McKenzie*, 274 S.C. 630, 633, 266 S.E.2d 423 (1980). From what can be discerned from the Plaintiff’s one paragraph Cause of Action for Misrepresentation, it is woefully lacking and in does not satisfy the pleading requirements for a claim of fraud/misrepresentation in this State.

Of further note, Plaintiff’s Prayer for Relief specifically states that he is seeking the same \$45,610.51 in damages for his Sixth Cause of Action (Misrepresentation) as he is seeking under his Second, Third, Fourth and Fifth Causes of Action. The allegations in each of those prior

causes of action relate specifically to the purported materials and labor the Plaintiff alleges to have provided towards the Property, and they each (together with the First Cause of Action) make clear that the amount is reflective of the debt owing for such materials and service. Accordingly, the same ground for dismissing the Plaintiff's first five Causes of Action (violation of S.C. Code Ann. § 40-59-30(B)) is an additional ground for dismissing the Plaintiff's Sixth Cause of Action.

CONCLUSION

After considering the pleadings, arguments from the parties, and the applicable law, the Court GRANTS the Defendants' Motion and hereby orders that: **(1) the Plaintiff's Complaint against Defendants shall be dismissed; (2) the *Lis Pendens* shall be cancelled of record by the filing of this Order in 2024-LP-23-00058; and (3) the Lien shall be cancelled of record by the filing of this Order in the Greenville County Register of Deeds Office.**

AND IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE FOLLOWS



Greenville Common Pleas

Case Caption: Christopher Jones vs. D & B Real Estate Ventures Llc , defendant, et al
Case Number: 2024CP2300312
Type: Order/Other

So Ordered

G.D. Morgan Jr.

Certificate of Electronic Notification

Recipients

M. Holder - Notification transmitted on 04-10-2024 09:12:01 AM.

Raford Bussey - Notification transmitted on 04-10-2024 09:12:01 AM.

Joye Coleman - Notification transmitted on 04-10-2024 09:12:00 AM.

***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING [NEF]

-

A filing has been submitted to the court RE: 2024CP2300312

Official File Stamp: 04-10-2024 09:11:51 AM

Court: CIRCUIT COURT

Common Pleas

Greenville

Case Caption: Christopher Jones vs. D & B Real Estate
Ventures Llc , defendant, et al

Document(s) Submitted: Order/Other-Dismiss Complaint/Cancel LP and
Lien Order/Other

Filed by or on behalf of: Grenville D. Morgan

This notice was automatically generated by the Court's auto-notification system.

-

The following people were served electronically:

M. Stokely Holder for D & B Real Estate Ventures
Llc et al

Raford W Bussey, Jr. for D & B Real Estate
Ventures Llc et al

Joye S Coleman for Darius Jones, Bradley
Robinson

**The following people have not been served electronically by the Court. Therefore, they must
be served by traditional means:**

Christopher Jones for Christopher Jones

Christopher Jones for Christopher Jones

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
)
Christopher Jones)
)
)
Plaintiff,)
)
)
D & B Real Estate Ventures, LLC)
Darius Jones)
Bradley Robinson)
)
_____)
Defendants.)
)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
C.A. No. 2024-CP-23-00312

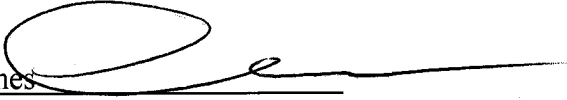
SUMMONS

24 JAN 17 PM 4:01
Brice Garrett CDC SUL SC

TO THE DEFENDANTS ABOVE-NAMED:

You are hereby summoned and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Complaint, upon the subscriber at 330 East Coffee Street Greenville SC 29601 within thirty (30) days after service hereof, exclusive of the day of service. If you fail to answer the Complaint within that time, the Plaintiff(s) will apply to the court for the relief demanded in the Complaint and a Judgment by Default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,



/s/ Christopher Jones
Christopher Jones, Plaintiff
330 East Coffee Street
Greenville, SC 29601
(864) 371-0989

January 16, 2024

Verified

24 JAN 17 PM 4:01
Brice Garrett COC 6UL SC

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
)	
	)	C.A. No. 2024-CP-23- <u>00312</u>
Christopher Jones.)	
)	
	)	COMPLAINT
	)	(Non-Jury)
)	
	)	FORECLOSURE OF MECHANIC'S
	)	LIEN
D & B Real Estate Ventures, LLC)	
Darius Jones)	
Bradley Robinson)	
)	
)	
Defendants.)	

Plaintiff, by and through the undersigned Plaintiff, complaining of the named Defendants herein, would respectfully show this Court the following:

JURISDICTION AND VENUE

1. Christopher Jones (hereinafter "Plaintiff"), is an individual citizen and resident of Greenville County, South Carolina.
2. Upon information and belief, Defendants, D & B Real Estate Ventures, LLC, is a South Carolina Limited Liability Corporation, Darius Jones and Bradley Robinson, (hereinafter "Defendants") are individuals residing in Greenville County, South Carolina, and is the fee simple Owner of the real property located in Greenville County, South Carolina, at the time the labor and materials were supplied and at the time the Notice of Mechanic's Lien was filed, and as described by "**Exhibit A**" which is attached hereto and made a part hereof by reference.
3. Upon information and belief, the transactions complained of herein occurred in Greenville County, South Carolina and the Real Property which is the subject matter of this Complaint is situated in Greenville County, South Carolina and is subject to the remedy of foreclosure of the underlying Mechanic's Lien and therefore subject to the In Rem jurisdiction of

the courts of Greenville County along with subject matter jurisdiction of the alternative averments of this Complaint.

4. For the forgoing reasons jurisdiction and venue are proper with this court.

**FOR A FIRST CAUSE OF ACTION
(FORECLOSURE OF MECHANIC'S LIEN)**

5. The Plaintiff reiterates and re-alleges the prior allegations of this Complaint as if repeated herein verbatim.

6. That on or about October 20, 2023, the Plaintiff contracted with Defendants to perform repairs at 331 Loop Street Greenville, SC 29609 and to subsequently purchase said property from D & B Real Estate Ventures, LLC. (hereinafter, the "Contract" which is attached hereto as "**Exhibit B**"); said lands more specifically described as follows:

All that certain piece parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, on the eastern side of Maple Street near City of Greenville being shown as Lot No. 6, Block B on Plat at "Washington Heights", and being recorded in the ROD Office for Greenville County, SC in Plat Book M at Page 107 and being further shown on that certain Plat prepared for CR Capital Group, LLC prepared by W.E. Williams, Jr., Engr/Surveyor, Inc. dated May 11, 2012 and being depicted as 0.11 acres (4.778 square feet) said plat being recorded in the ROD Office for Greenville County in Plat Book 1141 at Page 3 on July 26, 2012

This being the same property conveyed to the Grantor by Deed of CR Capital Group, LLC dated February 27, 2013, recorded March 5, 2013, in Deed Book 2420 at Page 1717 in the ROD Office for Greenville County, SC.

And being the same property conveyed by Darius Jones to D & B Real Estate Ventures, LLC on March 10, 2016 and recorded in the ROD Office for Greenville County at Book DE 2483 Page 4473-4476.

Tax Map No. 0176-00-0.120.00

(hereinafter, the "Property").

7. That on or about Friday January 12, 2024, Plaintiff last provided labor and materials for construction of a building or improvements on the aforementioned property, pursuant to a

contract between the Plaintiff and Defendants and with the consent of the Defendants. On December 29, 2023, Plaintiff was informed that the title to said property had defects that would affect the lawful closing of the property.

8. That on Tuesday January 16, 2024, and within ninety (90) days of the last date of the final supply of labor and materials, the Plaintiff filed a Notice and Certificate of Mechanics Lien in writing in the Register of Deeds Office for Greenville County, State of South Carolina, in MI Book at Page against the aforementioned real property for the sum of Forty-Five Thousand Six Hundred Ten and 51/100 Dollars (\$45,610.51) for materials and labor furnished. (hereinafter, the ("Mechanic's Lien")). The filed Mechanic's Lien was served on the Defendant on January 16, 2024. The affidavit of service was filed in the Register of Deeds of Greenville County on January 16, 2024, (hereinafter, the "Affidavit of Service"). Said Notice and Certificate of Mechanic's Lien with Plaintiff's Statement of Account and the Affidavit of Service are attached hereto as "Exhibit A" and made a part hereof.

9. That said Notice and Certificate of Mechanic's Lien was duly verified and complied in all respects with the requirement of the South Carolina Code of Laws and was served on Defendant.

10. That each of the statements contained in the Notice and Certificate of Lien are accurate and true and Defendants, D & B Real Estate Ventures, LLC Darius Jones and Bradley Robinson, has refused to pay the sums due under said lien.

11. That said lien has not been canceled or otherwise discharged.

12. That the Plaintiff is informed and believes that it is entitled to a foreclosure of its Mechanic's Lien and subsequent payment of all debt due from the public sale of the real property which is the subject matter of this action.

13. That the Plaintiff is informed and believes that it is entitled to interest in the amount

due at the legal rate until paid.

14. That the Plaintiff is informed and believes that it is entitled to reasonable fees and costs for this action as provided for in the agreement between the parties and statutory law.

**FOR A SECOND CAUSE OF ACTION
(QUANTUM MERUIT)**

15. The Plaintiff reiterates and re-alleges the prior allegations of this Complaint as if repeated herein verbatim.

16. Defendants promised to pay Plaintiff, on request, for the labor and materials provided by Plaintiff on behalf of said Defendants.

17. The Plaintiff did render the above-mentioned labor and materials to said Defendants.

18. The reasonable value of the above-mentioned labor and materials that were provided to said Defendant and still owing, and of which said Defendants had the benefit, is Forty-Five Thousand Six Hundred Ten and 51/100 Dollars (\$45,610.51).

19. The Plaintiff has demanded that said Defendant pay the sum mentioned above, but the Defendant refused, and continues to refuse to pay Plaintiff.

20. The Plaintiff is informed and believes that it is entitled to judgment against the Defendant in the amount of Forty-Five Thousand Six Hundred Ten and 51/100 Dollars (\$45,610.51) together with prejudgment and post judgment interest thereon and the attorney fees and costs of this action.

**FOR A THIRD CAUSE OF ACTION
(UNJUST ENRICHMENT)**

21. The Plaintiff reiterates and re-alleges the prior allegations of this Complaint as if repeated herein verbatim.

22. The Defendant was unjustly enriched as a result of the labor and materials provided

by the Plaintiff.

23. The Plaintiff is informed and believes that it is entitled to a judgment against the said Defendants in the amount of Forty-Five Thousand Six Hundred Ten and 51/100 Dollars (\$45,610.51), together with pre judgment and post judgment interest thereon and the attorney fees and costs of this action.

**FOR A FOURTH CAUSE OF ACTION
(BREACH OF CONTRACT)**

24. The Plaintiff reiterates and re-alleges the prior allegations of this Complaint as if repeated herein verbatim.

25. The Plaintiff and Defendants contracted to make improvements to real property located, in Greenville County, State of South Carolina and better described in "**Exhibit B**" which is attached hereto and made a part hereof. The agreed upon contract was due to serve the purchase of the property by improving the value thereof. Plaintiff and Defendants agreed to these terms. On December 29, 2023 attorney Andrew Jones notified Plaintiff that his firm would not be perfecting the closing of 331 Loop St Greenville, SC 29609 because of "issues" with the title.

26. The Plaintiff performed all that was required on its part to be performed and demanded payment from said Defendants. Said Defendants have not paid the Plaintiff and there remains a balance due of Forty-Five Thousand Six Hundred Ten and 51/100 Dollars (\$45,610.51).

27. Defendants have refused and continues to refuse to pay the Plaintiff what is due under the contract of the parties as referenced herein.

28. By reason of the breach of the Defendants, the Plaintiff has sustained damages in the amount of Forty-Five Thousand Six Hundred Ten and 51/100 Dollars (\$45,610.51).

29. The Plaintiff is informed and believes that it is entitled to judgment against said Defendants in the amount Forty-Five Thousand Six Hundred Ten and 51/100 Dollars (\$6,610.51),

together with pre judgment and post judgment interest thereon and the attorney fees and costs of this action.

**FOR A FIFTH CAUSE OF ACTION
(Failure to Comply with S.C. Code of Laws §27-1-15)**

30. The Plaintiff reiterates and re-alleges the prior allegations of this Complaint as if repeated herein verbatim.

31. Plaintiff expended labor, services and materials under contract with Defendants to make improvements to Defendant's Property and has made just demand by hand delivery and by certified mail for the payment for such services. ("**Exhibit C**"; § 27-1-15 Demand).

32. Defendants have failed to make a reasonable and fair investigation of any sums due under such demand or pay over any portion of the claim or otherwise comply with S.C. Code of Laws § 27-1-15.

33. As such, Defendants are liable to Plaintiff in the amount of Forty-Five Thousand Six Hundred Ten and 51/100 Dollars (\$45,610.51), together with pre judgment and post judgment interest thereon and the attorney fees and costs of this action.


**FOR A SIXTH CAUSE OF ACTION
(Misrepresentation)**

34. Defendants deliberately misrepresented that the correct and truthful status of the title to 331 Loop Street Greenville SC bearing Tax Map No. 0176-00-0.120.00. Plaintiff will evidence demonstrating that the title to this property is not unencumbered. According to attorneys Bracknell Shuler and Andrew Jones Jr., stated to Plaintiff that the title to this property is not clear to close with title insurance. Defendants intentionally misrepresented to Plaintiff that there was a recent title search prior to Plaintiff contract.

WHEREFORE, the Plaintiff prays as follows:

- A. For a foreclosure of the Plaintiff's Mechanic's Lien against the property described hereinabove, including the sale of such property and the application of the proceeds of such sale to the satisfaction of the indebtedness due the Plaintiff together with interest, attorney fees and costs, under its first cause of action; and
- B. In the alternative, for a judgment against the Defendants in the amount of Forty-Five Thousand Six Hundred Ten and 51/100 Dollars (\$45,610.51), together with pre judgment and post judgment interest thereon and the attorney fees and costs of this action pursuant to the Plaintiff's Second, Third, Fourth, Fifth and Sixth Causes of Action.
- C. Forty-Five Thousand Six Hundred Ten and 51/100 Dollars (\$45,610.51), together with pre judgment and post judgment interest thereon and the attorney fees and costs of this action pursuant to Plaintiff's Fifth Cause of Action.
- D. For attorneys' fees and costs pursuant to the terms of the Contract and statutory law ;
- E. For such other and further relief as this Court may deem just and proper.

Respectfully submitted,

/s/ Christopher Jones 
Christopher Jones
330 East Coffee Street
Greenville, South Carolina 29601
(864) 371-0989

Greenville, South Carolina
January 16, 2024

EXHIBIT A

**PREPARED BY, RECORDING
REQUESTED BY AND RETURN TO:**
Christopher Jones
330 east Coffee Street
Greenville, South Carolina 29601

**IN THE REGISTER OF DEEDS OFFICE
GREENVILLE COUNTY SOUTH CAROLINA**

Christopher Jones,)
)
)
 PETITIONER)
)
 VS.)
)
 D & B Real estate Ventures, LLC)
 Tax Map #0176-00-0.120.00)
)
 RESPONDENTS)

**NOTICE OF MECHANIC'S LIEN
AND MECHANIC'S LIEN
QUANTUM MERUIT**

By Virtue of Civil Action No.

TO: Register of Deeds of Greenville County

TO OWNER: D & B Real Estate Ventures, LLC
535 Climbing Rose Court
Fountain Inn, SC 28644
Greenville County South Carolina 29644

FROM CLAIMANT: Christopher Jones

Claimant, Christopher Jones furnished the following Labor, Materials or Services:
Construction Services, Finances, Material, Labor and Funds.

1. By virtue of a duly executed, legally binding verbal and written contract and approval, Claimant contracted with other contractors and subcontractors to improve the above-mentioned property by purchasing materials, installing materials, assist with new addition design-build home, pre-engineering, infrastructure work, negotiations, and consulting, installing HVAC hardware, new electrical, plumbing, insulation, clearing & cutting trees and provided comprehensive planning for residential housing occupancy. Darius Jones and Bradley Robinson for D & B Real Estate Ventures, LLC assured Petitioner that the funds would be paid to the Petitioner by Respondents. The Respondents proposed to reimburse Petitioner for the funds he committed to this property. Petitioner has provided materials, services and finances up until this date to the property located at 331 Loop Street

2024002676 6 Pgs
M/ LIEN Book: MI 0157 Page: 0241 - 0246
January 16, 2024 04:23:22 PM
Rec: \$25.00
FILED IN GREENVILLE COUNTY, SC
Timothy J. Manning

Greenville, SC 29609. As of the time of the filing of this document, Claimant Christopher Jones has not received payment, nor due consideration.

- 2. Labor, finances, material, and services were furnished in connection with improvement and operations of the property located **331 Loop Street Greenville, South Carolina 29609**
- 3. **Tax Map #0176-00-0.120.00** in the County of Greenville. A legal description of the property is attached as Exhibit "A".

The name and address **D & B Real Estate Ventures, LLC 331 Loop Street Greenville, SC 29609**

- 4. Claimant claims a Mechanic's Lien against the said property for the amount of **\$45,610.51** by virtue and authorization of the Owners along with a legally binding agreement, and authorization to perform the work. Claimants contracted with D & B Real Estate Ventures, LLC for the benefit of the property and the Owners Darius Jones and Bradley Robinson.

Dated: January 16, 2024; Christopher Jones, Lien Administrator, 330 East Coffee Street Greenville, SC 29601:

By:  Christopher Jones, Lien Administrator

I am ___ am not XX required to be licensed or registered as required by South Carolina Code Annotated § 29-5-15.

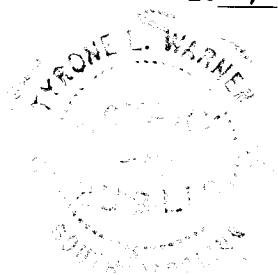
**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

I, TYRONE L. WARNER, a Notary Public for South Carolina, do hereby certify that CHRISTOPHER JONES, personally sworn to before me this day and duly executed the foregoing statements.

Witness my hand and official seal this the 16 day of JANUARY, 2024.


Notary Public for South Carolina

My Commission Expires:
Aug 10, 2033



PREPARED BY, RECORDING
REQUESTED BY AND RETURN TO:
330 East Coffee Street
Greenville, South Carolina 29609

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

Christopher Jones,)

PETITIONERS)

VS.)
D & B Real Estate Ventures, LLC)
Darius Jones)
Bradley Robinson)

RESPONDENTS)

VERIFIED STATEMENT OF ACCOUNT

By Virtue of Civil Action No. _____

VERIFIED STATEMENT OF ACCOUNT
South Carolina Code Annotated § 29-5-15

Account Balance as of January 16, 2024: \$45,610.51
Payment Received: None
Account Balance as of January 16, 2024: \$45,610.51
*Plus Interest, attorney's fees and costs.

I HEREBY CERTIFY that the foregoing is a true and correct statement of account due to Petitioners in connection with this Mechanics' Lien.

PETITIONER:

Christopher Jones, 331 east Coffee Street Greenville, SC 29601
By: _____ Christopher Jones, Lien Administrator

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

I, Tyrone L. Warner a Notary Public for South Carolina, do hereby certify that
Christopher Jones, personally sworn to before me this day and duly executed
the foregoing statements.

Witness my hand and official seal this the 16 day of JANUARY, 2024.

Notary Public for South Carolina
My Commission Expires: AUG 10, 2033

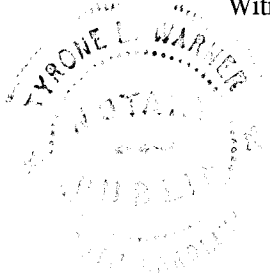


EXHIBIT B

END OF
FILING



ADDENDUM/AMENDMENT TO

[X] AGREEMENT/CONTRACT TO BUY AND SELL REAL ESTATE [] OFFER OR [] COUNTEROFFER] OR

[] RESIDENTIAL RENTAL AGREEMENT OR [] OTHER:

COVERING THE [] REAL PROPERTY [] PREMISES [] BUSINESS [] OTHER:

Further described or commonly known as:

Address 331 Loop St Unit #

City Greenville State of South Carolina

Other TMS 0176000105500

The undersigned Parties hereby agree as follows: To move the closing date on or before December 30, 2023

EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter-offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at [] AM [] PM on [] unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

Parties are solely responsible for obtaining legal advice prior to entering into this Contract and counsel as required.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties.

BUYER: Christopher Jones 12/09/2023 Date: Time:

BUYER: Equity Works LLC, Christopher Jones Date: Time:

BUYER: Date: Time:

BUYER: Date: Time:

BUYER: Date: Time:

SELLER: Darius Jones 12/11/2023 Date: Time:

SELLER: D and B Real Estate Investments LLC Date: Time:

SELLER: Date: Time:

SELLER: Date: Time:

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Photo 1



10/31/2023 11:19 AM

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AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), Equity Works LLC, Christopher Jones

("Buyer"), and

Seller(s), D and B Real Estate Investments LLC

("Seller").

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing. Guest and Brady Attorney at Law
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to initially cause this primary Contract to be binding on all Parties.
(E) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(F) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

BUYER SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

CJ (initials) BUYER(s) acknowledges receipt of the SC Disclosure of Brokerage Relationships form and is receiving Client Customer service in this transaction.

DJ (initials) SELLER(s) acknowledges receipt of the SC Disclosure of Brokerage Relationships form and is receiving Client Customer service in this transaction.

2. PURCHASE PRICE: \$ 113,000.00 One Hundred Thirteen Thousand

Payable by transfer of Good Funds via Finance or a combination of Finance and Cash USD or Cash USD. Verification of Cash available for Closing is attached not attached to be Delivered before. This Contract is not contingent upon the sale and closing of Buyer's real property and SCR504 is not attached.

3. PROPERTY: Hereby acknowledging sufficient good Contract consideration (e.g. mutual promises herein), Seller will sell and convey and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain in operable condition the Property and any personal property conveying in same operable condition, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal operable wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, lease issues and financed equipment prior to signing Contract. Leasing issues and items and financed equipment see Adjustments (e.g. tenants, leases, future vacation renters, SC vacation rental act reservations, rents, deposits, documents, solar panels, fuel tanks with fuel, alarm systems, satellite equipment, roll carts).

Address 331 Loop St Unit #
City Greenville State of South Carolina
Zip 29609 County of Greenville
Lot Block Section/Phase Subdivision
Other Tax Map 0176000105500

Parties agree that no personal property will transfer as part of this sale, except described below and/or in attachment(s):

CJ BUYER DJ SELLER
BUYER BUYER SELLER SELLER

4. **CONVEYANCE/CLOSING/POSSESSION:** "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before November 30, 2023 ("Closing Date"). Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s): Equity Works LLC

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Parties agree to hire/use licensed Attorney(s). Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

5. **EARNEST MONEY:** Total \$ 1,000.00 (USD) Earnest Money is paid as follows: \$ 1,000.00 accompanies this offer and \$ _____ will be paid by 6 P.M. on November 3, 2023 (date) and Earnest Money is in the form of check cash

other (e.g. wire) _____ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Guest and Brady Attorney at Law as Escrow Agent to deposit and hold and disburse earnest money according to the terms of any separate escrow agreement, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request. If Earnest Money is not delivered by the agreed upon date above Seller may terminate the contract by delivering Notice of Termination to the Buyer.

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT (e.g. SCR518, SCR517, MEDIATION AGREEMENT) OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR RELATED TO EARNEST MONEY, PARTY RECEIVING THE LEAST AMOUNT OF EARNEST MONEY IN THE COURT'S DISBURSEMENT ORDER AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT \$ _____ SHALL BE PAID TO THE ESCROW AGENT BY THE PARTIES AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.

6. **TRANSACTION COSTS:**
A. TRANSACTION COSTS

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs.

- 1) Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (including but not limited to mortgage insurance, title insurance lender/owner, flood, insurance, and hazard insurance) discount points, interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor.
- 2) Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes prorated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.
- 3) The following costs in addition to the costs above will be the considered Seller's or Buyer's transaction costs. If no box is checked these costs will be added to Seller's transaction costs.
 - a) All costs to obtain information from or pertaining to owners' association (e.g. printing or document fees charged to requesting party by the HOA)
 - b) Private and/or Public Transfer Fees
 - c) Any costs similar to transfer fees (e.g. certificate of assessment, capital contributions, working capital, estoppel fees or otherwise named but similar fees)

[CJ] BUYER [_____] BUYER [DJ] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

4) At Closing, Seller will pay Buyer's transaction costs not to exceed \$ _____, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

HOA dues and assessments are not considered transactions costs and are addressed by the closing attorney as needed per paragraph 22. A transfer fee is a nonrecurring fee that is being assessed solely because of a transfer in property ownership.

B. HOA Assessments (Special, Nonrecurring, Unexpected, Non-Budgeted, Etc.)

This does not apply to HOA Dues or Membership Fees. Select only one of the Following Options

- Option 1: Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer. Any remainder of the balance due on a Special Assessment approved prior to closing will be paid in full by the Seller at Closing.
- Option 2: Seller shall be responsible for the portion of any Special Assessments approved prior to Closing that are due in the calendar year of Closing. Any remaining Special Assessment payments in subsequent years are the responsibility of the Buyer. Parties direct Closing Attorney to make the appropriate adjustments per Paragraph 22 of this agreement. Special Assessments approved after Closing shall be the responsibility of the Buyer.

7. FINANCE: Buyer's obligation under this Contract is is not contingent upon obtaining financing of a 30 year or 15 year or other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts to a maximum _____ % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize Buyer's Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing by _____ (date) and shall Deliver Notice to Seller of reasonable pre-final loan approval (e.g. pre-approval letter, initial approval letter) that contains no unreasonable credit, income, or asset conditions by _____ (date) (no repairs required prior to this Notice). Final loan approval occurs when Lender funds loan(s). If the Buyer changes their Lender during the Financing Period they must notify the seller in writing within _____ calendar days. Absent written approval by the Seller, Buyer cannot change lender if the closing date agreed upon in Paragraph 4 will change as a direct result. If a Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice.

Lender (may change): _____ FHA VA Conventional Seller Other _____. An FHA VA Financing Addendum is is not attached. Additional financing terms are are not attached.

8. DUE DILIGENCE:

The DUE DILIGENCE PERIOD begins upon the Effective Date and shall expire at 6 P.M. on **November 10, 2023** (date). Any extension to this date must be made in writing and agreed to by both Parties.

During the Due Diligence Period, Buyer may take timely/prudent steps to help Buyer/Inspectors, Seller/Estimators, and REALTORS® all have adequate time for: Buyer to coordinate Inspections and Repair Requests, Seller to obtain Repair estimates, Buyer and Seller to negotiate Repairs, and Buyer to potentially timely/properly Due Diligence terminate or buy.

During the Due Diligence Period, Seller agrees Buyer may rely on the following list of five items in accordance with Contract and laws. Buyer is solely responsible for Inspections. Buyer is not required to Inspect. Until Buyer timely/properly terminates the Contract or the Parties agree on an amended Contract, the Buyer can rely on #1, #2, #3, #4, and #5. TIME IS OF THE ESSENCE. Delivering a Repair Request does not extend the Due Diligence Period.

- (1) Conduct/obtain Inspections [e.g. on site conditions, off site conditions]
- (2) Deliver Repairs Requests Notice to Seller [e.g. SCR525 with all repair requests, all/portions of reports]
- (3) Proceed under amended Contract [e.g. SCR310 and SCR525, SCR390, SCR391]
- (4) Proceed under As Is Contract [e.g. Buyer desires to buy anyway, Buyer wants Property without Repair]
- (5) Terminate Contract by timely/properly Delivering "Notice of Termination" and "Termination Fee" to Seller within the Due Diligence Period.

[CJ] BUYER [_____] BUYER [DJ] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract only by Delivering to the Seller both Notice of Termination and a Termination Fee of \$ _____ USD Good Funds.

DURING THE DUE DILIGENCE PERIOD, SHOULD BUYER FAIL TO OBTAIN A NEW/AMENDED CONTRACT WITH THE SELLER OR BUYER FAIL TO TIMELY/PROPERLY DUE DILIGENCE TERMINATE THE CONTRACT DURING THE DUE DILIGENCE PERIOD: The Buyer agrees to buy and Seller agree to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear otherwise without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed in writing by the Parties in this Contract.

9. INSPECTION/REINSPECTION RIGHTS: Buyer and SC licensed and insured inspectors ("Inspectors") reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will grant the Buyer the right to perform a final walkthrough inspection of the property within 48 hours prior to the closing date. Seller will keep all utilities operational through Closing unless otherwise agreed:

Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the inspections
Other _____ see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

10. APPRAISED VALUE:

This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Calendar Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller.

This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

11. WOOD INFESTATION REPORT: If the Property to be sold has been previously occupied, this Contract is contingent not contingent upon the Buyer Seller having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the Buyer Seller. Buyer Seller shall deliver timely Notice of and shall deliver to Closing a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than _____ calendar days prior to Closing. If the Buyer is responsible for having the Property inspected as indicated above, but does not have the Property timely inspected for the report's required Delivery time frame, the Buyer waives any and all rights under the terms of this section. The Seller makes no warranties with regard to matters covered by such infestation report or any other improvement unless specifically stated in this Contract.

If the wood infestation report reveals the presence or indication of or damages by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish the Buyer with a CL100 wood infestation report by a qualified/licensed/bonded pest control operator (dated no earlier than 30 calendar days prior to Closing) that the Property is free from infestation or any damage herein mentioned; or documentation that the infestation has been treated and damage has been repaired as appropriate in a workmanlike manner on or before closing and reported by an appropriate licensee. State law and regulations control CL100 issues. If the Seller does not make the repairs and treatment, the Buyer shall have the option to (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Contract by Delivering Notice of Termination to the Seller. If the Property to be sold has not been previously occupied, Seller shall certify that the Dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide at Closing to the Buyer a written certification from a qualified/licensed/bonded pest control operator. The obligations of the Seller under this Section terminate after the Closing.

[CJ] BUYER [_____] BUYER [DJ] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

12. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands/beachfront determined, and appropriate insurance (e.g. flood, flood contents, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, flood contents, hazard, liability) for the property prior to signing Contract.

13. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

14. HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"): Parties agree that a Home Warranty ordered by _____ with at least twelve months of coverage after Closing Date will will not be provided by Closing and \$ _____ will be paid by _____ to the Home Warranty Company. Buyer to pay any deficit and surplus reverts to payor. Proposed HWC and type of HWC: _____

NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

15. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for 5 Calendar Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount sufficient for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

16. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer/making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers have met requirements of SC Code 27-50-70 and Brokers are not responsible or liable for any information in the CDS. CDS is not a substitute for the Buyers and Inspectors inspecting the Property (related issues/onsite/offsite) "Property issues" for all needs.

Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property Issues for all their needs.

17. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms (e.g. SCR315) and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property issues per their needs.

18. SEX OFFENDER/CRIMINAL INFORMATION: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

19. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker may may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

[CJ] BUYER [_____] BUYER [DJ] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

20. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

21. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms; and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

22. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance (including any non-special assessments assessed due to increased premiums), EMS service, fuel/consumables, and all other non-special assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available and Buyer takes timely reasonable steps to minimize taxes. This section survives Closing. Buyer is solely responsible for timely and reasonably minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.

23. DEFAULT:

- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
 - (i) Deliver Notice of Default to Seller and terminate Contract; and
 - (ii) Pursue any remedies available to Buyer at law or equity; and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller found in default/breach of Contract.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
 - (i) Deliver Notice of Default to Buyer and terminate Contract; and
 - (ii) Pursue any remedies available to Seller at law or equity; and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer found in default/breach of Contract.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

24. MEDIATION: To potentially avoid expensive/lengthy/uncertain litigation, Parties may voluntarily/cooperatively decide which mediator to hire, how to pay the mediator, where to meet for mediation talks, and their own settlement agreement. Mediators do not decide settlement outcomes (Parties decide). Mediators merely facilitate the Parties reaching their own settlement and documenting settlement. Parties agree to attempt mediation for any dispute, claim, breach, representations made by any Party. Broker/other (e.g. concealment, misrepresentation, negligence, fraud) or service issues related to this Contract by using the National Association of REALTORS® Mediation Dispute Resolution System 803-772-5206 or www.NAR.REALTOR/policy/mediation or www.screaltors.org/mediation). Parties agree that the duty to attempt mediation survives closing and any signed mediation settlement agreement is binding. Parties agree some matters may proceed without mediation (e.g. foreclosure, action to enforce a mortgage or deed of trust or "rent to own" agreement, unlawful detainer action, file/enforce mechanic's lien, probate issues, interpleader action on earnest money). Parties agree some matters are not a waiver of mediation nor a breach of duty to attempt mediation (e.g. filing judicial action enabling recording notice of pending action, order for attachment/receivership/injunction or other provisional remedies).

25. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

26. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

[CJ] BUYER [_____] BUYER [DJ] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

27. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a South Carolina law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency and/or non-agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid in accordance with laws and REALTOR® ethics.

28. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, such documents can be further identified or described here (e.g. SCR 390, 391, 503, 504, 315, 320, 393, 370, 375, 513, 610): see attached addendum.

29. NOTICE AND DELIVERY: Notice is any unilateral communication (e.g. offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will only be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

30. Acknowledgements: Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank. Parties are also advised and understand that audio/visual surveillance may occur in the property and parties should plan accordingly and comply with all federal, state, and local laws. Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the SC Disclosure of Real Estate Brokerage Relationships form, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

31. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 6 AM PM on November 3, 2023 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline. **This offer will expire automatically if no action is taken by either party 30 calendar days after the offer's submittal.**

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are attached or to be Delivered to the other Party within _____ Calendar Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: Christopher Jones Authentication Date: 10/31/2023 Time: _____
Equity Works LLC, Christopher Jones

BUYER: _____ Date: _____ Time: _____

BUYER: _____ Date: _____ Time: _____

BUYER: _____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: _____

[CJ] BUYER [_____] BUYER [DJ] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

SELLER: ^{Authenticate} Darius Jones Date: 10/31/2023 Time: _____
D and B Real Estate Investments LLC

SELLER: _____ Date: _____ Time: _____

SELLER: _____ Date: _____ Time: _____

SELLER: _____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: _____

Buyer's Agent/Company _____ Buyer's Agent License #/LLR Office Code _____

Buyer's Agent's Email Address _____ Buyer's Agent Telephone Number _____

Joshua Dial Diamond Realty & Investments
Seller's Agent/Company _____ Seller's Agent License #/LLR Office Code _____

thedialcompany@gmail.com (864)200-8059
Seller's Agent's Email Address _____ Seller's Agent Telephone Number _____

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[CJ] BUYER [_____] BUYER [DJ] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

EXHIBIT C



jones Christopher <sc.equitylaw@gmail.com>

contract revisions

2 messages

darius jones <darius_jones@hotmail.com>
To: jones Christopher <sc.equitylaw@gmail.com>
Cc: Bradley Robinson <bradley.robinson1@gmail.com>

Sun, Jan 14, 2024 at 8:29 PM

Please review the attached revisions to the previously submitted contract proposal

 **loop st CONTRACT FOR SERVICES AND PURCHASE.docx**
15K

jones Christopher <sc.equitylaw@gmail.com>
To: darius jones <darius_jones@hotmail.com>

Tue, Jan 16, 2024 at 5:00 PM

Darius and Bradley

I have received your email with the "revisions". Are the funds not available? I noticed that you are now proposing to pay the agreed upon amount by "draws", or at the conclusion of the sale to Washington. If you recall, you proposed to pay me for the work already completed. Then we later agreed that I would finished the project for you and Bradley at the agreed upon price. I then introduced my buyer to you for your exclusive benefit of the sale to him. Clearly our agreement is for work already done and subsequent agreement to complete the work at Loop St. property. This is altogether and far different than any conversation or agreement we made to each other in regards to completing Loop St.

At Saturday's meeting, I asked you and Bradley were there any questions or concerns, you both agreed to the terms of the contract on Saturday and said you would execute that Saturday evening. What I have received tonight is not acceptable.

- #1. There can be no draw schedule for work already completed.
- #2. I agree to draw down on any work not yet completed.
- #3. The agreement is for \$40,000 and we equally split the master bath build-out.

It is my understanding that the entire deal is altered by this significant change. If you do not have the funds readily available, then we can adjust the entire agreement. The fact that you base out payments from the sale of the property to Emanuel Washington, a sale I have initiated, is problematic.

We agreed to the terms and neither of the terms included what you are now suggesting. I have personally improved the property overwhelmingly. How do you propose to account for the investment and improvements already made under your new scenario?

Please advise.

Chris

[Quoted text hidden]

CONTRACT FOR SERVICES AND PURCHASE

This Contract sets out the terms upon which we, Christopher Jones (**Seller/Contractor**) and Darius Jones and Bradley Robinson, a/k/a D & B Real Estate Ventures, LLC (**Buyer/Developer**), have agreed to for Renovation and Sale of the property located at 331 Loop Street, Greenville, South Carolina, 29609.

1. Introduction and Project Status

- 1.1 Christopher Jones has installed a new roof with 25 year architectural shingles and replaced all of the subfloor in order to have a smooth leveled surface for the new floor install. All electrical is brand new. The majority of the plumbing was replaced in the kitchen and existing bathroom. All HVAC will be installed new.
- 1.2 The proposed Master bath will measure at least 10 x12 feet with a walk-in closet and stack-able washer and dryer closet. We will install a concrete driveway above the existing asphalt from the street to just beyond the back door. The front walk way, we will install new concrete from the street to the porch. The porch is currently being repaired and will maintain the same dimensions.
- 1.3 All flooring, sheetrock, windows and doors are replace and is brand new as well. Both baths are full baths with new tub-shower, toilets and sinks. All interior and exterior trim will be install giving rise to a substantially new single family home.

2. Project Summary and Scope of Engagement

- 2.1 The estimated investment into this property is greater than \$25,000, however the parties have agreed to lock-in the \$25,000 amount in order to complete the project for purchase by D & B Real Estate Ventures, LLC.

- 2.2 The costs for materials and labor to complete this project are specified as follows:

- 1. Mud & Tape Sheetrock.....\$2300 (M&L)
- 2. Painting.....\$1500 (M&L)
- 3. Flooring.....\$1800 (M&L)
- 4. Trim.....\$1200 (M&L)
- 5. Kitchen with appliances.....\$4000 (M&L)
- 6. HVAC complete.....\$3800 (M&L)
- 7. New Addition Master Bath.....\$10,000 (M&L)

- 2.3 Seller/Contractor has agreed to provide all labor and rough-in for the new 10 x12 master bath, Buyer/Developer has agreed to purchase the tub/shower combo, sinks, toilet and flooring. Both Parties will share all receipts and information related to the addition.
- 2.4 The duties and responsibilities of the Seller/Contractor are limited solely to those expressly specified in this Contract.

3. **Compensation and Terms of Purchase**

- 3.1 In consideration of the Seller/Contractor's agreement to provide the Services outlined above, the Buyer/Developer agrees to pay **\$40,000**.
- 3.2 The Seller/Contractor agrees to complete the services outlined in this Contract on or before February 8, 2024.
- 3.3 The Buyer/Developer agrees to pay \$40,000 to Seller/Contractor at the commencement of this contract, in the form of Cash or a Cashier's Check payable to Christopher Jones. Other options such as electronic payment may be available upon request.
- 3.4 The Parties agree that ownership of the property located at 331 Loop Street, Greenville, South Carolina, 29609 will be transferred to D & B Real Estate Ventures, LLC upon receipt of the \$40,000, with both Parties taking any and all necessary steps to finalize the transfer of Title Deed and any other administrative or legal procedures necessary to effectuate the transfer of ownership.

4. **Governing Law and Jurisdiction**

- 4.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of South Carolina.
- 4.2 The parties irrevocably agree that the courts of Greenville County, South Carolina have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter.
- 4.3 Each provision of this Agreement may only be modified, supplemented, amended or waived in a writing signed by both Parties that expressly modifies, supplements, amends or waives such provision.

THIS SECTION INTENTIONALLY LEFT BLANK. SIGNATURE PAGES TO FOLLOW.

5. **Acceptance**

This Agreement contains the entire understanding of the Parties regarding its subject matter, and supersedes all prior and contemporaneous agreements and understandings between the Parties regarding its subject matter.

The Parties agree to be bound to the Terms and Conditions of this Contract for Services and Purchase signified by the execution of their signatures as of the Effective Date specified below:

CHRISTOPHER JONES / SELLER / CONTRACTOR

Signature: _____ Date: _____

DARIUS JONES / BUYER / DEVELOPER

Signature: _____ Date: _____

BRADLEY ROBINSON / BUYER / DEVELOPER

Signature: _____ Date: _____

STATE OF SOUTH CAROLINA

COUNTY OF Breun, Yk

Christopher Jones

Plaintiff(s)

vs.

D & B Real Estate Ventures, CI
Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2024-CP-23-00312

24 JAN 17 PM 4:01
BRUCE GARRETT DDC GIL SC

Submitted By: Pro Se Plaintiff
Address: _____

SC Bar #: _____

Telephone #: _____

Fax #: _____

Other: _____

E-mail: _____

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Certificate Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|---|--|--|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Fraud/Bad Faith (150) <input type="checkbox"/> Failure to Deliver/Warranty (160) <input type="checkbox"/> Employment Discrim (170) <input type="checkbox"/> Employment (180) <input type="checkbox"/> Other (199) _____ <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) _____ <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) _____ <input type="checkbox"/> Sexual Predator (510) <input type="checkbox"/> Permanent Restraining Order (680) <input type="checkbox"/> Interpleader (690) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20 ____ -NI- ____ <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) _____ <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Drv. License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input checked="" type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture-Consent Order (850) <input type="checkbox"/> Other (899) _____ | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Assault/Battery (370) <input type="checkbox"/> Slander/Libel (380) <input type="checkbox"/> Other (399) _____ <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) <input type="checkbox"/> Incapacitated Adult Settlement (790) <input type="checkbox"/> Other (799) _____ | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) _____ <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Comm. (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) |
|---|---|--|--|

Submitting Party Signature: _____

Date: Jan 17, 2024

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE	)	C.A. No.: 2024-CP-23-00312
Christopher Jones,)	
)	
Plaintiff,)	
	)	DEFENDANTS’ MOTION TO DISMISS,
vs.	)	or in the alternative,
	)	MOTION FOR SUMMARY JUDGMENT
D & B Real Estate Ventures, LLC; Darius)	
Jones ; Bradley Robinson,)	
)	
Defendants.)	
_____)	

Defendants, D & B Real Estate Ventures, LLC, Darius Jones and Bradley Robinson, by and through their undersigned attorney, hereby move this Court to dismiss each of the Plaintiff’s causes of action as against Defendants, or in the alternative, to issue an order granting summary judgment in favor of Defendants on all claims. This motion is made pursuant to Rule 12(b) and Rule 56, South Carolina Rules of Civil Procedure, and is based on the Plaintiff’s lack of standing due to his lack of licensure.

For these reasons, the Defendants, D & B Real Estate Ventures, LLC, Darius Jones and Bradley Robinson, respectfully request the Court to dismiss each of the Plaintiff’s causes of action as against the Defendants, or in the alternative, to issue an order granting summary judgment in favor of Defendants on all claims.

Respectfully submitted this 7th day of February 2024.

HOLDER, PADGETT, LITTLEJOHN + PRICKETT, LLC

s/ M. Stokely Holder
M. Stokely Holder (SC Bar# 73892)
Raford W. Bussey, Jr. (SC Bar #103943)
Joye Coleman (SC Bar #77627)
P.O. Box 1804
Greenville, SC 29602
Ph. (864) 335-8808
Fax (864) 248-4090
sholder@hplplaw.com
rbussey@hplplaw.com
jcoleman@hplplaw.com

Greenville, SC

Christopher Jones
PLAINTIFF(S)

D & B Real Estate Ventures Llc et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED** (*CHECK REASON*): Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled);
 Other
- ACTION STRICKEN** (*CHECK REASON*): Rule 40(j), SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
 Affirmed; Reversed; Remanded;
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

Please see page two below.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/12/2024 .

Christopher Jones for Christopher Jones
Christopher Jones for Christopher Jones

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

This matter is before the Court on Defendants' Motion to Dismiss, or in the alternative, Motion for Summary Judgment and Defendants' Motion to Quash Subpoena. Based on a review of the file, submissions of the parties, and oral arguments, Defendants' Motion to Dismiss is granted. Defendants' Counsel is to prepare a formal order.

It is so ordered.



Greenville Common Pleas

Case Caption: Christopher Jones vs. D & B Real Estate Ventures Llc , defendant, et al
Case Number: 2024CP2300312
Type: Order/Electronic Form 4

So Ordered

G.D. Morgan Jr.



South Carolina
Department of Labor, Licensing and Regulation



110 Centerview Drive
Post Office Box 11329
Columbia, SC 29211-1329
Phone: (803) 896-4696
FAX: (803) 896-4814

Residential Builders Commission

Henry D. McMaster
Governor

Emily H. Farr
Director

www.llr.sc.gov/POL/ResidentialBuilders/

February 1, 2024

The undersigned, having first been duly sworn, does hereby attest or affirm the following:

1. She is Administrator for the Residential Builders Commission, South Carolina Department of Labor, Licensing and Regulation.
2. She has conducted a search of the Department of Labor, Licensing and Regulation's Residential Builders Commission records and has found no evidence that Christopher Jones d/b/a Equity Works LLC has been licensed/registered by the Residential Builders Commission as a licensee/registrant.
3. As of the date of this affidavit, there is no one or no entity currently licensed/registered by the name of Christopher Jones d/b/a Equity Works LLC.

Further Affiant sayeth not.

Please contact this office if you have any questions concerning this matter.

Janet Baumberger
Administrator


Administrators Signature

Sworn and Subscribed before me this 1st day of February, year 2024.


NOTARY SIGNATURE


NOTARY PRINTED NAME

My Commission Expires: 3/23/31

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COURT OF COMMON PLEAS
FOR THE 13TH JUDICIAL CIRCUIT

Christopher Jones

Plaintiffs,

Case No. 2024-CP-23-0312

vs.

D&B Real Estate Ventures, LLC
Darius Jones
Bradley Robinson

Defendant.

**PLAINTIFFS' RESPONSE AND OPPOSITION TO DEFENDANT'S
MOTION TO DISMISS OR IN THE ALTERNATIVE, MOTION FOR
SUMMARY JUDGMENT. PLAINTIFF SEEKS SUMMARY JUDGMENT**

CHRISTOPHER JONES
330 East Coffee Street
Greenville, SC 29601
864-371-0989
intljonesc@gmail.com
Plaintiff

24 MAR 7 AM 9:22
Brice Garrett COC 6JL SC

Plaintiff, Christopher Jones submits the following Brief in Opposition to Defendants' Motion to Dismiss the Complaint. For the reasons set forth below, Plaintiff Christopher Jones requests that this Court deny the Motion to Dismiss in its entirety. Plaintiff seeks summary judgment on the issues of (1) Misrepresentation (2) breach of Contract (3) Unjust Enrichment because Defendants have not disputed these facts, the Court must grant summary judgment in Plaintiffs' favor and deny Defendants' Motion in its entirety.

INTRODUCTION

Plaintiff alleges in its Complaint:

1. That Defendant Darius Jones, Bradley Robinson and D&B Real Estate Ventures, LLC and Plaintiff entered into a Purchase Contract and Promissory Note regarding 331 Loop Street Greenville, SC 29609
2. That Defendants agreed to allow Plaintiff to take possession and improve the burned-out property prior to closing so as to improve the value of the property for the benefit of the loan process.
3. That once it was revealed that the title was encumbered and "not clear". On December 29, 2023 Attorney Andrew Jones informed the Plaintiff of the history and the many issues involving the title to this property. The Sale was canceled.
4. That Darius Jones and Bradley Robinson knew of the issues with the title when they entered into the Contract to purchase 331 Loop Street. But attempted to benefit from the cancellation of the Purchase Contract without paying the costs of the improvements to Christopher Jones.
5. That Darius Jones and Bradley Robinson verbally offered to purchase property with improvements back from Plaintiff because the property is worth more with improvements from Plaintiff for said amount. Verified by email and texts.
6. That Defendants freely entered into the Purchase Contract and Promissory Note to fraudulent entice Plaintiff to pay for improvements to the property. Defendants entered this contract with 'Bad Faith' and fraudulent intent.

7. That Defendants and Plaintiff never specifically entered into a construction contract for work on the 331 Loop Street Property. The Parties DID execute and was guided by the Purchase Contract with clear and concise authorization for Plaintiff to “hire” professional contractors.
8. That Defendants made false and misleading statements regarding the status of the title to the property and concealed their true intent until well after Plaintiff facilitated the renovations.

The Complaint contains all this and more in page after page of detailed and concise allegations, quotes, texts, emails and exhibits. Trials have been won with less evidence. Under any reading of the applicable standard requiring particularity, Plaintiff meets and exceeds its pleading obligations.

Nevertheless, Defendants have moved to dismiss the Complaint, claiming that Chrstopher Jones does not have standings to sue Defendants, that Plaintiff has not provided enough information for Defendants to defend themselves. Implicitly recognizing their motion is doomed under the actual 9(b) standard, Defendants instead create their own much higher evidentiary pleading standard. Standings is not required in a complaint to grant a motion to dismiss. But even under Defendant’s imaginary standard, Plaintiff’s Complaint is so thoroughly particularized that it must survive and Defendant’s motion must be dismissed.

ARGUMENT I.

MOTION TO DISMISS STANDARD

Rule 12(b)(6) SCRPC “permits the trial court to address the sufficiency of a pleading stating a claim; it is not a vehicle for addressing the underlying merits of the claim.” *Skydive Myrtle Beach, Inc. v. Horry Cnty.*, 426 S.C. 175, 826 S.E.2d 585, 587 (S.C. 2019).

“In considering a motion to dismiss pursuant to Rule 12(b)(6), SCRPC, the circuit court must base its ruling solely upon the allegations set forth on the face of the complaint.” *Skydive*,

826 S.E.2d at 587; *Charleston Cty. Sch. Dist. v. Harrell*, 393 S.C. 552, 557, 713 S.E.2d 604, 607 (2011); *see also Brown v. Leverette*, 291 S.C. 364, 366, 353 S.E.2d 697, 698 (1987) (“... solely upon the allegations set forth on the face of the complaint”).

“[A] well-pleaded complaint may proceed even if it strikes a savvy judge that actual proof of those facts is improbable, and that a recovery is very remote and unlikely.” *Skydive*, 826 S.E.2d at 587; *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 556, 127 S.Ct. 1955 1965, 167 L.Ed.2d 929, 940-41 (2007) (internal quotations omitted).

“A motion to dismiss under Rule 12(b)(6) tests the sufficiency of a complaint; importantly, it does not resolve contests surrounding the facts, the merits of a claim, or the applicability of defenses.” *Skydive*, 826 S.E.2d at 588; *Republican Party of N. Carolina v. Martin*, 980 F.2d 943, 952 (4th Cir. 1992).

At the Rule 12 stage, the first decision for the trial court is to decide only whether the pleading states a claim. *Skydive*, 826 S.E.2d at 588. Any plaintiff is “entitled to litigate the validity of its original pleading without having to convince the trial court of the merits of its underlying claim.” *Id.*

“A ruling on a motion to dismiss pursuant to Rule 12(b)(6) must be based solely on the factual allegations set forth in the complaint, and the court must consider all well-pled allegations as true. *Hotel & Motel Holdings, LLC v. BJC Enters., LLC*, 414 S.C. 635, 650, 780 S.E.2d 263 (S.C. App. 2015); *Fabian v. Lindsay*, 410 S.C. 475, 481, 765 S.E.2d 132, 136 (2014) (quoting *Disabato v. S.C. Ass'n of Sch. Adm'rs*, 404 S.C. 433, 441, 746 S.E.2d 329, 333 (2013)).

The Court must “construe the complaint in a light most favorable to the nonmovant and determine if the facts alleged and the inferences reasonably deducible from the pleadings would entitle the plaintiff to relief on any theory of the case.”

Hotel & Motel Holdings, 414 S.C. at 650 (quoting *Williams v. Condon*, 347 S.C. 227, 233, 553 S.E.2d 496, 499 (Ct. App. 2001)).

“If the facts and inferences drawn from the facts alleged in the complaint, viewed in the light most favorable to the plaintiff, would entitle the plaintiff to relief on any theory, then the grant of a motion to dismiss for failure to state a claim is improper.” *Hotel & Motel Holdings*, 414 S.C. at 650; *Clearwater Tr. v. Bunting*, 367 S.C. 340, 343, 626 S.E.2d 334, 335 (2006). “Furthermore, the complaint should not be dismissed merely because the court doubts the plaintiff will prevail in the action.” *Hotel & Motel Holdings*, 414 S.C. at 650 (quoting *Spence v. Spence*, 368 S.C. 106, 116–17, 628 S.E.2d 869, 874 (2006)).

A motion to dismiss under Rule 12(b)(6) should be granted *only* if it appears beyond a doubt that the plaintiff can prove no set of facts in support of its claim which would entitle it to relief. *Conley v. Gibson*, 335 U.S. 41, 48 (1957) (emphasis added); *see also* Fed. R. Civ. P. 12(b)(6); *Bell Atlantic Corp v. Twombly*, 550 U.S. 540, 570 (2007). A motion under Rule 12(b)(6) merely tests the legal sufficiency of a complaint, requiring a court to construe the complaint liberally, assume all facts as true, and draw all reasonable inferences in favor of the plaintiff. *Twombly*, 550 U.S. at 556-57. A complaint should never be dismissed because the court is doubtful that the plaintiff will be able to prove all of the factual allegations contained therein. *Id.* In cases such as this, which include claims for fraud, Rule 9(b) of the South Carolina Rules of Civil Procedure requires a more particular standard a complaint must meet, providing that “in all averments of fraud or mistake, the circumstances constituting fraud or mistake shall be stated with particularity.”

Contrary to what is seemingly advocated in Defendants Motion to Dismiss, Rule 9(b) does *not* raise the pleading standard to the level required to survive a motion for summary judgment or to prevail at trial, requiring Plaintiff to actually prove all material issues of its case; instead, Christopher Jones need only set forth the particular facts of the fraud, which at this stage must be accepted as true, to survive a motion for dismissal the Complaint.

Moreover, Defendants only state in their brief Motion to Dismiss that the Plaintiff lacks standing to sue and that the Complaint fails to state a claim. To begin, this is *no* ground for dismissal under Rule 12(b)(6). See *In re Initial Public Offering Sec. Litig.*, 241 F. Supp. 2d 281, 333 (S.D.N.Y. 2003). The Supreme Court recently articulated the appropriate standard a court must follow in deciding a motion to dismiss an action under 12(b)(6). First, a court must accept all factual allegations set forth in the complaint as true. *Tellabs, Inc. v. Makor Issues and Rights, Ltd.*, 551 U.S. 308, 322 (2007). Second, the court must consider the complaint in its entirety: "the inquiry . . . is whether all of the facts alleged, taken collectively, give rise to a strong inference of scienter, not whether any individual allegation, scrutinized in isolation, meets that standard." *Id.* Finally, the court must conduct a comparative inquiry: "[a] complaint will survive if a reasonable person would deem the inference of scienter cogent and at least as compelling as any opposing inference one could draw from the facts alleged." *Id.* at 324. The facts as alleged by Plaintiff more than adequately survive such a comparison.

Plaintiff's Complaint particularly states facts that support each element of Plaintiff's claims and thus withstands Defendant's Motion to Dismiss. Plaintiff has set forth detailed allegations that fulfill each and every pleading requirement under 9(b) as suggested by the Seventh Circuit, answering the "who, what, when, where, and how" of the fraud. *Borsellino v. Goldman Sachs Group, Inc.*, 477 F.3d 502, 507 (7th Cir. 2007).

- Who? Darius Jones and Bradley Robinson for D&B Real Estate LLC, They have owned this property since 2016 and have not improved or renovated this property since first acquiring from family members. Darius Jones had this property gifted to him by family in 2013. They have never performed or has a title search performed on this property; and could not be certain of clear title.
- What? Devised a Collusive Real Estate Scheme, as defined in the Complaint, whereby Defendants would agree to purchase the property back with improvement and sell to Plaintiff's client/buyer after Plaintiff completes work.
- When? Beginning around September 23, 2023, and ending January 17, 2024 with the dates of each and every specific communication regarding the purchase and sale set forth in the Complaint;
- Where? In the jurisdiction of the Greenville County Court of Common Pleas regarding 331 Loop Street. Defendants intentionally conspired to misrepresent the true owners of the property. The Real Estate Sale Agreement is in the name of D&B Real Estate Investments LLC and not D&B Real Estate Ventures, LLC
- How? Defendants intentionally misled and did with malicious intent sought to deprive Plaintiff of his money, time and resources without just compensation.

Because Plaintiff has met the pleading requirements articulated in Rule 9(b) and the South Carolina Rules of Civil Procedure standard for motion to dismiss. Defendants' Motion to Dismiss must be denied.

Motion to Dismiss is without merit and the Court should DENY the Motion.

- I. **CHRISTOPHER JONES ADEQUATELY PLEADED ITS CAUSES OF ACTION PURSUANT TO RULES 9(b) AND 12(b)(6) SCRPC AND THE MOTION FOR DISMISSAL SHOULD BE DENIED.**
- II. **PLAINTIFF CHRISTOPHER JONES MUST BE ALLOWED TO AMEND ITS CLAIMS TO CURE ANY PLEADING DEFECTS IN THE EVENT THE MOTION IS GRANTED**

BRIEF SUMMARY OF THE FACTS AND PROCEDURAL HISTORY

The salient facts are undisputed and are established by the well pleaded allegations in Christopher Jones' Complaint. By filing their Motion to Dismiss or in the alternative, Motion for Summary judgment, Defendants admits that the improvements were made to the property and did not object or resist the improvement to the property. Thereby, Defendants seeks to be unjustly enriched by Plaintiff's paid for improvements/ These facts are undisputed.

The parties agree they entered a written, valid, and enforceable contract. D&B Real Estate agent wrote the purchase contract, to include the terms and conditions for either party to terminate the contract. The Purchase Contract was allowed to expired after the breach by the Defendants and Defendant Darius Jones proposed an option to compensate Plaintiff and agreed to purchase the Contract, property and improvements from Plaintiff. Plaintiff Christopher Jones filed this action alleging after Defendants failed to reimburse him for the wrongful termination and breach of that purchase contract.

Defendants responded to the Complaint with Motions for Dismissal and Summary Judgment Defendants breached the contract by failing to deliver a good, clean, clear and marketable title pursuant to the purchase contract that meets reasonable quality standards and by failing to deliver reimbursement funds to Plaintiff.

Christopher Jones properly terminated negotiations and moved to enforce the provisions of the purchase contract due to Defendants' material breach, Defendants openly acknowledged receipt the notice of termination, and failed to hold Plaintiff harmless.

Beyond the breach of contract, Defendant's accompanying acts and omissions are also actionable. There is no dispute that Defendants failed to function as agreed. The Purchase Contract demonstrates that there are genuine issues of material facts in this case, therefore summary judgment for Defendants, must be denied as a matter of law.

CONCLUSION

WHEREFORE, Plaintiff prays that the Court view the facts and evidence in the light most favorable to the Plaintiff. The Plaintiff in the case deserves summary judgment on the issue of misrepresentation and unjust enrichment because there are no disputes as to these issues.

For all reasons set forth above, Plaintiff respectfully requests that this Court deny Defendant's Motion to Dismiss and deny Defendants' Motion for summary judgment whereby the Defendant's Motion goes beyond the four corners of the Complaint. The Court should deny Defendant's motion in its entirety.

Dated this 5th day of March, 2024.

Respectfully submitted

Christopher Jones, Plaintiff
330 East Coffee Street
Greenville, SC 29601
864-371-0989

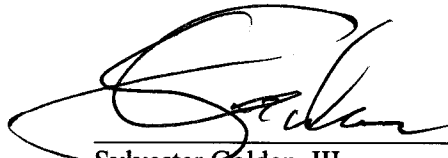
EXHIBIT A

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

AFFIDAVIT OF SYLVESTER GOLDEN III

Personally appeared before me, Sylvester Golden, III first being duly sworn and testifies as follows:

1. I am over the age of Eighteen (18) and competent to make the following statements.
2. I make this affidavit on my own personal knowledge, information and beliefs.
3. I am the Licensed South Carolina Residential Builder (10702) and did contract with Christopher Jones for multiple projects since September 10, 2023.
4. I have been actively working with Christopher Jones regarding 331 Loop Street Greenville, SC 104 N. Line Street Ext Greer SC and 815 West Rutledge Ave Gaffney SC.
5. I am responsible for all disciplines of work at these locations.
6. Chris Jones provided me with his authorization to renovate 331 Loop Street Greenville SC
7. My subcontractors performed a number of tasks at 331 Loop Street including repairing the roof with new 25 year architectural shingles. Repair of the entire floor systems and all walls and bathrooms. To name a few.
8. I have been paid by Chris Jones and there are currently no outstanding balance for 331 Loop St.
9. I am available to give live Court testimony as to these specific facts.
10. I give this affidavit and statement under oath and under the penalties of perjury.
11. All Statements are true and correct.



Sylvester Golden, III
609 Laurens Rd
Greenville South Carolina 29605
864-520-8436

Date: 3/6/24

Sworn to and subscribed before Me,
This 6 day of MARCH



Notary Public For South Carolina

Notary Public for South Carolina
My Commission Expires: Aug 10, 2033



[Print this page](#)

Board: Residential Builders

SYLVESTER GOLDEN III

GREENVILLE, SC 29607

Status: ACTIVE

License number: 10702

License type: Home Builders

Expiration: 06/30/2024

First Issuance Date: 03/08/1991

Bond on file expires: 05/04/2024

Board Public Action History:

View Orders		View Other License for this Person		
	Order Date	Name	License Type	License Number
View	5/14/2018	GOLDEN, SYLVESTER III	RBB	10702

[File a Complaint against this licensee](#)

EXHIBIT B

EXHIBIT B



AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), Equity Works LLC, Christopher Jones ("Buyer"), and Seller(s), D and B Real Estate Investments LLC, ("Seller").

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing. Guest and Brady Attorney at Law
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to initially cause this primary Contract to be binding on all Parties.
(E) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(F) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

BUYER SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

(CJ) (initials) BUYER(s) acknowledges receipt of the SC Disclosure of Brokerage Relationships form and is receiving Client Customer service in this transaction.

(DJ) (initials) SELLER(s) acknowledges receipt of the SC Disclosure of Brokerage Relationships form and is receiving Client Customer service in this transaction.

2. PURCHASE PRICE: \$ 105,000.00 One Hundred Five Thousand Payable by transfer of Good Funds via Finance or a combination of Finance and Cash USD or Cash USD. Verification of Cash available for Closing is attached not attached to be Delivered before This Contract is is not contingent upon the sale and closing of Buyer's real property and SCR504 is is not attached.

3. PROPERTY: Hereby acknowledging sufficient good Contract consideration (e.g. mutual promises herein), Seller will sell and convey and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain in operable condition the Property and any personal property conveying in same operable condition, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal operable wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, lease issues and financed equipment prior to signing Contract. Leasing issues and items and financed equipment see Adjustments (e.g. tenants, leases, future vacation renters, SC vacation rental act reservations, rents, deposits, documents, solar panels, fuel tanks with fuel, alarm systems, satellite equipment, roll carts).

Address 331 Loop St Unit # City Greenville State of South Carolina Zip 29609 County of Greenville Other Tax Map 0176000105500

Parties agree that no personal property will transfer as part of this sale, except described below and/or in attachment(s):

(CJ) BUYER () BUYER (DJ) SELLER () SELLER () BUYER () BUYER () SELLER () SELLER ()

4. **CONVEYANCE/CLOSING/POSSESSION:** "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before November 30, 2023 ("Closing Date"). Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s): Equity Works LLC

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Parties agree to hire/use licensed Attorney(s). Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

5. **EARNEST MONEY:** Total \$ 1,000.00 (USD) Earnest Money is paid as follows: \$ 1,000.00 accompanies this offer and \$ _____ will be paid by 6 P.M. on November 3, 2023 (date) and Earnest Money is in the form of check cash

other (e.g. wire) _____ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Guest and Brady Attorney at Law as Escrow Agent to deposit and hold and disburse earnest money according to the terms of any separate escrow agreement, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request. If Earnest Money is not delivered by the agreed upon date above Seller may terminate the contract by delivering Notice of Termination to the Buyer.

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT (e.g. SCR518, SCR517, MEDIATION AGREEMENT) OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR RELATED TO EARNEST MONEY, PARTY RECEIVING THE LEAST AMOUNT OF EARNEST MONEY IN THE COURT'S DISBURSEMENT ORDER AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT \$ _____ SHALL BE PAID TO THE ESCROW AGENT BY THE PARTIES AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.

6. **TRANSACTION COSTS:**

A. TRANSACTION COSTS

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs.

- 1) Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (including but not limited to mortgage insurance, title insurance lender/owner, flood, insurance, and hazard insurance) discount points, interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor.
- 2) Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes prorated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.
- 3) The following costs in addition to the costs above will be the considered Seller's or Buyer's transaction costs. If no box is checked these costs will be added to Seller's transaction costs.
 - a) All costs to obtain information from or pertaining to owners' association (e.g. printing or document fees charged to requesting party by the HOA)
 - b) Private and/or Public Transfer Fees
 - c) Any costs similar to transfer fees (e.g. certificate of assessment, capital contributions, working capital, estoppel fees or otherwise named but similar fees)

[CJ] BUYER [_____] BUYER [DJ] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

4) At Closing, Seller will pay Buyer's transaction costs not to exceed \$ _____, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

HOA dues and assessments are not considered transactions costs and are addressed by the closing attorney as needed per paragraph 22. A transfer fee is a nonrecurring fee that is being assessed solely because of a transfer in property ownership.

B. HOA Assessments (Special, Nonrecurring, Unexpected, Non-Budgeted, Etc.)

This does not apply to HOA Dues or Membership Fees. Select only one of the Following Options

- Option 1: Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer. Any remainder of the balance due on a Special Assessment approved prior to closing will be paid in full by the Seller at Closing.
- Option 2: Seller shall be responsible for the portion of any Special Assessments approved prior to Closing that are due in the calendar year of Closing. Any remaining Special Assessment payments in subsequent years are the responsibility of the Buyer. Parties direct Closing Attorney to make the appropriate adjustments per Paragraph 22 of this agreement. Special Assessments approved after Closing shall be the responsibility of the Buyer.

7. FINANCE: Buyer's obligation under this Contract is is not contingent upon obtaining financing of a 30 year or 15 year or other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts to a maximum _____ % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize Buyer's Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing by _____ (date) and shall Deliver Notice to Seller of reasonable pre-final loan approval (e.g. pre-approval letter, initial approval letter) that contains no unreasonable credit, income, or asset conditions by _____ (date) (no repairs required prior to this Notice). Final loan approval occurs when Lender funds loan(s). If the Buyer changes their Lender during the Financing Period they must notify the seller in writing within _____ calendar days. Absent written approval by the Seller, Buyer cannot change lender if the closing date agreed upon in Paragraph 4 will change as a direct result. If a Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice.

Lender (may change): _____ FHA VA Conventional Seller Other _____. An FHA VA Financing Addendum is is not attached. Additional financing terms are are not attached.

8. DUE DILIGENCE:

The DUE DILIGENCE PERIOD begins upon the Effective Date and shall expire at 6 P.M. on **November 10, 2023** (date). Any extension to this date must be made in writing and agreed to by both Parties.

During the Due Diligence Period, Buyer may take timely/prudent steps to help Buyer/Inspectors, Seller/Estimators, and REALTORS® all have adequate time for: Buyer to coordinate Inspections and Repair Requests, Seller to obtain Repair estimates, Buyer and Seller to negotiate Repairs, and Buyer to potentially timely/properly Due Diligence terminate or buy.

During the Due Diligence Period, Seller agrees Buyer may rely on the following list of five items in accordance with Contract and laws. Buyer is solely responsible for Inspections. Buyer is not required to Inspect. Until Buyer timely/properly terminates the Contract or the Parties agree on an amended Contract, the Buyer can rely on #1, #2, #3, #4, and #5. TIME IS OF THE ESSENCE. Delivering a Repair Request does not extend the Due Diligence Period.

- (1) Conduct/obtain Inspections [e.g. on site conditions, off site conditions]
- (2) Deliver Repairs Requests Notice to Seller [e.g. SCR525 with all repair requests, all/portions of reports]
- (3) Proceed under amended Contract [e.g. SCR310 and SCR525, SCR390, SCR391]
- (4) Proceed under As Is Contract [e.g. Buyer desires to buy anyway, Buyer wants Property without Repair]
- (5) Terminate Contract by timely/properly Delivering "Notice of Termination" and "Termination Fee" to Seller within the Due Diligence Period.

[CJ] BUYER [_____] BUYER [DJ] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract only by Delivering to the Seller both Notice of Termination and a Termination Fee of \$ _____ USD Good Funds.

DURING THE DUE DILIGENCE PERIOD, SHOULD BUYER FAIL TO OBTAIN A NEW/AMENDED CONTRACT WITH THE SELLER OR BUYER FAIL TO TIMELY/PROPERLY DUE DILIGENCE TERMINATE THE CONTRACT DURING THE DUE DILIGENCE PERIOD: The Buyer agrees to buy and Seller agree to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear otherwise without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed in writing by the Parties in this Contract.

9. INSPECTION/REINSPECTION RIGHTS: Buyer and SC licensed and insured inspectors ("Inspectors") reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will grant the Buyer the right to perform a final walkthrough inspection of the property within 48 hours prior to the closing date. Seller will keep all utilities operational through Closing unless otherwise agreed:

Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the Inspections
Other _____ see attached.

~~Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.~~

10. APPRAISED VALUE:

This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Calendar Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller.

This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

11. WOOD INFESTATION REPORT: If the Property to be sold has been previously occupied, this Contract is contingent not contingent upon the Buyer Seller having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the Buyer Seller. Buyer Seller shall deliver timely Notice of and shall deliver to Closing a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than _____ calendar days prior to Closing. If the Buyer is responsible for having the Property inspected as indicated above, but does not have the Property timely inspected for the report's required Delivery time frame, the Buyer waives any and all rights under the terms of this section. The Seller makes no warranties with regard to matters covered by such infestation report or any other improvement unless specifically stated in this Contract.

If the wood infestation report reveals the presence or indication of or damages by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish the Buyer with a CL100 wood infestation report by a qualified/licensed/bonded pest control operator (dated no earlier than 30 calendar days prior to Closing) that the Property is free from infestation or any damage herein mentioned; or documentation that the infestation has been treated and damage has been repaired as appropriate in a workmanlike manner on or before closing and reported by an appropriate licensee. State law and regulations control CL100 issues. If the Seller does not make the repairs and treatment, the Buyer shall have the option to (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Contract by Delivering Notice of Termination to the Seller. If the Property to be sold has not been previously occupied, Seller shall certify that the Dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide at Closing to the Buyer a written certification from a qualified/licensed/bonded pest control operator. The obligations of the Seller under this Section terminate after the Closing.

[CJ] BUYER [_____] BUYER [DJ] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

12. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands/beachfront determined, and appropriate insurance (e.g. flood, flood contents, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, flood contents, hazard, liability) for the property prior to signing Contract.

13. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

14. HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"): Parties agree that a Home Warranty ordered by _____ with at least twelve months of coverage after Closing Date will will not be provided by Closing and \$ _____ will be paid by _____ to the Home Warranty Company. Buyer to pay any deficit and surplus reverts to payor. Proposed HWC and type of HWC: _____

NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

15. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for 5 Calendar Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount sufficient for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

16. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer/making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers have met requirements of SC Code 27-50-70 and Brokers are not responsible or liable for any information in the CDS. CDS is not a substitute for the Buyers and Inspectors inspecting the Property (related issues/onsite/offsite) "Property issues" for all needs.

Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property Issues for all their needs.

17. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms (e.g. SCR315) and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property issues per their needs.

18. SEX OFFENDER/CRIMINAL INFORMATION: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

19. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker may may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

[CJ] BUYER [_____] BUYER [DJ] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

20. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

21. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms; and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

22. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance (including any non-special assessments assessed due to increased premiums), EMS service, fuel/consumables, and all other non-special assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available and Buyer takes timely reasonable steps to minimize taxes. This section survives Closing. Buyer is solely responsible for timely and reasonably minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.

23. DEFAULT:

- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
 - (i) Deliver Notice of Default to Seller and terminate Contract; and
 - (ii) Pursue any remedies available to Buyer at law or equity; and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller found in default/breach of Contract.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
 - (i) Deliver Notice of Default to Buyer and terminate Contract; and
 - (ii) Pursue any remedies available to Seller at law or equity; and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer found in default/breach of Contract.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

24. MEDIATION: To potentially avoid expensive/lengthy/uncertain litigation, Parties may voluntarily/cooperatively decide which mediator to hire, how to pay the mediator, where to meet for mediation talks, and their own settlement agreement. Mediators do not decide settlement outcomes (Parties decide). Mediators merely facilitate the Parties reaching their own settlement and documenting settlement. Parties agree to attempt mediation for any dispute, claim, breach, representations made by any Party. Broker/other (e.g. concealment, misrepresentation, negligence, fraud) or service issues related to this Contract by using the National Association of REALTORS® Mediation Dispute Resolution System 803-772-5206 or www.NAR.REALTOR/policy/mediation or www.screaltors.org/mediation). Parties agree that the duty to attempt mediation survives closing and any signed mediation settlement agreement is binding. Parties agree some matters may proceed without mediation (e.g. foreclosure, action to enforce a mortgage or deed of trust or "rent to own" agreement, unlawful detainer action, file/enforce mechanic's lien, probate issues, interpleader action on earnest money). Parties agree some matters are not a waiver of mediation nor a breach of duty to attempt mediation (e.g. filing judicial action enabling recording notice of pending action, order for attachment/receivership/injunction or other provisional remedies).

25. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

26. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

[CJ] BUYER [_____] BUYER [DJ] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

27. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a South Carolina law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency and/or non-agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid in accordance with laws and REALTOR® ethics.

28. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, such documents can be further identified or described here (e.g. SCR 390, 391, 503, 504, 315, 320, 393, 370, 375, 513, 610): **see attached addendum.**

29. NOTICE AND DELIVERY: Notice is any unilateral communication (e.g. offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will only be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

30. Acknowledgements: Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank. Parties are also advised and understand that audio/visual surveillance may occur in the property and parties should plan accordingly and comply with all federal, state, and local laws. Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the SC Disclosure of Real Estate Brokerage Relationships form, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

31. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 6 AM PM on November 3, 2023 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline. **This offer will expire automatically if no action is taken by either party 30 calendar days after the offer's submittal.**

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are attached or to be Delivered to the other Party within _____ Calendar Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: Christopher Jones Date: 11/17/2023 Time: _____
Equity Works LLC, Christopher Jones

BUYER: _____ Date: _____ Time: _____

BUYER: _____ Date: _____ Time: _____

BUYER: _____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: _____

[CJ] BUYER [_____] BUYER [DJ] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

SELLER: ^{Authentisign} Darius Jones Date: 11/20/2023 Time: _____
D and B Real Estate Investments LLC

SELLER: _____ Date: _____ Time: _____

SELLER: _____ Date: _____ Time: _____

SELLER: _____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: _____

Buyer's Agent/Company _____ Buyer's Agent License #/LLR Office Code _____

Buyer's Agent's Email Address _____ Buyer's Agent Telephone Number _____

Joshua Dial _____ Diamond Realty & Investments _____

Seller's Agent/Company _____ Seller's Agent License #/LLR Office Code _____

thedialcompany@gmail.com _____ (864)200-8059 _____

Seller's Agent's Email Address _____ Seller's Agent Telephone Number _____

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[CJ] BUYER [_____] BUYER [DJ] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

EXHIBIT C

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

Christopher Jones,)
)
 PLAINTIFF)
)
VS.)
)
Darius Jones, et al)
)
 DEFENDANTS)

CIVIL ACTION No:2024-CP-23-00312

**SWORN AFFIDAVIT OF
EMANUEL WASHINGTON**

I, Emanuel Washington, of Greenville, S.C. hereby affirm and now I MAKE SUCH OATH UNDER THE PENALTY OF PERJURY AND SAY THAT:

1. I am above the age of Eighteen (18) years old.
2. That I am a citizen of Greenville County South Carolina
3. That I am competent to give these statements upon personal knowledge and information and beliefs.
4. That I am familiar with Christopher Jones, Darius Jones, Bradley Robinson and the property at 331 Loop Street Greenville SC.
5. That I personally witnessed and participated in conversations regarding the sale, renovations and purchase of the property at 331 Loop St.
6. That on or about January 5, 2024 I met with Christopher Jones at 331 Loop Street where Christopher introduced me to Darius Jones and Bradley Robinson.
7. That the purpose of this meeting was to establish that Darius Jones and Bradley Robinson would be entering into a new Purchase Contract with me, for me and my family to purchase this property directly from them instead of purchasing the property from Christopher.
8. That Darius Jones agreed to sell me the property after they had completed their business with Christopher. They informed me that would likely be four more weeks.
9. That also at this meeting Christopher was pointing out all of the repairs that were made and the three of them were discussing the flooring and inspections. Christopher mentioned how much he had paid contractors so far and they discussed the amount of money needed to complete the remaining work in order for my family to move in.
10. That immediately after the meeting Christopher informed me that there were issues with the title, for me not to worry it should be cleared up by the time the work was completed.
11. That prior to the meeting with Darius Jones and Bradley Robinson, Christopher and I met with James Brazeal with Upstate Mortgage and Christopher presented a copy of his purchase contract

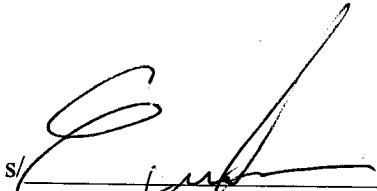
with D&B Real Estate Ventures, LLC. At this meeting Mr. Brazeal asked Christopher who was doing the work on the house and when will it be ready.

12. I personally heard Christopher tell Mr. Brazeal that Slyvester Golden was his contractor and the house would be ready in four weeks.

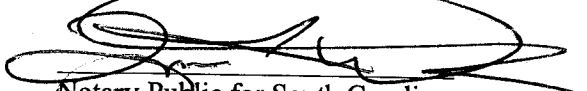
Affiant Further Sayeth Not

The statements I have made here are true and correct upon personal knowledge and information. I make these statements under the penalties of perjury.

March 4, 2024

s/ 
Emanuel Washington

~~SUBSCRIBED AND SWORN BEFORE ME~~, on this the 6 day of MARCH, 2024


Notary Public for South Carolina

My Commission Expires: Aug 10, 2033

