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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY

B. Alex Hyman, Circuit Court Judge

Appellate Case No. 2025-002251

Timothy Wade Long and Clyde Ksier, individually and on behalf of TnW and More, LLC, ... Respondents,

v.

Timothy D. Kettner, Donald Kettner, and TNT and More, Inc., d/b/a Crab Catcher on the Waterfront, ... Defendants,

of which Timothy D. Kettner and TNT and More, Inc., d/b/a Crab Catchers on the Waterfront, are .... Appellants.

RECORD ON APPEAL
VOLUME IV

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business interest. That is not what you do to a company that you are part owner of. You don't infiltrate it.

"Wade hates me only. You all use that to your advantage." Lie to Wade, make him think you are his friend, and mention you know a guy looking for work to Chris and Wade. What do they say? "Oh, yeah." We're going to do that, right? "Remember, be nice sides. You guys can conceal your gut-wrenching experience." No one has sued anyone at this point, okay.

Trust me, they are going to get up here and tell you he didn't steal money. Wait until I get back up here. I'm going to prove it to you with their own words.

"Could be very beneficial if you are all on the same page. You know who the F'ing enemy is." He just said TnW is the enemy. That is a breach of fiduciary duty, folks. Plain, simple, end of story. That's the words of Tim Kettner. An angry text? This is a conspiratorial text.

And, of course, Jose: "Okay." And they all wanted to deny it. You get another partner who says: "We'll be the best friends ever." We're going to fool him and take his business. That's what they decided to do in 2017 before anybody got sued. That is economic interference. That is a plan, and they stuck with that plan for four years. Did you hear them deny it? I didn't.

We get to the last part. Quite honestly, you are going to lunch so we can figure this one out because it is a little different. It is what we call an "alternative pleading." Our pleading is they breached the contract. They told us we have to get off the land, and we don't have a legal route to stop them from doing it. We do have something called "equitable claim" where we're trying to ask Judge Hyman to say they can't break their promise and can't kick us off the land, because that was the promise that was made.

Promissory estoppel has a heightened level of proof, all right. We have what everything else in this case is, which is preponderance of the evidence. You have scales, and whichever one tips ever so slightly, that side wins.

Promissory estoppel has to be proven by clear and convincing evidence, as well as punitive damages, as the judge will instruct you.

Clear and convincing evidence is the middle layer, okay. Preponderance is maybe there. Clear and convincing is mama bear. And beyond a reasonable doubt is for criminal cases, that is the big one. That is not -- you'll hear percentages. Beyond a reasonable doubt is 95 percent sure. Clear and convincing, 75. And then preponderance is 50.

So with regards to our claim for promissory estoppel, we have to prove it to that, but I think we have. The evidence is for the promise. They promised us we could use the land. We wouldn't have a marina if they didn't allow us to do it. We operated that way for three years. They let us keep investing in this business under the promise that we were going to be able to use it to operate our marina. What we're saying is we relied on that promise. We changed our position. We incurred a $1.1 million debt. We bought property that is essentially worthless if we can't claim their upland frontage.

So that's our -- this is it is an existential claim. If we don't have access to the upland, we don't have a marina. If we don't have a marina, we lost a lot of money, and we'll talk about that when I come back at the end.

What I have to show under promissory estoppel is an unambiguous promise. That's going to be the battleground for us at closing arguments. I guarantee you these gentlemen will tell you it was ambiguous as could be. But I'll submit that it wasn't ambiguous for three years. No problems for three years. They put signs up saying we could, and we let them use our docks. There was no problem for three years. It's only when they decided they wanted the docks and wanted us gone, that now it becomes, oh, it was just permission. That is not how this works. You can't bring a sucker in, get him to do work, and then throw him out, especially when you made a promise, and now you are breaking that promise.

There is going to be some special interrogatories and a verdict form. We're not quite sure what they are yet, but those questions are going to ask you what you think should happen. It will specifically ask you is there a joint venture? Was there an unambiguous promise? We think the evidence is clear. "Yes" to both of those.

And then there will be other questions as to what should happen. Should there be something that allows us to continue using the property? It is ultimately the decision for Judge Hyman, but if one of those interrogatories comes to you, we want you to say yes so we continue to operate.

But for purposes of what is in your hands is the legal aspect. Money damages is in the legal arena. An injunction, property interests, that is the judge. We have to assume that they are going to be able to kick us off the land, and we lose our business. That's why we'll ask you for a number for everything that we've lost in this case.

Wade put in at least $200,000. Chris put in another 83. They paid $335,000 on the note, and owe another 800 for 708. That is 1.4 million just there that they have invested.

When it comes to a joint venture, I don't think you have to look past the loan. I mean, you heard the testimony. This money is owed by every single one of them. Any one of them could pull the money out. There is no assignment to these funds. TNT has mortgages on the parking lot, the one that we're supposed to use. They paid those mortgages off with the $1.1 million loan, so it is still not paid for. We're still paying towards it, towards their parking lot. But they say we have nothing to do with it?

When he talks about joint venture, you are going to hear it has to share control, has to share profits. They shared profits from this loan. They shared the responsibility and the risk, because all of their properties are combined. All of their properties are at risk. So at a bare minimum, there was a joint venture in that loan. You don't borrow $1.1 million dollars together and claim you have nothing to do with each other. That is just common sense. And that is the clearest evidence that they were doing this together.

Go read the credit memorandum. It doesn't talk about TnW. It talks about Crab Catchers. Who needs the loan? Crab Catchers. Who got more the mortgages paid off? Crab Catchers. Who paid the loan back? We paid two-and-a-half times every month more than they did. And they can just end us? That is what this case is about. Can they end us? No, they can't.

They can't say, oh, we have an operating agreement, and Tim couldn't do that. Tim did do it for 1.1 million dollars. Nobody is challenging this, and I guarantee you they are not going to go to the bank and say that signature is not valid, because then they would go to jail, okay.

He had the power. He made the promise. And from what limited testimony you heard from them, they didn't get in his way. They let it happen. They accepted the parking lot that we built, and they accepted the docks that we built, and they used their slips and more. They got all of the benefit from this transaction. Didn't have to pay for the parking lot, didn't even have to pay TnW back for it, because they got a loan for it.

And now they say, well, this was just all for Wade? No, it wasn't. It wasn't for Wade. Wade paid with sweat, labor, money he paid towards the loan with his own money, and they are trying to take it from him and Chris. What we're saying is that can't happen.

So when we get back -- or when you get back there, the causes of action work this way -- and I said alternative pleading. We're eventually going to have to choose. You are going to give us a number for what we lose if we lose the parking lot, which is the whole marina, okay. That applies to a joint venture contract. It applies to promissory estoppel.

The interference is separate, so that will not have to be chosen. That will just be if you find we are entitled to money, we get it. But we have to choose to pick your number for the loss of the business or an equitable remedy that Judge Hyman comes up with that says -- allows us to continue operating. We don't get both, okay.

The same for breach of fiduciary duty. You know, that is solely against Tim for what he has done to TnW since 2020. That is separate and apart from promissory estoppel and joint venture, because that was his duty to us alone and doesn't involve TNT.

Like I said, this is my opening where I tell you what our causes of action are and why we think we are entitled to recovery. These gentlemen will give you their closing, and I'll come at the end and be brief and finish.

Thank you for your time in listening to us.

THE COURT: Thank you, Mr. Player.

MR. HARRISON: May it please the Court?

THE COURT: Yes, sir.

MR. HARRISON: Good morning, ladies and gentlemen of the jury.

We are here talking about property rights. The very bedrock of our society is being able to use and enjoy your property. Property rights are so important that when you feel threatened in your home or business in this state, you can use a gun to protect yourself. You can't do that anywhere else, but you can do it at your business or at your home. But why? Because those things are that important.

Property rights are so important that we have rules in this state that says if you are going to do something with property, you have to have a written agreement. The most obvious is a deed. They don't have it. This is a land grab. They say we're trying to steal their property. Nowhere in this case -- nowhere in this case has anyone pled what is called a "quiet title action," which in some instances can transfer property. The Court can do that, but it doesn't exist here.

They are trying to get it through the back door because they don't have the deeds. We do. They needed 150 feet of frontage. I'm not even sure they knew that when they did all of this. Maybe they did. Did they make an agreement? Yes, we knew they were out there. I mean, no one is denying that they were right next door. We knew they were out there. For three years they operated, and we believed that they were operating appropriately within the law. They weren't. And they weren't the day that they violated the conditions of the permits when they put their tank, and they put their hut on our property.

We gave them permission. We helped them get a loan. Remember what I said: No good deed goes unpunished. We bent over backwards to help Mr. Kettner (sic) who had given us a start, and Mr. Kettner helped these two start a business. We're not denying we knew what they were doing. We just didn't know that they had violated the law.

The moment they put that stuff on there un-permitted, on our property, they were breaking the law on our property. They want to act like as soon as Tim left that we're trying to make some kind of grab for their docks. It is not even in the pleadings. It's not there. They sure as heck want ours. They want our land. They want our parking lot, and they want it without a deed.

When they say, We're not asking for you to transfer the land, statute of frauds, Mr. Harrison, we understand all of that. Then what else are they asking for? What else is out there when it comes to property? Use of the land? Use of the land. How do you get the use of land without owning it?

We have something called easements. An easement says you can go through my property and use my property for some specific purpose. Right? Drafted those a million times in my career -- a million times. Doesn't exist here. There is no easement.

There is text messages and pieces of paper that the plaintiff wants to string together and tell you these are the terms of the joint venture, right? A clip here. Clip there. The got-you text. Keep putting it up there for you to look at. He left it up there for you to watch. And they want that to be the basis for either substituting a deed or creating an easement.

Either one of those things, the use of our property indefinitely or the transfer without our consent, that's what they want. Why do they want it? Because they need the 150 feet of frontage. And they would still have it to this day, because we did make them a promise. Unambiguously, we give you permission to be there. It was understood, as it should be, right, that you aren't going to violate the law on our property and break regulatory agencies.

Yes, we called them. We did call the County.

But why? They want to say because we're jerks. They want to say all of this stuff that happened was harassing them, interfering with their business. But what they don't want to talk about is the fact that it happened on our land -- our land. Our deeds. They want you to take it away from us, because they say we interfered with their business.

Was there something that happened here when the lawsuit got filed? One hundred percent on both sides -- both sides. Both sides acted like fools. Both sides failed to come to the table and failed to put any terms into an agreement. That is undisputed.

My friend, Ronnie Richter, held up a blank piece of paper with nothing on it and said, They are asking you to fill this in, and that is what they are asking you to do. They are asking you to write the contract that they didn't write. They had lawyers back then. You don't think that those lawyers know what a joint venture is? They didn't write a joint venture agreement, but they both used the same lawyer. Does that make any sense to you?

They have operating agreements that say you can't do what you are alleging you did. Even if we agreed, even if everybody in this courtroom agreed that way wanted to be in a joint venture, they didn't do it the right way. They didn't write it down. Nobody bothered to look at their own corporate operating agreements, whatsoever.

You heard the testimony. There was no vote. You need a vote to do this. It never happened. It is undisputed in this case. So they want you to ignore their corporate documents and create out of thin air and some text messages and documents a contract. They want you to say that it was unambiguous. There was so much stuff said in this courtroom, I don't even know if my name is unambiguous anymore, much less the terms of whatever the heck this was. But they want you to do that. That is what they are asking you for. Because they failed, and it got messy because of what they did.

My clients were not interfering with their business. They were protecting their property. These guys brought an illegal operation onto our land, and they want you to say that's fine. We'll do whatever we want on this land. They want to talk about control? The moment we tried to exercise control over the land that we own, we got sued for it. That is a level of control they believe we have. That doesn't make any sense. We have control, right? That is what they say. You know where the control comes from? From our property, from a deed that says we belong there. Undisputed. Undisputed in this case.

They want to say that Donny Kettner signed documents. What they don't want to talk about is Donny Kettner is power of attorney for his father. So what? He's signed all kinds of documents for his father. That doesn't put them in business with these guys. Donny Kettner gave permission. They want you to think that Tim was the man. Tim had the authority.

Look at the evidence in the case. Pull it up. Pull the operating agreements if you don't believe me. He didn't. He did not have a controlling interest. At all relevant times in this case, he was at best 50 percent; never 51. He didn't have it, because the corporate documents didn't let him have that authority. He needed the authority. Everyone says, well, of course, there was kind of corporate resolution, a bank would never do that. Guess what? We subpoenaed the bank. We asked for these things. Everything that they had regarding this case, they sent to us. Unless they withheld something, there is no corporate resolution in the record. You want to know why? Because there isn't one.

This thing is fouled up six ways from Sunday. They want you to fix it by giving them our property. But they couldn't plead for it in the pleadings, because they don't have the basis to take our land. They say that we want to take theirs. I don't care what you do in this case, I don't care what verdict you come back with, whether you believe my clients are Satan or not. Doesn't matter. I don't care what you say the agreement was. There is nothing that this jury or that judge can do that would allow us to take their docks, just like they can't take our property. They own those docks. They have a deed to it. Just like we have a deed to our parking lot.

Don't be fooled. Don't be fooled. They want you to feel bad for them because they made poor business decisions. We would have never built -- you would have to be crazy to build on property without an agreement. You would. And most people when this arrangement happens, they put it in writing and call it a lease. People build commercial and residential structures on land they don't own all the time. If you guys do not know who Burroughs and Chapin is, it is their business model in Myrtle Beach. They own all the dirt that the commercial property sits on. They own more of Horry County than anyone, and they always own the land. There is lots of businesses built up on their land, big businesses. Malls, hotels, huge multi-million dollar operations built on land they don't own. These guys know this. It's not crazy. It happens all the time.

The only difference when Burroughs and Chapin does it, they have good enough lawyers to say, Get your butts in my office and let's do a lease. You know what happens when they leave the businesses, leave the Burroughs and Chapin properties? Whatever they built on them is Burroughs and Chapin's, says the lease agreements. Don't believe me? Check it out.

People do it with their homes. I've never seen anything like this until I moved to Horry County. I always knew there were campgrounds, because I've coming to Myrtle Beach forever. A lot of people are buried in this dirt.

But what I never knew was that the

campgrounds in this county, people started building houses on them. Used to pull trailers out there in the summertime, and people would have fun. People said, No, let's build house on there. People build their homes on this land, rental properties on this land. They never own it. The campground owns it. And guess who owns the dirt in the campground? Burroughs and Chapin. These guys know that.

They want you to think we would have to be crazy to do this. It happens all the time. It happens all the time. It is just that they failed to get a lease, failed to write terms of an agreement. Now they want you to do it for them.

I keep hearing about this sign. Another thread they are trying to sew together. A sign that says Little River Water Sports and Crab Catchers parking. Yes, there is. So what? We gave them permission. Gave them permission. Doesn't matter. It's meaningless.

We're not saying they didn't have permission to use our parking lot. All we're saying is if you are going to operate out there, do it lawfully. If you can't, then don't. That is what we said here. We said guys there is problems with your stuff on our land, and we're getting fined for it. Fix it.

No, we will do whatever we want with your property, and if you don't like it, we'll sue your asses, and they did. That is arrogance. That is arrogance.

They didn't want a lease. They didn't want to pay for it. They just wanted it. Why do they want it? They say because Tim bound us into an agreement. What about Mr. Kettner? He's a hard-working man. They are out here building this business for 20, 30 years, right? We know something else about Mr. Kettner: He didn't write it down, didn't give us any clear terms, and he didn't have the authority to do it. Even if he wanted to. Even if we wanted him to. Even if we all agreed. The authority didn't exist. They had to have an unanimous vote that they never had.

Why did they have to have that vote? And I encourage you to look at it in the operating agreements. Why do they have to have it? Because we're talking about land. The use of and transfer of land, forever. Forever. Without paying us one dime? What happens if we decided to sell our restaurant? What happens when we put that thing up on the market? We get a great deal, and we get down to the contract, and we say, Oh, wait, by the way, there's these guys next door. You have to let them do whatever they want out there. Oh, no, they don't pay for that right. They are just out there. What do you think that does to our property value, to our business? They never considered it because they don't care.

They want to be the victims here. We didn't have any problems until they showed up. We are the victims. Whatever Tim and Wade did, whatever fallout because of their failures as businessmen, they want us to pay the price. And why? Because we have the money. We have the land, and they want you to say it's not your land, and it's not your money, even though you earned it and you own it. That doesn't make any sense.

It is so convoluted. It makes me chuckle. I would laugh out loud if it was not millions of dollars of businesses and employees with families whose lives can be ruined over this, on both sides. Mr. Long has something to lose here.

I grew up on a creek just like Little River. I understand Mr. Long where he comes from, because I grew up like Mr. Long, and most of my friends were Mr. Long. I don't want to see him off of that waterfront or thrown off his land. I just want him to do it right. I want him to do it right. I want him to be successful, but I don't want it to hurt us in the process. It doesn't have to.

They say if you don't rule in their favor, their business will be shut down. That's not true. That's not true. There are a myriad of things that can happen for Mr. Long to keep his business, runs his marina. But he doesn't want to do it. He wants to do it the way he wants to, without paying us, and he doesn't want to be told by us or the government or a regulatory agency or even the cops what he's going to do. He wants to do it his way. Ignore the law.

He wants you to feel bad for him. I'll be honest with you, I do feel bad for him.

I do feel bad for you, Mr. Long, I do.

But I also feel bad for my clients who got drug into these because these two guys couldn't do what they needed to did as businessmen. These are businessmen. Everyone wants to call Wade long a simple fishermen. Let me tell you: There is nothing simple about fishing. It is a business like any other business. He's not some dumb guy who got taken advantage of. Anybody who can stay in the fishing business as long as Wade Long has is a businessman. It just so happens that he pulls fish out of the water for that business. He knew better than this. He knew better than this. They just didn't want to spend the time and money, and here we are, because Tim and Wade -- Tim and Wade, TnW, couldn't handle their business, and now they are asking for your help to hurt ours. That is not right.

Let's talk about Mr. Rolf. Let's talk about this sign. Nowhere on that sign is Mr. Rolf's company's name. He is East Coast Jet Skis, Atlantic Jet Skis, none of that is on the sign. It is Little River Water Sports -- not Mr. Rolf -- and Crab Catchers. Not Mr. Rolf. He hired a lot of people to run that jet ski business. He leased that property to Mr. Rolf. He said, Go out there and run jet skis. Run into any problems, deal with it, during the lawsuit.

He knew what the problems were. He brought Mr. Rolf out there who antagonized our customers, who was all over our parking lot, parking his customers' cars in our parking lot -- not Long Shot, TnW. None of the companies that these guys own. Not one. It was East Coast Jet Ski that was parking their customers on our lot. It's not on the sign. So who cares about the sign. It's not a contract. It doesn't have terms of this agreement. It is just a little stitch, and they want to sew it together.

Remember what we talked about? Circumstantial evidence versus direct evidence. What is direct evidence in this case? What it would be, if we had it, is a contract that tells us what this joint venture is, what it does, how long it is going to go, who gets what profits, who has what control, all of that. We don't have that here.

They show these text messages. They got text messages. He said "joint venture." Who is it between? Pay attention to what you see and what you don't see. Those communications might have included us on occasion, but the words "joint venture" never came out of any of my clients' mouths. Not once. Were they included on group texts? Yes. Yes, they were. But acquiescence does not make a contract.

Does it matter? The conversations, the heart of the conversations and those discussions were between that man and that man. Not these people. Did they know about it? Hell, yes, they knew it about it. I'll say it again: We're not denying that we knew they were there. That would be silly. We gave them the permission to be there. We knew they were there. They want to act like, you know, Tim left and we tried to steal their docks. Again, can't happen. Not an issue in this case. Interesting discussion. Breeds sympathy. No one wants anyone to lose their land or business, but that is not what this case is about. That is misdirection. That is the old Wizard of Oz. Pay no attention to the man behind the curtain. Look over here. These text messages. Forget about the law. Forget about what happened on the land.

They were mean. Yes, there are issues between these guys -- a hundred percent. There just are. That's what happens when you file lawsuits. You don't get together and sing Kumbaya while you spend hundreds of thousands of dollars on both sides -- on both sides.

If you have sympathy for that, have sympathy for everybody in this courtroom, because the only people that win -- and I say this to my clients all the time -- the only people who win in a lawsuit when you fight like this is right here (indicates). There is no winning here. No matter what you do, these guys are still going to be neighbors, still going to have to deal with each other.

All of this is doing is generating up more bad blood until we go to the next lawsuit. There is already one pending. Mr. Rolf is part of that lawsuit, by the way. So consider that when you consider his testimony.

They want to talk about interference with contract. We didn't even know what the contracts were. They never included us on the discussion. You heard what they said. You heard what we said. Mr. Rolf said that he talked to us. He didn't. He showed up. Justine was there that day. You heard what she said. He just showed up. Imagine that. That guy couldn't even answer a straightforward question up here.

I asked him a simple question -- and you probably remember this -- what would you do if the Devil, which he believes is me, you heard him say that -- rented out two rooms in your house without your knowledge, and my two tenants just showed up and said, hey, we're here? We're going to live in your house. By the way, we're going to do illegal stuff in here, too. Hope you don't mind.

It is a straightforward question. Would you let me do that? I don't know. That was his answer. I don't know. A whole lot of I-don't-know. I'm not sure what that guy knew.

They want to portray Tim as this puppet master. I don't think anyone is Ms. Justine's puppet master. You saw her. You heard what she said. Tim, when you are gone, you're gone. That doesn't mean they stop talking.

Was Tim mad? Did he want to get at Wade? Yeah, of course he did. They were fighting. They -- Tim and Wade were fighting. And just like they drug us into this mess, they wanted to drag us into that. My clients did what they did to protect their business. Mr. Tim Kettner was no longer a part of that business.

So while they still respected the old man's opinion, he did not have the right to control them. He did not have the right to control them at any point in time, in the time that we're talking. At best, 50 percent. Never 51. Before this was over, in 2017/2018, it was even less than that. By the time he sold out to the rest of the members, he had very little interest. That doesn't mean that they didn't respect him. Everybody says Tim is the man, but the documents matter. The documents matter.

He wasn't actually the man anymore, and he wasn't directing these guys to do anything. They were simply trying to protect their property, a property he wanted to be protected because he spent 30 years out there building it to give it to his kids and his friends, people who would have never had an opportunity without him. Not this kind.

I worked in the restaurant business for over ten years. Not one person ever came to me -- and I busted my back in that business. No one ever came and said, Michael, do you want a piece of this? He did. And he's got drug into all of this, too. But he's a grown man. He's responsible. He said whatever happened here, it's my fault. He said it. I got these guys involved.

I admire him from being the only person in the courtroom to take responsibility for their actions. They say we have control over this loan agreement. I want you to understand about the loan agreement. In order to do it, you have to get the loan right. When you borrow money as a corporation, you have to have corporation resolutions.

Even if one did exist, there is something important missing here: Unanimous consent to get the loan. Unanimous consent is required. Look at the documents.

Then, look at the bank documents. You wouldn't see Casey Kuzmik, who was a member at the time the loan was gotten, because he didn't want anything to do with it. Just like Ms. Justine said, Didn't want anything to do with it. Didn't want to be a part of their business. He didn't want to get in the loan. Personal guarantors? Look who they are, and they are not all of the members.

The issues are between Wade and Tim. There is a lot of them, and I get it. If I were Wade, I probably would be mad at Tim. If I were Tim, I would be mad at Wade. I can relate to that. I'm sure you all can. But it wasn't our fault. You heard what they said, We weren't in their corporate meetings. There is nothing about us in anything.

Did we see what happened? Did we have conversations? They were our neighbors, yes, we did. Did we know all of this? No, we did not, because we never agreed to be in a joint venture with them. And I don't care whether they call it "the unnamed joint venture," TnW, or Little River Water Sports. By the way, it's been all of those things. Go back and read the testimony of Wade

Long. He says the joint venture is Little River Water Sports in his deposition, and you have it in evidence. He says it is TnW. He is saying in here it is some unnamed entity. Pay attention to what people say. That's what I asked you guys to do at the beginning.

Now, pay attention to what you didn't hear. What did you hear about this joint venture -- whatever the heck it is? No K1s were issued showing profits or losses. K1s can be issued for losses because you can write those things off. They never were issued. It didn't happen. Why? Because there is no joint venture. Because if there is a joint venture, these guys have explaining to do to the IRS. Can't be married filing separately. That is what they want you to believe. We are married filing separately.

I asked Ms. Bryant, who is their CPA, and accountant, Where is that on the tax form for a corporation? What did she tell us? Nowhere. That is not a thing. There weren't taxes paid on this, because it didn't exist. It was permissive use. We gave them permission. We didn't start a business.

So what have we heard in this case. We've heard Wade Long's testimony. We heard that he did not even know what a joint venture was until he stepped foot into a law office. You got to love lawyers, right? She spun up a joint venture agreement out of nowhere and no longer represents him. But they are still here and still believing in the joint venture thing that never existed until a lawyer used those words. Read it. You don't have to believe me. Read what he said. It's in his deposition. Mr. Long has been honest about that. I don't know what it was. Those were Henri's words.

The reason why he didn't know what it was is because he knew damn well he wasn't in it. He just wanted to be left alone and operate. He would still have it today if he would have just fixed the problems. But he said, No, I'm going to do it my way on your property, and you are going to be okay with it, and when you are not, I'm going to sue you.

We heard there is no shares of profits, no share of control over and over again. They're going to argue, well, control was the loan, and control was people working over there. No. We helped them out and sent employees there on occasion. Donny Kettner did some books for them. Yes, we helped them out. It was Tim's business. Remember, Tim gave us our start. Of course we helped Tim out. We didn't get paid for it. That is not control. Having a line cook pump fuel is control? We're not talking about control. Doing your neighbor a favor. That's nonsense. Nonsense.

We heard from Brett Todd. The man that was undisputedly fired by both organizations, not a member ever of either organization, has no knowledge of the corporate activities or corporate documents. He said that. Thanks for coming, Mr. Todd.

And Mr. Morales, the only thing he knows is he really loves his family and would rather be in El Salvador. I couldn't agree with him more. That is where I would like to be rather than here right now.

We heard from Mr. Crosson, a line cook, who testified to one occasion where members of Crab Catchers told Crab Catchers' employees to be respectful of Mr. Long's operation. He also said that Crab Catchers' employees helped out with the marina and used jet skis. So what? So what? That doesn't make these guys a joint venture. That is not what it takes. It takes much more than that.

Mr. Crosson wasn't privy to any discussions between Tim and Wade. And most of the discussions that Tim and Wade had, we weren't privy to. But they want to put it all on Mr. Crosson, that Mr. Crosson said it is a joint venture. That is not what Mr. Crosson said. Mr. Crosson had a belief about what he observed, and nothing more, because he was not initiated. He was not a member. He was a line cook who does work for Mr. Long on occasion.

We heard from Mr. Kiser, and he said he takes issue with the attorneys in this case because he says it is our fault this hasn't been resolved. Remember, they are the plaintiffs. They brought the case. We had to defend ourselves. We're the defendant. Tim is a defendant. Read the caption. We didn't bring this.

Yes, we filed a lawsuit in the magistrate court. Why did we do that? Because we couldn't come to terms with them. They didn't want to listen to us. They didn't want to give us a counteroffer to anything we offered. So what were we left with? Go to the magistrate court and let them do something. We didn't file this case. We are not the reason that you are here. We are here because rather than working it out, Wade Long's attorney filed a lawsuit.

I think on some level there was something with Mr. Long that said we can work this out. We can do what is right here. He's interested in doing what is right. His attorney wasn't. Money.

We heard from Mr. Rolf. In the interest of time, take from him what you will. He couldn't even answer straight questions and didn't know half the answers to the questions I asked. Sometimes I'm long winded and sometimes confusing. Ask yourself whether those questions I asked him were easy or hard, because some of them were as basic as they could be, and he didn't know. Either he didn't know or didn't want to give the answer. Credibility matters.

I told you guys creditability matters. Listen. Watch. Hear what they say. Judge for yourselves. Who is believable? Who is not?

They brought Geoff Hopkins up here, a man who is no longer with the bank, who completed the loan without a corporate resolution. Take from that what you will. Sounds like he may have put that bank in jeopardy. He was not informed of the terms of the joint venture, even though they were working together and knew they had ideas. But the term "joint venture" wasn't used. It was not in the documents. It is just not there.

Who did you hear from on our behalf? Kim Bryant. K1s. No joint venture returns. They talked about some plans, but she was never told about this. Does the taxes for everybody, not just the corporations, and still does to this day.

Tony Young from the bank represents the bank that gave this loan. No indication of a joint venture from the applicants on the loan. No language in the bank documents that created the joint venture. His testimony; not mine. Look it up. Judge can send you the testimony or the record if you need it.

David Jordan from the accounting, my client owns the land; that is why we got the fines. The County could have kept on fining us indefinitely, as long as there is a problem out there.

Justine -- one of the two oldest surviving members of this company, Justine and Donny Kettner. She says this is nonsense. She's been friends with Tim forever. She tells us what it was, because she's honest. If there's one thing about her, she's honest. Doesn't matter what I think. I think Mr. Long would say Justine is an honest person. But we're asking you. Do you think she was an honest person? Or did she get up there and lie six ways from Sunday? She says no joint venture. Permissive use. Believe her when she says that.

They want to talk about all of the people we didn't call. Unlike Mr. Player, I don't like to beat dead horses if I don't have to. I think you guys get it. I beat it to a bloody pulp. Seventeen more people and we would be here forever. We haven't called 17 people to date in this case and we've been here for two weeks. I can do it, but it would be more of the same.

They want to act like there is something to hide. We've been here for two weeks. I don't know if anything is hidden anymore. If it is, I don't know if we could ever get it out. Court doesn't have the time. We certainly don't have the time, and you certainly don't have that kind of time.

So let's talk about your job and the law. You are here to determine the facts of this case, and that is it. It is not a popularity contest. This is not a whoa-is-me contest. It is not who do you feel better about. It is not who do you like more. It is not who has the better lawyer or presentation, or whether me or Mr. Player are most handsome men in this courtroom. It is not about that.

It is about what the facts are, and that is your job. Tell us what the facts are. Tell us what you believe. Tell us who was credible, who was believable. That is what we're asking you to do. Do you believe the people you have heard from? Did they connect the dots in their circumstantial case? How did the people answer questions on the stand? Do they have alternative motives? Were they truthful and forthcoming? Were they in a position to opine about the very things they got up there and opined about? Did they even know what they were talking about?

They've got a few causes of action left. The first is promissory estoppel. Requires an unambiguous promise. Mr. Player is right 100 percent. I am going to say the promise was as ambiguous as it could be. Read the transcripts. They don't even know what it was. They want you to figure out what the unambiguous promise was. And any ambiguity you might find, they want you to wash it away from them, because there was a lot of ambiguity about what was going on out there and who did what, what profits were to be shared. None of that is clear to me. If it is clear to you, I can't wait to hear what you think. I can't wait. Because there is ambiguity from now into eternity.

Reasonable reliance on the promise. Did Mr. Long do something in reliance on those promises? Yes. But what was the promise? What was the promise? Permission to use our property as long as you do it in a manner that doesn't hurt us. That is implied. It is implicit. If you give permission to use your property, you don't say it is okay to use our property for whatever you want.

If I own a piece of property and I let my friends use it from time to time, but I don't allow illegal activity on it, and one of my friends grows marijuana on my property, permission withdrawn immediately. I don't want to deal with the consequences of their bad acts on my property. It is not reasonable to rely.

They say the promise was not kept. The promise was kept. It is permissive use. Use it in good health and in good faith, and we'll have no problems. That is the only unambiguous promise I can find in all of this nonsense.

The other thing that you have to prove is when it comes to promissory estoppel, is that injustice cannot be avoided unless the promise is enforced.

The dirty little secret that they don't want to talk about is they have a parking lot right behind us -- right behind us. You can stand in their parking lot that they own and see their docks across ours. There are alternatives. The business is not necessarily going to get shut down. They may have to relocate some things. They may have to operate within the law, God forbid, but no one is trying to shut them down. Not us. Not the State. Not the Court. Not nobody. We're just saying do it right.

They have a piece of property that they could use to put their tanks on, park cars. Here is something they possibly could do if they would have bothered to come to us and say, Hey, could we run from our parking lot to our docks? Maybe you could. Don't know, but there were alternatives.

They act like if you don't rule in their favor, they are shut down. Not true. Not true. You just don't get to do whatever you want anymore. Follow the rules. If you don't want to follow the rules, we don't care, do it on your property. As long as it doesn't affect us, we don't care. We don't care about Tim and Wade's problems. It's their problems, not ours. We got drug into this, and the only reason is because we're still there and Tim is gone.

The thing that they have to prove on all of the causes of actions is that an injury occurred. He was operating out there for years, still operating today as we sit in this courtroom. Not shut down. They haven't been harmed.

They had issues out there and want to say that we've harmed them because they had to deal with regulatory agencies. They put the stuff in there without permits, and we had to figure it out for three years. As soon as we figured it, they're like, oh, you are trying to shut us down. No, we're not.

We didn't have the authority to put stop construction notices on their personal property, their tank, rental hut. It wasn't us. Those tickets weren't written from us. It was written by Mr. Jordan's office, the County. They took issue with some of the things we did, some of the things they did. That is not us. Did we call them? Yes, we did, to understand what was going on and whether or not those things were in compliance, and how they could get to compliance.

So what if we called them? Why? To shut his business down? No. To figure out what was wrong, and how to fix it. They never bothered. So what's the damage? The damage is what they did to themselves. What they did and didn't do. Nothing that they can put that to my clients.

They want to talk about the joint venture. It is beyond me what this joint venture is. I mean, we've had all kinds of discussions about a joint venture in this courtroom. You have heard all kind of things. When you get the jury charges, I'll be honest with you jurors, I don't know what the definition is that you are going to get, but it is going to include the words "profits and control."

You remember my boxes. You knew I was going to bring them back. Shared control. You decide. Did we have control? They say we don't. They say we don't. The moment we tried to exercise control, we got sued. I'll argue, you ain't got it. By their own admissions, no matter which one of these versions of the joint venture is they want to talk about -- I would also say that no matter where you find profit -- or control, you also have to find profits. Zero evidence of profits. Zero evidence of profits.

They want to say they confer by being next door to us. You made money because we were next door to you. We were making money before they came along. They said it. Everybody said it. The benefit of being next door to somebody is that it is a benefit. I won't argue that. Maybe we did; maybe we didn't.

They didn't put up any testimony that they can show that when they showed up on our property, we all the sudden became multimillionaires. It didn't happen. That is a benefit; not a profit.

What is a profit? A profit is what you got left over after taxes and overhead. They want to say that the bank loan is a profit. Last time I checked, a loan is overhead. That is how it is calculated in my office. Every time I stroke a check to whatever mortgage company I'm with, that is a liability. It is overhead. It is not a profit.

Could my clients have taken money out of that bank account at any time? Yes, they could have.

They didn't. They did (indicates). $1.1 million, they took a portion of it. Let's say they took 600 of that, 700 of that, 800 of that. Whatever it was that they took, they won't argue that they got a share, but what did they get from it? A small piece of dirt, some docks that they built onto the docks that were already there, that we owned, a Leonard shed, which is a shed you put in your backyard, and two tanks. The reason they had to have two tanks is because the first one they bought wasn't permitted, so they had to put it back. Forget about that, guys. We're all in compliance now, right?

Why did they do that? Lawsuit. They didn't want to come in here and say, Yeah, we still have that 10,000-gallon tank out there, because we weren't going to let it sit out there. Why not? Because the court -- as David Jordan testified to -- said you have to fix the problem. The County said get it gone, and we did. They are mad about that, and I get it. I would be mad, too. But who do they need to be mad at? They want to be mad at everybody but themselves.

They want us to be responsible for having to comply with regulations. News flash, everybody:

We all have to comply with regulations. We're not responsible for the County enforcing the rules that are in place.

So what is this joint venture? Well, we know that no profits were shared. There was no share of control. So then we have to go to damages. First you have to have an agreement to be in a joint venture. Someone has to breach that agreement, and then you have to have damages. What damages? They haven't proven a dime of loss they can attribute to us regarding the alleged breach of the alleged joint venture. They complain about being blocked, but they had the keys to the gate the entire time. They still do, by the way, because they are still operating out there as we speak.

At this moment in time that you sit in this jury box, their business is running. There is not one word of testimony about how much they lost as a result of this. Mr. Player will give you a number that they make up later. There will be no number of times that they were locked out. That is not in evidence. There is no evidence as to how much money was lost. Not in evidence. No expert to opine on the lost profits. Not here. Not in evidence. Absolutely nothing.

They haven't been damaged. Their damage is, We're going to get shut down. Listen to the words. We are going to get shut down. Haven't been shut down. It is not inevitable they will be shut down. They can fix their problems. Come in compliance, and no one can shut them down. Nobody can take their docks. They just can't do whatever they the hell they want anymore. They have to follow the rules and the law and be respectful of our property rights, which they have thrown in the garage.

So what else are we dealing with? Economic interference. Tortious interference with contract. You interfered with Mr. Rolf. We didn't even know about Mr. Rolf. He showed up operating on our property during the course of this litigation because Mr. Long, yet again, had to go out fishing while someone ran his marina business. That's been his MO the whole time.

He's right, you have to go out fishing. He doesn't have time to be at the marina. That is why he hired all of these people. That is why Tim hired all of these people. They just brought him out there. No information. No notice. No, hey, we got a guy coming down there parking his cars in your lot. Oh, by the way, he's a little off key and might screw with your customers, which he did. Not even so much as a warning. Not a phone call. Not an e-mail. Not a text message. Nothing. That wasn't right.

As much as I don't care for him, Mr. Long could have done something here to prevent all of that, could have reached out to us and told us what was going to happen. He could have said there is someone coming. They are using the parking lot. I would like you guys to let him do that. He didn't do that. There is no damages. Again, not a shred.

I'll be as brief as I can about this last part, but when you talk about contracts, there are defenses to contracts, and these are important. You have to mitigate your damages if you have alleged that you have been damaged. There is a duty to do that. Fix this. Try as best you can to fix your problem. If they had taken the necessary steps to bring the causes of concerns for my clients into compliance, there would be no issue. They didn't do it. They were arrogant. They filed a lawsuit. They didn't even try. They didn't even try. So they haven't mitigated their damages.

The intervening acts of third parties. I know he has problems with him. Tim and Wade got problems. Not our problem. If Tim did these things, if he bound us, he did it without our authority and without our approval and without our knowledge. We knew what we thought was going on over there, and what my clients knew was going on over there was permissive use of our land. If Mr. Kettner did anything more than that, he wasn't allowed to. That is an intervening act of a third party that must be considered.

Think about who we've talked about in this case mostly? What Tim and Wade did. Tim and Wade. Tim and Wade. Tim and Wade. TnW. It's the name of their company. Is there negligence by the plaintiff? They operated their business in a negligent manner, and when we tried to protect our house, lawsuit.

It was implied that they would do the right thing and operate in the law. That is an implied warranty that you will not break the law on our property and cause us to come to court. Broke it.

There is performance. They failed to perform. They didn't finish the build-out. They ran out of money. They failed to perform lawfully, and now they want you to excuse that or pat them on the back for being hard workers and give them our property. That is not how it works.

Indefiniteness. This is straightforward. The promise has been so many things in this litigation, I don't even know what it is. They may. They'll tell you what it clearly was. You have to decide whether you are clear on it. Clear and convincing on the promise. I say to you that the only clear and convincing evidence of any promise is that there was permission that they can use our land, and that is it. Anything else was so indefinite, that there is no way that the contract could stand.

There is also a lack of consideration here. You have to have a meeting of the minds to enter into a contract. It means I have to understand what it is we're agreeing about in order to agree. If I don't, there is no consideration. A meeting of the minds. I can tell you, one, two, three, four, five, six -- seven people in this courtroom that will tell you now -- and told you on this witness stand -- there was no meeting of these minds. If there was, we probably wouldn't be here.

They want you to believe that the consideration was the benefit of them being next to us. What benefit? They lose money. No increase of our sale because they came out there. You have to have a benefit. What we got is a headache. What we got is hundreds of thousands of dollars of bills and two weeks' worth of trial. That is what we got out of this deal.

One of the most important things in this case is there is no written contract. Remember what I said: Land is so important that we say in this state if you do something with land, you write it down. And if you don't, no deal. That is what it says. Judge will tell you.

You will get charges on statute of frauds. When you are talking about the permanent use or transfer of land, we have two things in this state that you have: Either have to have a written easement or a deed. Neither exists.

Unclean hands. These guys are coming up here saying they want you to give them equity. They want this jury to do the right thing. That is what he said, I just want what's right. But you can't come to court asking the Court to do what is right when you have refused to do what's right.

Both sides engaged in shenanigans. Both sides antagonized each other. Mr. Long isn't going to deny that he's antagonized my clients. And I won't deny that my clients have antagonized them. But you can't come up here asking the Court to do what is right when you've done nothing but wrong.

They want you to reward them for the bad things they've done on our property, and in this state we say no.

THE COURT: Mr. Harrison, we need to wrap it up.

MR. HARRISON: I'm getting there, Your Honor.

There is a condition of precedent that has to be met. Law is absolutely necessary, and following the law is absolutely necessary. They never operated legally. Maybe if they, we would be able to get through this thing, but they didn't. It is unconscionable to believe that we would give away our land for nothing.

Mr. Kettner didn't have the capacity to do this. You've heard it, and it's been said over and over again. Transferring property to someone without a deed or a written easement is against public policy in the State of South Carolina. It is why we have a statute of frauds. And, quite frankly, there is a mutual mistake here. They did this, and their corporate documents don't allow them to. They made a mistake. They made lots of mistakes, but the biggest one was not paying attention to the contracts we do have. The operating agreements. They ignored those, and that is why we're here. That is why my clients got brought into this.

The judge is giving me the high sign, so I'll say this and sit down and let you guys get lunch. There is no joint venture. Burden of proof is on them. They have not proven their case, and they have not been damaged. Their damages are in their head. They are worried about what will happen tomorrow. What may happen. That is speculation, and you can't do that.

They put forward no evidence, whatsoever, to prove that what they say the unambiguous promise was, exists. We have. It was permissive use, and we withdrew that permission because they couldn't follow the law. If they had just followed the law, we wouldn't be here.

We know you guys are smart enough to cut through all of this, and we know you will look at the law, pay attention to the law, and pay attention to what is said. If you need to, please ask this judge to look at the documents we mentioned. Please read them, and I think you will come back with the right verdict one way or the another.

Thank you for your time. We very, very much appreciate it. None of us wanted to be here for two weeks, but here we are. So we know that you guys don't want to be here for two weeks. Hold in there. Do the right thing and come back with a verdict in favor of my clients.

Let these two -- Tim and Wade -- deal with their problems instead of pushing them off on us and taking our land for mistakes they made. Thank you.

THE COURT: We're going to take a five-minute break and hear from Mr. Richter.

(The jury exits at 12:18 p.m., and the following is heard out of the presence of the jury.)

MR. BELLAMY: May I approach real quick?

THE COURT: Yes.

(A recess was taken.)

(The jury enters at 12:29 p.m., and the following is heard in the presence of the jury.)

THE COURT: Thank you, ladies and gentlemen.

Mr. Richter.

MR. RICHTER: Good afternoon, folks.

Tim, come on down. Let's end it the way you started. Stand in front of this jury. You, sir, are a thief. You are a liar. You are an embezzler. And this is new for Mr. Player -- and I wrote it when he said it -- you hatched a plan in 2017 to steal property from a couple of suckers.

Now, I'll ask you to take a seat while we talk about that. Thank you.

Do you believe any of that? I don't think you do. I think you saw a good man in this courtroom. A really good man. You want to know how we got where we got to? It starts right there. Now, that claim has been abandoned, but we keep bringing it up. So if they abandoned it, why do we bring it up? Because I think it speaks of their entire case.

What happened with that claim is that decisions were made. This is all calculated. Lawsuits are calculated. What you say, how you say it. Decisions are being made, and the calculus here was: Our legal claims are so weak that we need a villain. So we are going to weaponize this false allegation against Mr. Kettner that he stole hundreds of thousands of dollars.

Now, we will weaponize it in two ways. First, we hope that the pressure of it breaks him, all right. Time and pressure breaks people. It bent him. You heard about that. Twice admitted by his family, concerns about his mental health from the pressure that this nonsense brought upon him. But he did not break. God bless him. The man is an oak, and I love him for that, that he didn't allow that to break him.

Number two, we hope -- the plaintiffs -- that if we can sell this to the jury, then it will help us overcome all of the other weaknesses and the legal claims we have.

Here is where the calculus went wrong, because they realized at some point in time -- well, I hope they realized it -- it's not true. Minimally, they realized we can never prove it.

So now you have a real problem on your hands. We stuck it out there for three-and-a-half years. We spent $500,000 trying to prove it. Not one dollar. Not one witness who can come in here and say that they saw that man take so much as one dollar.

So now what do we do? We stuck it out there and told the jury in the beginning that the guy stole a bunch of money. Here is what we'll do: We'll abandon it like it didn't happen. All right.

I'm sorry, that is not good enough for us. To me, to us, that speaks to the entire case. It all stinks. You go to the restaurant and order that fish, take that first bite and it stinks. Are you going to eat the rest of the stinky fish? I don't think so. You'll send it back. That calculus, that miscalculation stinks up their entire case.

So let's talk about the rest of the stinky fish. They brought a claim called promissory estoppel. This is the law trying to fill in the gaps for those occasions when people didn't take time to write things on a piece of paper, and we'll come back to the piece of paper. We talked about that in the beginning. The law hits this -- hits this theory. The law says if you are going to prove this, it's got to be clear and convincing, not just beyond a reasonable doubt. I mean it has to be crystal clear. And the evidence that they must present to you has to be, first and foremost, evidence of a clear and unambiguous promise.

Yes, I join with my colleague, Mr. Harrison: What is unambiguous in this courtroom? Look at all of the paper that you see. We spent two weeks together talking about whatever this promise was or was not. Everything about it is ambiguous.

Now, let me pause and go back in time and try to reset the timeline about how this all came to be. Tim Kettner, from Wisconsin, comes down to South Carolina and buys a restaurant, having never operated one. I guess someone said you can't do that, that's crazy. But he makes it wildly successful, and he does it on his own back with his sweat, tears, love, and sacrifice. That's Tim. That man over there whose partner contributed nothing to that. Zero.

Mr. Player said over and over again the restaurant couldn't survive without this thing with the marina. That's crazy. The restaurant has been there for 25 years. The restaurant was thriving. The problem they had was a two-hour wait on the weekends. That is the problem the restaurant had. He didn't need a marina. It is nonsense. Total nonsense. But Tim, the guy that he is, first guy there, last to go home, he's on the dock breaking down the fish, doing whatever is required, and he meets Wade. Wade is just a kid then. He likes him. That guy works hard. We have that in common.

So they are talking on the dock, breaking down fish. Wouldn't it be cool if we did this thing, and we had this marina? Those folks didn't want anything to do with that. Nobody at TNT/Crab Catchers wanted anything to do with the marina. Didn't want it. Didn't need it. Wasn't necessary. But friendship, and out of love for this man, he is trying to think of a way we can do something together.

He's not hatching a plan to steal property from suckers. That's crazy. I wrote it down. Tucker said it. Give me a break. So what happens? The dream starts to grow. Let's do this. We'll add ice cream. How about a harbor master's store? That would be cool. Maybe in the future a restaurant. Awesome. Jet skis. They can't do it, because they don't have the money.

So Tim, who is so generous with his family and others with his restaurant, goes to him and says, hey, would you let us pledge -- pledge the property as additional collateral so we can get the loan, so Wade and I can do this thing? How do you say no to your dad? How do you say no to the guy who has been so generous with you? So, yeah, I'll let you do that.

Now, that's crazy too, but okay. I call it a love letter from a son to a father. That is what it was. It was an accommodation. This is a way, Tim, to make your dream with Wade. It was honest that way. It was loving that way, and it's been contorted into something dark and nefarious, and that is wrong. That's wrong.

So they went up there and started building this stuff, yeah. Built some docks, jet skis. Things are going okay, I guess. It's losing money, but it's young. Maybe it will turn itself around.

2020 hits. World goes upside down. Times are tough for everybody. Wade's boat went down for nine months. He spent $350,000 fixing it. He's strapped. Restaurant is strapped. Everybody is scared. So Wade and Chris say we want out. We want out. They go to Tim and say please buy us out for $150,000 each. This thing is worth millions and millions. Please buy us out for $150,000 each. Tim said, I don't have it to give you. Can we do it on terms? And they say, No, we need it now. We need 300 grand. I can't do it.

So it is right on the heels of that that he gets hit with the accusation, You are stealing money. You are a thief. Now, I know that stirred up anxiety when you hear it. I call it "fighting words," right? Not only are they fighting words, but this is the guy who has been allowed to pursue his life's passion as a fishermen, and a good one. You know how he is able to do that? Because that man is back on the docks doing everything else without complaint, without payment.

So fast forward. Thief. Embezzler. Liar. That is what he gets hit with. That didn't go down too good, okay. That is not how you repay somebody. That is not how you thank someone who has only been generous with you the entire time they've known you, and you know it not to be true. It's never been true. You have maintained it for three-and-a-half years in this courtroom, until a week ago? That is wrong.

So, yes, Tim leaves September of 2020. According to Mr. Kiser, he was released of his management at TnW. He was canned. He was told, We have two on one, you're out. We're taking over. That is the way it went down.

Tim went home and, yes, he was hot, and he was mad. He sent some mad texts to people he has no control over, whatsoever. That guy is the F'ing enemy. He said that. Okay. Shots were fired. Don't blame him. Don't buy fish from that man. You heard him testify. I considered they probably wouldn't buy fish from him anymore, but I did it anyway. And then you say, Look, my business is ruined. Come on, man. Come on. Don't accuse your best customer of being a thief and expect that they will keep buying fish from you. The gloves are off. You have all of the salty texts back there.

This lawsuit follows. Not only does this lawsuit come, but TnW brings it, and the TnW money -- one-third of it -- is Tim's and is being used to sue Tim. So, literally, 33 cents of every dollar spent by those folks for a lawyer is my client's money. So you can imagine that doesn't sit great either.

Let's get to these legal claims. Promissory estoppel. For them to prove it, there has to be clear and unambiguous promise. What was that? It's changed even during the course of this trial. The latest iteration is, We were promised we can use the parking lot. There you go. Done. Well, in perpetuity? I mean, what does that mean? What happens when the property needs repaired or someone gets injured in the parking lot? Wade, if you will fill the hole in the parking lot that belongs to the restaurant, you can use the parking lot in perpetuity? That is the promise they want you to believe that was made.

Now, what they don't tell you is what was the value of that? Not to denigrate it. I know it was hard work, but did they bring a dirt guy in here to tell you, I charged 10 grand, $20,000 to fill in that hole in the ground? Did they bring in an appraiser to tell you, Hey, before we fixed up the lot, it was worth X; after, it was worth Y? No, they didn't do that, because they don't want you to know the numbers. They want the brass ring. They want the result that says, We did the dirt. So they are not going to come in here and say, You know, that's unfair. I never would have filled in that lot. I think my services were worth $10,000. They don't want you to know that, because they don't want $10,000. They want the brass ring. Clear ambiguous promise? I say, no.

You can borrow my car. Does that mean you can drive it to California? Does that mean you can paint it green? Does that mean you can tell the world it's yours? That is the nature of the promise they are telling you to allow them to have forever rights on dirt. That's crazy.

You have to prove -- part of promissory estoppel is that the person heard the promise, did something in reliance on the promise that they wouldn't otherwise do, and having done that, they gave a benefit to someone else. It would be unfair to that person to keep that benefit. They have not proven any of that, because they did not say what that benefit was, how that was conferred, or how to value it, because they don't want you to know that. They don't want you to land on something that is low. They want it all.

Who acted on reliance and what promise? Let me back up. If it is a clear and unambiguous promise, what testimony have you heard about a meeting that occurred between anybody where somebody said, Here's my promise to you? If I were the plaintiff and have to prove something like that, I would have said, Tucker and I met at the Cracker Barrel, and Scott was there, and at that meeting, talking promised me -- right? You would have that kind of detail, and I could back it up and I can prove it. It wouldn't be a morphias, amoeba-like concept that, well, it was about the parking lot. I can use that, and I can use this.

They can't tell you who said what to whom or where or when. You don't know any of those details.

Let's talk about joint venture. What is it, what the judge will tell you the law is, and what they have to prove to you. A joint venture is a combination of two or more persons for a common purpose. The hallmarks of which are: We're going to divide resources; we're going to divide profits; we're going to have the right to control one another.

I'll give you an example of a joint venture that didn't happen in this case. The restaurant and the marina get together and say that for Crab Catchers Festival, let's join up. You guys provide the food, we'll provide free boat rides, and whatever money is left over, we'll whack it up. Now, that it is a joint venture, we would give it a name. We'll call it the Crab Catchers Blue Crab Festival Joint Venture, okay. So we will call it something. It will have a defined purpose. We're even going to have a right to control it at the end when we'll whack up the money. That is a joint venture.

There is nothing like that in this case. Not even remotely. They point to a Tim Kettner text -- and you'll have it. I love how they keep going back to it. June of 2016, when Tim is talking about his dream, about Wade, the guy he likes and respects, he says in a single text -- never used the word "joint venture" before in his life -- he says, hey, we'll do a joint venture together, you and me, Wade. You know what happens? Less than 30 days later TnW is formed. So that is June of 2016. TnW is formed July 1 of 2016. That is the joint venture. That is the thing that they talked about.

But that is not a joint venture that they are saying. They are trying to smear these concepts to say no. No. No. It was a joint venture between Crab Catchers, the restaurant, 25 years that it existed -- 25 years -- and this new start-up boat slip marina. Like the restaurant needed that for survival. That is crazy. We don't need 12 boat slips when we have two-hour waits on the weekends. There is nothing in it for TnW, but you see we try to blur these lines.

Again, to succeed in this case, we need a villain. So we need to villainize that guy so that your passion will overcome your reason, so you break down the walls and get to the result we want, and that is why the theft thing is so important to us.

If it is a joint venture -- I'll run through this quickly -- what are we going to call it? I had my piece of paper when we started this case. What do you want to call it? What percentage of ownership are we going to have? Are we 50/50? I mean, the restaurant had 25 years of profits, and the marina isn't even done yet, so is that 50/50? You can fill out the terms if you want.

So what is the purpose? We're supposed to come together for a joint purpose. Who is in it? Just TNT or TnW, or are the guys included, too? How are we going to fund it? I know we're going to get a bank loan to build the docks, but who is going to pay what to keep this thing going? How are we going to whack up those profits? What do we do about future capital calls? What if someone wants to leave? What if we want to sell the project? Nothing (indicates). Nothing.

You folks -- here is what scares me about the case. I trust all of you, and when the judge charges you, you'll hear a lot. The favorite words that the judge says to a jury is that when you are back there, you are entitled to use your God-given common sense. I'm telling you, I trust your God-given common sense. If your spidey senses say it doesn't make sense, it doesn't make common sense, you should throw it out.

What makes sense here? Is this a plan that Tim Kettner hatched to take advantage of these two here? No. That's silly. Is it a joint venture? No. It was a son and his partners accommodating his father's dream to have a marina, and it didn't work. But what worries me, and if I'm here for two weeks, I would want to solve the problem. I know you want to do that. But I'm telling you that your job as a jury is not to fix all of the problems in the world. Your job certainly isn't to make dreams come true. This is not Disney World or the lottery. Your job is to consider only those claims that have been presented, and that is calculated, too.

What happens in the world are facts happen. There is a university of different things we can bring to the jury to complain about. These are the claims they chose to bring. It is not to say that there are no other claims or other ways. Your job is to consider only the claims brought. It's not to fix all of the problems in the world. Promissory estoppel fails.

Joint venture? There is no joint venture. Listen to what the judge says about joint venture.

There is no common control, no sharing of profits, no terms which you can even determine what it was. You just would be making it up. You would be making it up.

The best evidence comes from Wade himself who said, I never heard those words before I saw my first lawyer. Who said those aren't my words, I wouldn't say that. He said our businesses were always separate. He said that.

How about the accountant, Kim Bryant? Not only is she the accountant for the restaurant and the marina, but for everyone in here. The one I think that everybody appears to agree on is that she knows what she's doing. No one filed a partnership return reflecting these two businesses are combined, not even after the filing of a lawsuit saying that they were. That is when Wade was in charge, signing those returns under penalty of purge every time.

Insurance applications, all right. It's just a form. Check the box. I checked the wrong box. Even after the lawsuit is filed contending there is a joint venture, and Wade is in charge, he's filling out the form saying it's not a joint venture. Again, he never thought it to be so.

That's an idea planted in his head by lawyers three-and-a-half years still talking to you folks.

There is a witness who didn't show up: Roger Roy. Who is Roger Roy? He's the one just like the insurance agent and the CPA. He's the lawyer for everybody. He created all of these entities. Wouldn't he be the one to come in and logically tell you folks, I was the lawyer for all of the focus, and I can tell you from day one, this was a joint venture? That didn't happen.

The recombination plat, if we are neighbors and we're going to redo the property line, we call a surveyor to do the new plat. Move the line over here. But to actually do it, we're going to trade deeds. I'm going to deed to you what is on my side, and you will deed to me once was on your side of the line. Never happens.

Again, this is part of the dream, part of the concept, something that we thought we were going to do that we didn't do. That is not a joint venture. That is a pipe dream. There is a pipe dream.

Let's talk about the breach of fiduciary duty. They want you to award damages against Tim Kettner for breaching his duties to TnW. Go back to the nasty text. We need a villain, a bad guy.

Look at that. He said, Don't but a fish from that guy. Look at that text. He said, Move the hut.

He was fired from his management at TnW in September of 2020. He was sued by TnW in March of 2021. In order to breach fiduciary duty, you still have to have one. I would contend to you folks, you don't have one anymore when you have been fired or when you have been sued. If you did, and you had a fiduciary -- meaning I owe it to the utmost loyalty. I'm yours one hundred percent. It is a duty the lawyer owes a client.

That would be like saying if a client sued me, I couldn't defend myself because my duties to that client would be so powerful, I couldn't take a position adverse. That is crazy. That is not the law. So, first, there is no longer a fiduciary duty when these texts are sent.

More importantly, he's got no control. Nobody came in and said, Tim sent me this nasty text; hence and therefore, I took this action. Nobody said that. There is no evidence of that, whatsoever. They have to show a resulting harm. Tim never parked his truck in front of the pump. Tim never put at chain on something, never did anything to interfere in the business of TnW, and even if he did and didn't, there is no proof that anything he did cost one dollar. No evidence of so much as a single jet ski ride that was missed.

Tim sent a text to tell Rob to block the driveway, and on that day, Robert blocked the driveway, and on that day we had five jet ski rentals booked, and we missed all five. None of that exists. I made all of that up.

They try to string it together and sound something terrible. They are going to ask you not just for damages, they are going to ask you for something called "punitive damages." We want you to punish Tim with money. Punish him. That is what they are going to ask you to do. It's crazy. It's crazy.

The last I checked, Tim still lives in the United States of America. You are entitled to have an opinion in this country. You are entitled to express it. He said gloves are off to his family. Yeah, he said those things. So what? That didn't interfere in anything that TnW was doing. Didn't cost a dollar of damage, and no reason to punish people with money.

What you can't do is walk into a bank and say you are an embezzler. That is called defamation.

You can't do that. I do want to talk about the bank loan. Those are the legal claims. Promissory estoppel, no. There is no clear and unambiguous promise. Joint venture? No, it didn't exist. Did Tim Kettner breach fiduciary duties? No, it didn't happen.

Now, we have the bank loan. What are we to do with it? All right. So there is something called "Ockham's razor." There is a friar from the 14th century named William of Ockham, and he developed this theory of problem solving. The Occam's razor theory is if you are confronted with a problem and there is more than one answer to it, usually the simplest one is the correct one. That makes sense, doesn't it?

We have a problem. What is this bank loan? Is it evidence of a grand scheme hatched in 2016/2017 to take money from these two suckers, as counsel would suggest to you? Or is it just a son accommodating his dad who wanted to get a loan and couldn't do it without the use of the property? I think Ockham's razor says it is the latter.

What do you do about the loan? You know what you do about it? Nothing. It's not before you. They scare you with it. It is a cause of action.

Oh, my God, if we don't do something now, the loan is going to be called, and we'll lose everything. It is not even before you.

This is what I know about the loan: It is going to come due in November. It is going to get paid or not paid. That is what we know about it. Not your problem. When that happens, we'll sort it out when it happens. You are not here to solve all of the world's problems. You are not here to make dreams come true. You are here to deal with what is before you.

Let me give you a couple other Ockham's razors or oxymorons, whatever you want to call them. Tim, the humble thief. You are the judges of the credibility of the evidence that is put before you. They got out of their way to paint this man with every nasty brush, but every single witness who testified, talked about what an honest, hard-working, humble man that he is. Everybody respected him, including Wade; and, yet, he is a thief. You can't have it both ways, folks. That is not credible. It affects the entire case. Don't let them get away with this stuff.

The I'll-burn-my-house-to-watch-yours-smoke theory. That is the theory they would advance saying that Tim will crash the loan. Tim personally guaranteed that loan, too. He's so bent that he's going to crash everything just to hurt Wade. That's crazy. That's not true. Nobody wants that bank loan to crash. No one wants that marina not to succeed. Everybody wants it to succeed.

I'll give you a quick list of stuff that you do not have for your consideration. That might be critical of the presentation of the case, but if I had the burden of proof and had to prove some of these to you, I might have offered this as evidence.

There is no forensic accounting. They spent over $500,000, and we're only talking about a couple of years of business activity. It would not have been hard to have someone forensically review that if you actually intend to prove the allegation that someone took money. It is easily done. But it doesn't exist in this case. Not a single witness to testify as to a single missing dollar.

No business valuation expert. I would have had an expert come and tell us what these businesses are worth. You know, this is done routinely. There are folks with the letters behind their names who can look at the records and say, Here is what the marina worth. You didn't get to hear that.

No land appraisals. How hard would that have been? All of this wild speculation about what it is worth or not worth. How hard would it be to have an appraisal to say, you know, before they filled in the hole in the ground, it's worth X; afterwards, it if is worth Y. Nobody can testify as to the value of the dirt work that was done out there.

No Roger Roy. Not a single piece of paper to document the alleged joint venture. Not a single piece of paper to document this alleged promise.

How about this: No county official to talk about these issues about the parking and the permitting was required and what's not. They scared you to death with it. If you don't do something, we'll lose it all. If we can't park, we can't operate. They are operating today. Not a single person came to tell you what the real regulations are, and what the real consequences would be if this didn't happen. Because we don't want to tell you the facts, we want to scare you. We want to scare you into action.

Not one regulatory person from OCRM or EPA or other agencies that were discussed. How hard would that had have been to come in and talk about what is actually required to operate that marina? I would rather scare you.

Folks, I'm going to sit down. I made one promise to you from the beginning, and that is my team would not waste your precious time. I hope we have upheld that promise. Before I sit down, I don't get to talk. Mr. Player gets to get up and tell you why I'm wrong, and you won't get to hear from me again. What I'm asking you is every one of your votes back there counts. Do not bend. Be an oak for Tim Kettner. If it's your opinion that that man did nothing wrong -- and I submit and beg to you that should be your opinion -- do not bend in that opinion.

If it's your opinion that there was no promise made, then that is your opinion. Do not bend in that opinion. You be the oak back there. If it's your opinion that there was no joint venture, do not bend in that opinion. Be the oak for Tim Kettner.

Thank you for your time.

MR. PLAYER: I'll try to be brief. I can't assume that you are on my side, and I can't believe that you don't believe whatever that was. Quite frankly, I'm not sure where they've been for two weeks.

This is Tim Kettner's Exhibit 51. His exhibit. Let's read -- let me shift the screen. Didn't steal, right? Big drama of you are a thief, you are a liar. Guess what they said? They said he's a thief. It is their exhibit, okay. $40,000 reimbursement to Tim Kettner. This is his explanation. 43,000 Kiser buy-in. About two grand worth of explanation. Right here at the bottom, Kim Kettner reimbursed $14,954 more than total. He stole $15,000. He's actually asking you to give him money. This is their exhibit. It is not mine.

When he was on direct, he asked you for this check. These are the jet skis he bought. Once again, this is his explanation. Document: Defense 013197, and Defense 985 through 987 explain why this is a TnW debt that he is entitled to be reimbursed for, okay? Let's go look. This is 987 through 989. I think it is up top. There it is, right here. I'll blow it up. This is the problem, ladies and gentlemen. Tim says the check he wrote on behalf of his company for $19,000 is our debt.

Is there a receipt? The only thing here is a check.

Now, we get to see the famous dome books. Let's look at the dome books. That is 3197. There it is, 3197. This is his accounting. This is proof, his handwritten scribbles on this sheet of paper. I think I scrolled past the 19. There it is right there. Right there. That is all we have. He is asking you to give him $19,000 after he admitted to stealing 15, and he doesn't have a receipt for this. And we are the evil ones that brought this lawsuit and accused this saint of stealing?

I dismissed it because this is what I brought to prove my case, and you are going to get it. All 40 exhibits. This is what they show up with at trial. That is just receipt after receipt that is not tied to anything. It would have taken two weeks to go through that crap. And, quite frankly, this case is about the existence of our business. It is not about 50 or $60,000 that we would have to spend three weeks going through this chicken scratch to prove that he stole. We did it so we're not here for another month, not because he didn't steal.

Their own exhibits said he took $15,000 he wasn't supposed to. They both said something more than once: Pay attention to what you didn't see. Pay attention to what you didn't hear, because sometimes the evidence that isn't presented speaks more than the evidence that is. Where is Donny? Where's Rob? We said they harassed our customers, ran them off the docks. They came up -- Rob came up and said these are our docks. That is undisputed, because they didn't have the courage to get in that seat and tell you their story and defend themselves.

Seems to me when someone accuses you of something, you might want to take the stand and defend yourself, unless you got something to worry about. So what would they have to worry about? Donny was going to have to answer why he sued his father for fraud. And remember what Tim said? I'm sure he had a good reason to sue me for fraud. Well, I wanted to hear what that reason was, but we didn't get that chance.

Cutting down signs, cutting down our cameras so we couldn't film them vandalizing our equipment. Threatening people on the jet skis. The incognito infiltrator, Rob. Remember Rob and his tractor chains? Sorry, I'll get it. (Video played). They are trying to pull 10,000 gallons of gas with a chain. But they are not harassing us? Do you know what would have happened if he actually had the brains to pull it off? It probably would have exploded. But we're the bad guys because we filed the lawsuit, even though they sued us first?

Who did you hear testimony about who loved to threaten you with lawyers? He did it to Doc, remember? Tim shows up and says, I own it. You get off. Fight me with a lawyer. He knew Doc can't fight him with a lawyer.

We went to try to resolve this. Tim says, Lawyer up. And they want to make it look like we are responsible for you being here? It is utterly ridiculous. I'm sorry, I get fired up sometimes.

No denial that they operated on the marina. No denial that they let us use the parking lot. They put signs up. No denial that they used two slips of ours while we were engaging in the joint venture.

We get to the important stuff. They did not deny that Donny stood in the window laughing and filming while Wade Long was arrested for calling 911. There is no denial of that. That is who they are.

Finally, you heard Geoff Hopkins say when they called him to a meeting at their restaurant, they bodied-up on the banker. They are trying to physically intimidate him. No one denied that. No one. That is who they are.

One more thing with this. This is something you haven't seen, but I think it speaks volumes. Here we go. This is Exhibit 14. This is the mortgage for TNT. When you get a mortgage, you have a property description. The property descriptions within a deed have requirements. They can't be recorded unless they have a derivation. Each deed is chained to the next through derivation. The deed says this is the property description. That is what is up at top. You -- this is Doc's piece of property. And the derivation says, How did they get titled, right?

This being identical property conveyed to TNT and More by deed of Willie S. Smith, dated September 21, 2009. When was it recorded? September 24, 2017. Two months before the loan. The dock has been built. The parking lot has been built. The deal is made. They have applied for the loan, and then he records the deed. Why? You don't have derivation unless it is recorded. So everybody -- all this blame on my clients. Tim was hiding it. He was holding the deed for eight years. So when Rob bought in, he doesn't know who owns the property except for what Tim told him. When Chris buys in -- well, that was May of '18.

So now Wade getting into this deal, he didn't know that TNT owned that property, which is why he put his dispenser on it and why he thought he could operate, because Tim was hiding it the entire time. Michael and we were operating illegally. The only testimony about fines came from Justine. One fine for $500. This idea that we're out there running a crack house is just utterly fantastical. The bank told you if they had not been given assurances that Tim had to ability to bind TNT, that would loan would have never happened. It was a $1.1 million loan.

No problems until we showed up? That's not what the documents say. The permit for the docks says it is Crab Catchers. They need it. The loan documents says Crab Catchers can't survive unless they get the parking lot, which we built them and gave them. And Ronnie says there is no evidence of how much it cost. I just read you the test message where Tim Kettner said 71 grand. I don't know what they are talking about.

Talked about the stinky fish. Listen to the law. If you are a member of a corporation, you always have a fiduciary duty to your members. You have a duty of loyalty. Just because they do something to make you mad, unless your shares are taken, you have to act in good faith. You have to act in the best interest of the corporation or the LLC.

So this idea that because we said we're taking the business over because we think you are stealing money, he can do whatever he wanted, is ludicrous, and the judge will charge you with such. The 150 buyout. That is not what it was. It was 150 for each. That is 300, and take us off the loan, which was owed about $900,000. So about 1.2. That is what they went to him for. The reason they were doing that, Wade was trying to save his fish-selling business to Crab Catchers.

As for the witnesses that weren't called, you know what, everybody can call witnesses. Wade sat right here for two-and-a-quarter days and answered their questions over and over and over again. We got Justine for an hour; Tim for two. What they said? You know, Justine says we lied to the bank, Tim didn't have the power to do it. But then she signs the guarantee? Okay.

The four claims. We have breach of the contract of a joint venture. And, again, they keep trying to confuse you. We have sued them for breach of an agreement to act in a joint venture. They breached that agreement and severed it forever when they sued us in 2020 to evict us from the land. That was the end of the joint venture.

They make a point: We're still operating, but only by the graces of this Court. I have showed it to the witnesses. There are orders from this Court -- a consent order where we all agree we're not going to mess with each other. We'll keep them the way they were before the lawsuit, which means we can access the parking lot, and they can access the docks.

From the evidence, they have fought us on the parking lot every step of the way. They keep saying, Why didn't we check the box for a joint venture? Because they killed it in 2020 when they said we couldn't be on their land. We are not in a joint venture right now. We're under an injunction that ends the moment you walk back in here with a verdict. When you come in here with a verdict, as I told you when I came up here first, you can't give us land. You can't give us property rights. All you can do is give us is money damages. When you do that, the injunction that allows us to operate will fall to the hands of Judge Hyman, and he will do what he will do in his wisdom. But that is not a concern for you.

The breach of the joint venture agreement is kicking us off the land. I know Michael says we can continue, but nobody testified that in this trial; and, quite frankly, we have no idea what he is talking about. The rule is we have to have 150 feet of upland frontage that is connected to our property. All of the surrounding property is owned by TNT. They knew it. That is why I said it was a con from the get-go. They knew they could pull the rug out from under us any time they wanted to, and that is what they did, and that is what we're trying to stop.

But as I said, I don't have the power to do that, so we'll ask you for the value of the land and the business that is there, because under the way it is now, unless the judge steps in and changes things, we're out, and we don't have a permit to operate a marina. We have a big dock that we can't rent or sell gas from.

What is it worth? As I said up here, the first time, they have 1.4 million of their money in it. At the very minimum, that the value. Chris is a real estate broker. He deals with this stuff, and he told you the value of the marina itself, when we are able to operate, when we have access to the frontage, is 3 million dollars. If we don't get access to the land, it's worthless. That's 3 million dollars in damages that we're asking. That does not include the operation of the business.

I'll admit, that evidence is a little scarce, but if you want to buckle up, I think the evidence supports that. We would like to see $3.5 million for the loss of the business.

Harassment, economic interference. It is real simple. The only thing is Eric Rolf. He said he didn't renew because of the harassment of them, so we lost '23 and '24, and it was $10,000 every month for two years. That is $240,000. That is what we are asking for in the economic interference, tortious interference.

The promissory estoppel is -- the damages for us are the same, because what you are doing is you're going to say you can have injunctive relief, or you can have money. It is the same money. It is the same value of the marina, which we think is three-and-a-half million dollars.

When it comes to Tim, it is up to you. Tim did this. Tim caused this. Tim was behind it every step of the way. Whether or not it was intentional from the get-go, or whether or not he just decided to screw over Wade and Chris, he's the one that did this. He is the one that put the parties in the position, and he was the one in charge of both businesses, so all of this screaming about not getting it in writing, that is all Tim Kettner. He controlled both corporations, folks. Pretty easy to reach an agreement when all you have to do is agree with yourself.

So why didn't he put it in writing? So he could lawyer up and bully people around. And I've got it here, the text messages, and you'll see it. I think it is 38 or 39, when they all decided how Wade is getting out of the business. Without talking to Wade. Why would they do that? If they have absolutely no interest in the marina, why are they getting Wade out? They are getting Wade out so they can take it. That's what they did. That's what this is about.

As a matter of fact, Mr. Kettner filed an action to dissolve the company and sell all of the assets. How much you want to bet who the bigger bidder is when that happens? Right.

Tim Kettner, you can put it all on him, but what we ask is that at least put a third so we don't have to pay him, and he can't profit from what he's done and the mess he's made. Because whatever you award us on the promissory estoppel or breach of contract claim for the loss of the business, we have to give a third to him. So we want you to assess at least a third of those damages against him so he doesn't get money from the disaster that he caused.

So if you go back there and say we're only owed a million, then hit Tim with 300. If you give us 3 million, hit him for a million. Don't let him get money from this. That would be the greatest injustice of them all.

It's been a long two weeks. I'm going to leave you with this. My wife said I had to be careful -- I'm not sure why -- but I listen to her. Tim said something in his deposition that stood out to me and speaks a lot about what this case is. He said promises don't mean nothing unless it's on paper. That's a lawyer move. That is when lawyers control things. They are dancing with regulations, sheet of paper, you have to document everything. That might be the reality. It's not full the law. The law will still -- under the right conditions, and the judge will charge you -- say you have to live up to your word.

Their defense is, essentially, the Animal House defense, okay. Let me explain. In Animal House, the cool Animal House guys get the young geek Animal House guy to get his parents' car to go out with a date for girls. He said you can't get a scratch on it. If you have seen the movie, they did more than put a scratch on it. When they have to tell the guy they destroyed his father's car, they put his arm around him and said, you know what, you screwed up, you trusted us, and then we screwed you. That's their defense.

Wade lives in a world where you take a man by his word. That is the world that I thought we lived in at some point, when you have to keep your promises, you have to live up to your word, and a man's handshake is enough to bind. Not in Tim's world. Tim likes the lawyer world. I don't like the lawyer world, but that's your choice.

Do you want to live in a world where you have to document every single thing or risk getting screwed, or do you want to live in a world where a man has to live up to what he says? He has to live up to his word and live up to his promises, and your verdict in that room will speak to one of those worlds. My hope is that you would rather live in Wade's world, because I think that is a better world.

Thank you all.

THE COURT: Ladies and gentlemen, it is 1:30. What I'm going to do is take a short lunch. I'm going to ask you to be back here at 2:30. I know that is short. I'll charge you on the law at that point, and you'll be given an opportunity to begin deliberating.

It is 1:30. Be back here as quickly as you can. Reminder: Don't discuss anything that you've heard, anything in closing, until I tell you.

Thank you.

(The jury exits at 1:32 p.m., and the following is heard out of the presence of the jury.)

THE COURT: I got your stuff. I don't know why I need to charge the jury on what an easement is?

MR. BELLAMY: Permissive use. That means license. That is Michael's argument, and I wasn't in it for all of the testimony, but I think that is what he argued in closing.

MR. HARRISON: License is pled in the affirmative defenses, Your Honor.

MR. PLAYER: I think it is equitable. That comes down to your decision. Once they fashion the legal remedies, if there is an equitable remedy to be -- I mean, I guess if they are arguing towards the intent of a formation of a contract, I think that is fine. But it just seems like they are not making the decision as to property rights.

THE COURT: What is your thoughts on that?

MR. HARRISON: The jury can make a decision on property rights? I mean, unless I'm completely insane, that is exactly what they are asking.

MR. PLAYER: No. I'm asking him for that.

MR. HARRISON: But you are asking the jury to weigh on the facts to support what he would do with that.

MR. PLAYER: But I don't know what they are.

MR. HARRISON: That is the whole thing. I mean, if we are going to talk about what the promise was, it can be any number of things. It could be that it was permissive use, and if the jury is not aware that permissive use is a potential promise at issue here, then I think that's polling from a jury what we have pled as a defense.

THE COURT: But this charge, it talks about adverse use, prescriptive easements.

MR. BELLAMY: I gave a couple of examples. It was hard. Licenses probably is the best thing. I think it's looked at as permissive easement, but basically what a license is, as Your Honor knows, you give someone to hunt on your property and use your property, and under certain conditions, if they violate the conditions, you have the right to revoke the license. That's what I think.

MR. HARRISON: I think that is what is at issue here, Judge. If what we say is true, then we should have the right to revoke it, and I think the jury should know we can revoke permissive use, if they find it was in play.

THE COURT: Well, there is -- as far as this -- this is in South Carolina Juris Prudence. It is a part under distinguish from other rights, and I don't want to go into all of the different --

MR. HARRISON: No. No. No. That is not what we're asking.

THE COURT: But it says here the license is merely an authority or power to do some act granted by one party to another, and its effect is to make lawful an act that might otherwise -- okay -- unlike an easement, a license does not convey an interest in land. Unless coupled with some other interest or otherwise expressly agreed, a license is revocable at the will of the licensor. For example, permission to hunt on another's land or cut down another's timber can be characterized as a license.

At least one South Carolina -- I wouldn't say that about the cases. I couldn't say on that, but the statement between the easement and the license is sometimes blurred, because that is in the....

MR. PLAYER: That's fine.

THE COURT: As far as the verdict form, kind of get started on that, and I want us to get going.

MR. BELLAMY: You have charge of unclean hands, don't you?

THE COURT: You haven't provided one, but there is one in the bench book.

MR. PLAYER: What now?

MR. HARRISON: Unclean hands.

THE COURT: I pull up unclean hands. Let's get to the verdict. The headway we made is as far as special interrogatory, first one, was: Do you, the jury, find that a joint venturer existed? If yes or if no, continue to Number 3. If yes, who do you find were the members of that joint venture?

MR. MONGILLO: Yes, Your Honor. I've typed it up, if you want me to e-mail it?

THE COURT: That would be great. I type like a chicken peck.

MR. MONGILLO: If you want to keep going, I'll try to follow along.

THE COURT: You know, the two special interrogatories are so different that I'm looking for more guidance of what you all want. These are you all's interrogatories, not mine.

MR. RICHTER: From there: Do you find that by clear and convincing evidence that a clear and unambiguous promise was made between TNT and TnW, yes or no?

We ask for the next one, if it was yes, to write down the promise that was made.

MR. PLAYER: Your Honor, you know, asking them to write what this promise is -- I just don't think it is proper, and you are just asking for a nightmare because you have 12 people that have to agree on the exact language to be written.

MR. HARRISON: We have to know what the promise is to know if it was broken. That is like saying, well, don't talk about the contract, just say breach.

THE COURT: As far as the special interrogatory, having them write out something is not the norm. Most special interrogatories I've used was yes or no questions, true and false, that kind of thing.

MR. PLAYER: Yes, Your Honor. That's what I think.

THE COURT: Not dictate terms that was never dictated before.

MR. RICHTER: But it is the central issue in this case, because this is a little unique because of the claims. There is a number of different promises they could write down based upon the evidence, most of which would not entitle the plaintiff to any relief. It is the plaintiffs' burden to prove what the promise was, what they claim it to have been. There is lots of places they can land, which is not that promise.

MR. HARRISON: Which is why the license of permissive use is so important. It could have been those things, and those things could be revoked. If it was a license and it was revoked, then there is no damages flowing from that.

MR. PLAYER: Your Honor, you are charging them on the law.

THE COURT: You are also, you know, putting words in their mouth by using the term "license," I mean, if that's the case. There, obviously, has not been no written license or agreement. So as far as that goes, I mean, I understand your all's argument that you revoked permissive use, but if they say they were promised to be able to use it, we can't infer that that promise was just a license.

MR. HARRISON: But we have to know whether it was or wasn't. Was it just a license or was it something more? If it is something more, we need to know that. If it was simply a license, we can revoke it. That is our whole argument, Judge.

MR. PLAYER: And if they are charged on it, they can make that decision in the jury room.

THE COURT: I'm going to charge them license. It is just a matter of we're talking about special interrogatories.

MR. PLAYER: The only thing I argued is to use the parking lot to keep our permit. I don't know why they think there is all this evidence in the record that there is another promise.

MR. HARRISON: That's not what I said.

MR. RICHTER: The pleading doesn't say that.

MR. PLAYER: The pleadings don't matter at this point. It is what has been presented to the jury.

MR. HARRISON: Pleadings do matter.

MR. PLAYER: I'll provide the Court with a case. I just dealt with this on two appeals. Once the evidence is put in front of the jury, the pleadings no longer matter.

THE COURT: What is in the pleadings is not fact, anyway. That being said -- we have to get moving because I still have to type this up -- in regards to special interrogatories, what else do you want to know?

MR. RICHTER: I'll move on to what else we want to know. It was advanced to this jury that the promise was that we would develop that property together, and there is evidence about that. We were going to do ice cream shops and all of this other stuff. That theory is more than we-were-just-going-to-share-the-parking-lot.

THE COURT: I think part of that theory is that the parking lot would be developed as well. I know you say it is just this marina part, and your theory is, well, it's that, but also the parking lot.

MR. PLAYER: Parking lot was consideration for the ability to use the --

MR. HARRISON: It was our parking lot.

THE COURT: It wasn't a parking lot. I looked at Google Maps. It definitely wasn't a parking lot in '17.

MR. HARRISON: But we owned it.

THE COURT: Right. Right.

MR. RICHTER: The number one piece of evidence is that credit memo. It says through it, Here is the plan, we'll develop this together, ice cream shops, everything. That has been the evidence they have been pushing about here is how we know it was a promise. It says nothing about it is for the purpose of sharing a parking lot.

THE COURT: I thought it said in a credit memo about expansion of the parking lot?

MR. RICHTER: It says in the credit memo that the restaurant needs the parking lot to survive.

MR. PLAYER: Which they both denied in their closings.

MR. MONGILLO: I e-mailed everyone the special verdict form and the first two questions we agreed.

MR. BELLAMY: I just sent you the unclean hands.

THE COURT: Mr. Mongillo, I got yours.

Howell, I don't have yours again, but it may be coming through.

MR. BELLAMY: Okay.

MR. HARRISON: I think the bench book on the unclean hands --

MR. BELLAMY: It does.

I've been having problems with this computer.

MR. RICHTER: Let's try to get through the verdict forms. Judge, with that question aside, our next question asked the Court to ask the jury that if there was a promise, did it involve a transfer of interest of real property, yes or no? Because that goes directly to the statute of frauds. If they say the promise was to transfer real property, then it's a statute of frauds issue.

The next one is: If your answer to the

question is yes, could the promise have been completed within one year of the time it was made, yes or no?

THE COURT: You are not pleading any form that would -- that the jury give you the property. I mean, you are not asking the Court. I mean it sounds, at most, you would ask for an easement?

MR. PLAYER: Correct.

MR. RICHTER: The question is: In the promise, whether it was breached or not -- they say the promise was we're going to recombine all of these properties, and so does the promise contain a promise that involves a transfer of real property, yes or no?

We're literally going to do that and make the property something different that is yours, mine, together. That is a transfer of real property. That has been the whole case.

MR. MONGILLO: This is our statute of frauds defense, and those questions have been in that since the pretrial brief. Because if it does involve a transfer of property, you have to have a written agreement for it or statute of frauds, and the testimony is this would take years and years to complete. So if it takes over one year to complete, it has to be a written agreement, and that is a statute of frauds offense, and you are charging it, and it's one of our main.

MR. PLAYER: Partial performance takes it out of the statute of frauds.

MR. HARRISON: That is not true. Even if partial performance existed, I don't think it takes it out of the issue. You are talking about the transfer of land.

MR. PLAYER: I'm not asking for a transfer of land.

MR. HARRISON: Even for an easement, that is written, too. The laws of State of South Carolina require that, too, to be written.

MR. PLAYER: All of that is -- this Court hears in equity after they come back with their legal verdict.

THE COURT: Yeah, I mean, if we start talking about statute of frauds for the jury, I think we'll send them down the road that they don't have really any business going to.

MR. PLAYER: It is purely a legal issue in equity.

MR. MONGILLO: But that's why it's on there, so you can find the fact, Your Honor. If they come back and say it could have been done within one year, you don't have to look at the statute of frauds. So that is why those two special interrogatories are so the finder of fact --

THE COURT: Again, what could have been done in one year? I mean, the parking lot was done within one year.

MR. MONGILLO: Right. So you go to the credit memorandum, and it says ice cream shop and all of this, and the testimony from the stand is it would take longer --

THE COURT: Are you asking for specific performance of an ice cream shop?

MR. PLAYER: No. The delineation -- I understand the statute of frauds, and the way -- and what I've asked for in this trial -- is what I think -- I mean, I hate to say I will stipulate that it is over one year, but we're asking for something in perpetuity. So, yes, it is more than one year.

So what I did -- much to the dissatisfaction of my clients -- everything passed what they drew the plans for, whatever Nick Nye drew the plans for that we took steps towards completing, that is partial performance.

The restaurant was too far down the road. It was just an idea. They never took a step. To me, the partial performance is the operations for three years and the loan. The loan was only for the first phase. That is what the testimony is. The first phase was the ice cream shop, but I'm not asking -- what we're going to ask from the Court is permission to use that piece of land to possibly build an ice cream shop through the easement.

But, again, I don't know what the Court is -- that's at the end with equity. What we're asking them for is -- they promised us we were going to be able to operate based on what the 1.1 loan was for, and that is what we lose and want a value on it.

MR. HARRISON: Judge, that is what they're really talking about. If you give them an easement on our property, you are going to allow them in perpetuity to do whatever they want without any kind of compensation, and without a written agreement, and with nothing to prevent them from building condos, which we know is what Mr. Kiser does for a living.

MR. PLAYER: It is a .6 acre piece of property.

MR. HARRISON: What they have built has been in violation. I mean, we have to have some control, even with an easement. We know -- the facts in this case say that whatever -- whatever the promise was, whatever they are allowed to do, they broke the law when they did it here, and now they are asking for an easement to do it again and leave us with no --

MR. PLAYER: There is no evidence of that. The only thing was a $500 fine. The reason that they have permits outstanding is because they are waiting for the determination of this case to see if we have the upland frontage. If we do, all of our permits are granted, and we will be in full compliance with the law. But they are all waiting for this.

And the easement that, quite frankly, what I'll ask the Court for is an easement across their land for the sole purpose of being able to maintain the marina permit. We don't even want to use the parking lot. We just want to keep our stuff where it is, be able to access it, and be able to claim whatever we need to claim to keep our marina permit. That's it.

MR. HARRISON: Judge, that's the first time I heard that.

MR. PLAYER: We haven't gotten to that point of the case.

MR. MONGILLO: In our pretrial, statute of frauds, South Carolina Code 32-3-10, agreements required to be in writing, signed, and states in Section 5: To charge any person upon any agreement that is not to be performed within the space of one year from the making thereof; unless their agreement upon which such action shall be brought or some memorandum or note thereof shall be in writing and signed by the party to be charged therewith or some person thereunto by him lawfully authorized.

So this is our defense, along with Section 4 of that Code 32-3-10, Section 4, about the sale or contract for land has to be in writing, and that is why we have it on the special interrogatory form, so the jury can determine could it -- that should go to the jury. Can this promise be completed within a year? If they say yes, then there is no issue. If they say no, it is a matter of law for you. So they make the factual determination on what the promise was and how long it would take.

MR. PLAYER: I believe I gave an interrogatory that said: Did the promise deal with the transfer of property?

MR. MONGILLO: You did.

MR. PLAYER: I don't have a problem with their statute of frauds question if it is a year. I think it obvious, but I don't have a problem with those questions being on it.

MR. HARRISON: I think it is fair both ways.

MR. MONGILLO: We agree on the transfer of interest of real property.

MR. PLAYER: And that is for you, Your Honor. If they say no, then your equitable decision is pretty easy.

MR. BELLAMY: One thing I would like to talk about is that they never built the ticket office, harbor master's office, the retail store. Have they abandoned that, you know, the right to do that?

MR. MONGILLO: That is the whole issue. That is that for the jury to decide.

MR. RICHTER: Can we finish the verdict form?

MR. PLAYER: Ronnie is hungry.

MR. RICHTER: We're at the point.

THE COURT: Hang on. Let me -- what I have now for special interrogatories is: Was a joint venture created by the parties, yes or no? If no, please go to Number 3. If, yes -- Howell, if you send me one more e-mail -- if you find a joint venture was created -- okay. Three: Do you find by a clear and convincing evidence an unambiguous promise was made between TNT and More and TnW and More, LLC, yes or no? If you answered no to the question above, please go to the next question. If yes, please write the exact promise that was made.

MR. MONGILLO: That's right. And then the next page starts our two questions on statute of frauds.

THE COURT: If your answer is yes, does the promise involve the transfer of interest in real property, yes or no?

And then the last one is: If your answer to the question above was yes, would the promise to be completed within one year of time that it was made, yes or no?

MR. PLAYER: Works for me.

THE COURT: As far as special interrogatories.

As far as verdict, Mr. Player, I was more inclined to accept your verdict form. The "if any benefit conferred," that kind of thing -- I'm not charging the word "benefit." What we're charging is "damages." And I think if you start that, it's really confusing jurors when your verdict forms don't match up with the words used in your jury charges.

MR. PLAYER: The only thing I took out was their verdict form on accounting, because I didn't -- my understanding of accounting is that it had to be done before the issues go to the jury, and it is not for a recovery of money. But I just didn't -- not that they can't claim it. They pled it and asked for it. I just don't think it is called "an accounting." Maybe "owed distribution" or something along those lines. I just took it out because I didn't understand. It was called an accounting -- accounting, to me, is "show me where the money is," and then there is something else to say "and give me my money."

MR. MONGILLO: So you're talking about No. 4 in our verdict sheet that says, Tim Kettner's claim for an accounting against plaintiffs; instead of using "accounting," you want just "claims against plaintiffs"?

MR. PLAYER: Or --

MR. MONGILLO: The end is he's entitled reimbursement for advances he made for TnW.

MR. PLAYER: Yeah, I mean, that I think is clearly in there. I just didn't think calling it an "accounting" was....

MR. MONGILLO: I can edit it and send it to you.

THE COURT: Let's go through --

MR. HARRISON: Is it the accounting that was --

MR. PLAYER: There is an action for an accounting, and every time I brought this, I bring the case up, and the case law is if you file for an accounting, the accounting -- this is how I get out of it -- jury rosters, I'm like, Your Honor, they filed for an accounting, that has to be done first. The judges always hate me, but I know that is the law. I was just saying change it so we don't --

THE COURT: What about the actual verdict form? Again, Mr. Player, yours says: On plaintiffs' claim for breach of fiduciary duty against defendant Tim Kettner, we, the jury, find for -- plaintiff or defendant Tim Kettner. If you find for plaintiff, list the amount of damages to be awarded to plaintiff, actual punitive -- and it says, "if any," to punitives.

As to B, it says: On plaintiffs' claim for economic interference against defendants, we, the jury, find for -- plaintiffs or defendants. It says: If you find for plaintiffs, please place a checkmark for which defendant engaged in economic interference against the plaintiffs, list the amount of damages to be assigned to each defendant. And, again, it is TNT and More and Timothy Kettner.

MR. RICHTER: Your Honor, I don't know that punitive damages is proper in that cause of action. Certainly in fiduciary duty, I don't know that --

THE COURT: I have to pull up the cause of action. Do you know if there is punitive damages as to economic interference?

MR. PLAYER: I believe so. I believe it is in tort rather than contract, but if it is in tort, we can get punitive.

MR. RICHTER: I'll verify that when we take a break.

THE COURT: As to C on plaintiff's claim of breach of a joint venture agreement against the defendants, we, the jury, find for -- plaintiffs or defendants.

MR. PLAYER: I didn't put punitives on that -- oh, I did? That should be taken out. I'm sorry. I apologize.

THE COURT: Here is the problem: I don't have yours in Word, only in pdf.

MR. MONGILLO: I can do those 3A through C.

THE COURT: That would be fantastic, because I'm going to put together the jury charge.

MR. MONGILLO: I want to be specific, Your Honor. A through C, take out the punitive damage on the contract. The nuisance in D is gone. Can we put back in our -- for our accounting in D?

THE COURT: Yes.

If you can do that. I don't have a printer. If you will, e-mail it.

MR. PLAYER: Send it to Brittany and she can print it.

THE COURT: I'm going to get throat lozenger and two bottles of water to read them.

See you back here soon.

(A lunch recess was taken.)

MR. MONGILLO: Did you get version three?

THE COURT: I did make some of the changes you already made. If you want to look at the verdict form?

MR. BELLAMY: That looks good.

MR. HARRISON: Do you want to make sure your words are on there?

THE COURT AND LAWYERS

MR. PLAYER: I thought we took out the "write down the exact promise"?

THE COURT: I thought we kept that.

MR. PLAYER: Okay.

MR. HARRISON: Everybody good?

MR. PLAYER: Yes.

THE COURT: Thank you.

And, Mr. Bellamy, I did add unclean hands, mutual mistake.

MR. BELLAMY: Thank you, Your Honor. So Mr. Harrison won't yell at me something down the street.

THE COURT: I can assure you, I don't think it is something like that that will hold this jury up. I think it's going to be the same question that everyone has been asking.

MR. PLAYER: What about scheduling? Looks like no way we are going to finish the charge before 4:00.

THE COURT: I think it will be quicker.

MR. PLAYER: Are you going to dismiss for pizza or send them home?

THE COURT: I mean, if we are going to be here later -- I don't think the charge will take as long as you think. I mean, it is long. I've got a southern drawl, but I can get a lot of words in at once.

MR. HARRISON: If they do not finish, what is the expectation for the Court and the clients tomorrow?

THE COURT: If they don't reach a verdict, we'll be back here tomorrow. What I generally do, after finishing charging, send them out in the hallway, give you guys a chance to object or request any additional stuff. That way, we don't send them all the way back there. But given our extensive charge conferences, we will have that. That is generally what I do.

(A discussion was had off the record.)

(The jury enters at 2:40 p.m., and the following is heard in the presence of the jury.)

THE COURT: Sorry. We had to give you a great short lunch, but I wanted to get you back here to read all of these exciting things. I say that jokingly, but where we are is I'm going to charge you on what the law is. If you are confused by something that I say, you can certainly ask your foreman, and I can come back and recharge the charge on certain aspects, if you have any questions.

A lot of times, people remember things differently. I do want you to pay attention. I wish there was an exciting way I can do this, maybe PowerPoint presentation or something. But, unfortunately, we're not allowed to do that. So the way I charge the law, I read to you what the law is.

But I want to remind you that during the trial, you and I have certain duties to perform. As a trial judge, it is my duty and my responsibility to preside over the trial of the case, and I also have the duty to rule on the admissibility of evidence. You are only to consider the evidence that has been brought before you. I know there has been discussions about things that maybe weren't brought in front of you. You are not to consider that, because that is not evidence, because it hadn't been presented to you. It has not been deemed admissible by myself.

You are to consider only the testimony presented from the witness stand, and any exhibits made a part of the record in this case or that have been stipulated by counsel. As you can see, there is books and binders and everything. Obviously, none of that stuff -- not all of that stuff has been shown to you, but it has been stipulated to be in evidence.

I also have the additional duty to charge you on the law applicable to this case. It is your duty, as jurors, to accept and apply the law as I now state it to you. If you think you have any idea as to what the law is or what the law ought to be, and it does not agree with what I tell you the law is, you have to forget that idea, because you are sworn to accept and apply the law exactly as I state it to you.

In every case tried in this court before a jury, the jury becomes the sole and exclusive finders of fact. A trial judge cannot comment or make any statement about the facts of the case, since you are the sole judge of the facts.

Do not think by anything I've said during the trial that I have any opinion about the facts in this case. The law does not allow me to have an opinion, and I don't have one. If you have seen me make a face or do anything that indicated that I may have some kind of feelings, disregard it. I may have been holding back a sneeze or something.

I also want to charge you next on the preponderance of the evidence. You've heard the attorneys talk about that, and the burden of proof is by a preponderance of the evidence. The preponderance of the evidence simply means the greater weight of the evidence. It is evidence by which, as a whole, shows the facts sought to be true is more likely true than not true.

This can be illustrated by imagining scales. When this case began, the scales are even. After all of the evidence has been presented, if the scales remain even, or if they tip even slightly to the defendant, then the plaintiff has failed to meet the burden of proof and would not be entitled to recover in this case.

If, on the other hand, the scales tip slightly in favor of the plaintiff, the plaintiff would have met the burden of proof, and you should return a verdict for the plaintiff. The preponderance of the evidence is not determined by the number of witnesses. Instead, it must be determined by the greater weight of all of the evidence.

I next charge you on clear and convincing evidence. Clear and convincing evidence is the degree of proof which will give you a firm belief as to the facts sought to be proved. This is more than a mere preponderance of the evidence, but less than that of beyond a reasonable doubt.

I next charge you on direct and circumstantial evidence. There are two types of evidence generally presented during the trial, and those are direct evidence and circumstantial evidence. Direct evidence is the testimony of the person who claims to have actual knowledge of a fact, such as an eyewitness. It is evidence which immediately establishes the main fact to be proved.

Circumstantial evidence is proof of a chain of facts and circumstances indicating the existence of a fact. It is evidence which immediately establishes collateral facts from which the main fact may be inferred. Circumstantial evidence is based on inference, and not on personal knowledge or observation. It is proof that does not actually establish the fact in question, but that asserts or describes something else from which you may either reasonably infer the truth of the fact, or at least reasonably infer in the increase of the probability the fact is true.

For circumstantial evidence to be sufficient to warrant the finding of a fact, the circumstances must lead to that fact with reasonable certainty.

The facts and circumstances should be considered in the light of ordinary experience and common sense. The existence of a fact cannot be based on speculation, surmise, or conjecture. The law makes absolutely no distinction between the weight or value to be given to either direct or circumstantial evidence, nor is a greater degree of certainty required of circumstantial evidence than that of direct evidence.

I next charge you on credibility of witnesses. You must determine the creditability of witnesses who have testified in this case. Credibility simply means believability. It becomes your duty as jurors to evaluate the evidence and determine which evidence convinces you that it is true.

In determining the believability of witness who have testified in this case, you may believe one witness over several witnesses, or several witnesses over one witness. You may believe a part of the testimony of a witness, and reject the remaining part of the testimony of that same witness. You may believe the testimony of a witness in its entirety, or reject the testimony of a witness in its entirety. You may consider whether the witness has an interest in the result of the trial, whether the witness is prejudiced towards the defendant or the plaintiff, the opportunity for the witness to have seen the matters and things about which the witness may testify, and the way the witness acts on the witness stand.

Now, during this trial you heard the term "deposition." I charge you that deposition testimony is testimony by way of deposition of a witness taken outside of the courtroom. That witness may or may not appear before you, but the deposition was taken in a manner prescribed by law, and you will consider the testimony from the deposition just as if the witness were here upon the stand testifying.

You take this deposition testimony in connection with all of the other testimony, and you assess the credibility of the witness from anything that is in the record that will aid you in doing so. You can consider the deposition evidence, along with the testimony of the witnesses who have appeared in person, and you determine from all of the evidence in the case, whether by witnesses present or by depositions, or whether by exhibits in the case, what the truth of this controversy is according to the facts as you find them to be and the applicable law that I give to you.

I've said this multiple times, but you must not consider as evidence any statement the counsel made during the trial. Any statements made by lawyers do not constitute evidence. Rather, they are articulating the position and contention of the clients. This rule applies to the opening statements as well as the closing statements.

I next charge you on the term of "license." A license is merely an authority or power to do some act granted by one party to another. Its effect is to make lawful an act that might otherwise be unlawful. Unlike an easement, a license does not convey an interest in land. Unless coupled with some other interest or otherwise expressly agreed, a license is revocable at the will of the licensor. For example, permission to hunt on another's land or cut down another's timber can be characterized as a license. Our courts recognize that the distinction between an easement and a license is sometimes blurred.

I next charge you on "agency." Agency is a consensual fiduciary relationship whereby a person -- the agent -- acts on behalf of the other -- the principal -- subject to the principal's control, in such a manner as to effect the legal relationship of the principal of third parties. Agency is a fiduciary relationship which results from the manifestation of consent by one person to another to be subjected to the control of the other and to act on its behalf.

In other words, an agent is one appointed by a principal as his representative and to whom the principal confides the management of some business to be transacted in the principal's name, or its account, or who brings about or effects the legal relationships between the principal and third parties.

An agreement may result in the creation of an agency relationship, although the parties did not call it an agency and did not intend the consequences of the relationship to follow.

Sorry I'm getting dry mouth.

I next charge you on the test to determine agency. The test to determine agency is whether the purported principal has the right to control the conduct of his alleged agent. A party asserting agency is the basis of liability, must prove the existence of the agency by the greater weight of the evidence, and the agency must be clearly established by the facts.

Agency may not be established solely by the declaration and conduct of the alleged agent, but such declarations and conduct are evidence which you may consider in connection with other evidence that may establish the alleged agency.

Agency may be proof by circumstantial evidence showing the course of dealing between the two parties.

I next charge you as to apparent authority. The relationship of agency need not depend upon expressed appointment by the alleged principal and acceptance by the purported agent. Agency may be implied from the words and conduct of the parties and the circumstances of the particular case. Agency may be implied or inferred and may be circumstantially proved by the conduct of the purported agent exhibiting any pretense of authority with the knowledge of the alleged principal. This is referred to as "apparent authority."

The doctrine of apparent authority focuses on the principal's manifestation to a third party that the agent has certain authority. Apparent authority means that a principal is bound by the acts of its agent when the principal has placed the agent in such a position that persons of ordinary prudence, reasonable knowledge, business uses, and customs are led to believe that the agent has certain authority, and they, in turn, deal with the agent based on assumption.

The concept of apparent authority depends upon manifestations by the principal to a third party, and the reasonable belief by the third party that the agent is authorized to bind the principal. Apparent authority can do an act as created as to a third party by written or spoken words, or any other conduct of the principal which reasonably interpreted, causes the third party to believe the purported principal consents to have the act done on his belief by the alleged agent. Either the principal must intend to cause the third person to believe the alleged agent is authorized to act for the principal, or the principal should realize his conduct is likely to create such a belief.

In order to establish apparent authority, a party must prove all of the following elements by the greater weight of the evidence:

One, the purported principal has represented another to be his agent by either affirmative conduct or conscious and voluntary action.

Two, the third party reasonably relied upon the representation of agency.

And, three, the third part detrimentally changed his or her position on reliance of the representation of the agent.

In the principal and agent relationship, apparent authority is considered to be a power on which a principal holds his agent out as possessing or permits him to exercise under such circumstances as to preclude a denial of his existence.

When a principal, by any such act or conduct, has knowingly caused or permitted another to appear -- to be his agent, either generally or for a particular purpose, he will be estopped to deny such agency, the injury of the third person, who have in good faith and in the exercise of reasonable and being prudent dealt with the agent on the faith of such appearances.

The apparent authority of an agent results from conduct or other manifestations of the principal's consent, whereby third persons are justified in believing the agent is acting within his authority.

A true agency relationship may be established by showing evidence of apparent authority, even when the parties have entered into an agreement to the contrary.

I next charge you as to ratification. Ratification is the expressed or implied adoption of an act or contract performed or entered into, in one's belief by another, who at the time assumed to act as a person's agent. Ratification consists of the following elements:

One, acceptance by the principal of the belief of the benefits of the agent's acts.

Two, full knowledge of the facts.

And, three, circumstances or an affirmative election indicating an intention to adopt the unauthorized arrangement.

The ratifying party must be shown to be no longer under those circumstances which led to the first agreement, and that he was aware that he is not bound by the original contract, but that he may be released from it, but that, nonetheless, he chooses deliberately, and without imposition, to ratify what he has first done.

No person is liable for the acts of another who assumes to represent him, unless he's expressly or impliedly made such other represented (sic), nor unless there is a later ratification by the principal can a person dealing with an agent hold the principal liable for any act or transaction of the agent not within the scope of his actual or apparent authority, and his warrant of authority is known to such persons.

I next charge you on the definition of a fiduciary duty. A fiduciary relationship is founded on the trust and confidence reposed by one person in the integrity and infidelity of another. A confidential or fiduciary relationship exists when one imposes a special confidence in another so that the latter, in equity and good conscious, is bound to act in good faith and with due regard to the interest of the one imposing the confidence.

To constitute a fiduciary relationship, the relationship must be more than a casual one. As a general rule, a fiduciary relationship cannot be established by the unilateral actions of one party. The other party must have actually accepted or induced confidence placed in him.

I next charge you that the parties in a fiduciary relationship must fully disclose to each other all known information that is significant and material.

I next charge you as to fiduciary duty, an agent competing with principal. When an employee engages in a business which necessarily renders him a competitor and a rival of his employer, no matter how much or how little time he may devote to it, he is deemed to have an interest which conflicts to his duty to his employer. Unless otherwise agreed, an agent is subject to a duty not to compete with the principal concerning the subject matter of his agency.

After the termination of his agency, and the absence of a restrictive agreement, an agent can properly compete with his principal as to matters for which he has been employed. Even before the termination of the agency, he is entitled to make arrangements to compete, except that he cannot properly use confidential information peculiar to his employer's business and acquired then. Before the end of his employment, he can properly purchase a rival business, and upon termination of employment, immediately compete. He is not, however, entitled to solicit customers for such rival businesses before the end of his employment, nor can he properly do other similar acts in direct competition with his employer's business.

A former agent cannot properly use in competition with the principal's information acquired from the principal by a breach of duty as an agent; thus, his use of information properly acquired is a breach of duty to a principal.

A former agent has a duty not only to refrain from competing with the principal by the unfair use of information, but also not use the information for the principal's disadvantage as where he sells it to a third person or gives it general circulation.

Under the laws of South Carolina, a corporate officer with discretionary authority shall discharge his duties as an officer in good faith with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he reasonably believes to be in the best interest of the corporation and its shareholders.

I next charge you on specific charges on damages as to fiduciary duty. One standing in a fiduciary relationship with another is subject to liability to the other for harm resulting from a breach of duty imposed by that relationship. In a breach of fiduciary duty case, the plaintiff is entitled to damages for harm caused by the breach of the fiduciary duty owed to him or her.

Damages in an action for breach of fiduciary duty are those proximately resulting from the wrongful conduct of the defendant.

I next charge you on the law of unclean hands. The defendant in this case has raised the defense of unclean hands. A defendant raising the defense of unclean hands must show that he was prejudiced by the plaintiff's conduct. That does not mean that the plaintiff had to lead a perfect life, but rather that the plaintiff must have acted equitably with regard to the transaction involved in the litigation.

The plaintiff's misconduct will not give rise to the unclean hands defense unless it is related to the transaction or occurrence at issue. The doctrine of unclean hands precludes the plaintiff from recovering in equity if he acted unfairly in a matter that is the subject of the litigation and prejudice to the defendant.

I next charge you on mutual mistake. In general, mutual mistake invalidates the formation of the contract and provides a means to avoid it. Thus, a contract may be avoided on the grounds of mutual mistake, a fact where the mistake is common to both parties and by reason of the mistake, each has done what neither had intended.

I next charge you as to promissory estoppel. Promissory estoppel means a promise was made on which the person making the promise should reasonably expect another person to rely in deciding to take action or not take action. If you find promissory estoppel, the promise must be enforced.

The elements of promissory estoppel are: Unambiguous promise; reasonable reliance on that promise by the person to whom the promise is made; the reliance was expected by the person making the promise; and the person to whom the promise was made sustained an injury by relying on the promise.

Unlike a contract, which requires a meeting of the minds and consideration, promissory estoppel looks at a promise, its subsequent effect on the promisee, and in certain cases bars the promisor from making an inconsistent disposition of the promise. Promissory estoppel requires by clear and convincing evidence a promise unambiguous in terms.

I next charge you as to a contract. A contract is an obligation which arises from actual agreements of the parties manifested by words, oral or written, or by conduct. A contract exists where there is an agreement between two parties -- excuse me, two or more parties -- upon sufficient consideration, either to do or not to do a particular act.

Stated another way: There must be an offer and an acceptance accompanied by valuable consideration.

In South Carolina, a contract may be in writing or it may be oral; that is, by word or mouth, or it may be a combination of these types of things. Some things may be in writing, and some things may be oral. For an agreement to be legally enforceable, the parties must manifest by way of an offer to enter an agreement by one party, and an acceptance of this offer by the other, an intention to enter a contract under terms which are completely understood by each party. This is sometimes referred to as "a meeting of the minds."

The meeting of the minds required to make a contract is not based on secret purpose or intention on the party or on the part of one of the parties stored away in his mind and not brought to the attention of the other parties, but must be based on purpose and intention, which has been made known or for all circumstances should be known.

If the agreement is manifested by words, the contract is said to be "expressed." If the agreement is manifested by conduct, it is said to be "implied." In either case, the parties must manifest a mutual intent to be bound. Without the actual agreement of the parties, there is no contract. An expressed contract, as well as an implied contract, rests on an actual agreement of the parties to be bound to a particular undertaking.

I next charge you where the language of the contract is ambiguous -- that is, it has more than one meaning -- you are permitted to consider the circumstances that surround the making of the contract to help you determine the real intention of the parties. You may not, however, use such circumstances to give the contract a meaning that is not apparent on its face. The paramount rule in interpreting contracts is to ascertain the intention of the parties, and then put these intentions into effect to arrive at a correct conclusion as to the intention of the parties.

It is proper that the contract be considered in the lack of surrounding circumstances. The parties' intention must -- in the first instance must be derived from the language of the contract. If the language is plain, unambiguous, and capable of holding one reasonable interpretation, no instruction is required and the contract's language determines the instrument's force and effect. The right of the parties to a contract must be measured by the contract which the parties themselves made.

The Court is not in the business of making a contract for a party. The intention of a contract is to be determined from the language. Language which is perfectly clear determines the full force and effect of the document. Words which admit of a more extensive or more restrictive signification must be taken in that sense which will best effectuate what is reasonable to suppose what was the real intention of the parties.

In determining the intent of the parties, you may not consider the undisclosed or secret intentions of the parties, but rather you must be guided by the parties' outward impressions. Where the contract has been put into writing, you should gather the intention and meeting of the parties primarily from the contents of the written document itself. Words cannot be read into a contract which import an intent wholly unexpressed when the contract was executed.

I next charge you as to what the test is for determining what the failure to render or offer performance is material. In determining whether a failure to render or to offer performance is material, the following circumstances are significant:

One, the extent to which the injured party will be deprived of the benefits which he reasonably expected.

Two, the extent to which the injured party can be adequately compensated by damages for the part of the benefit of which he will be deprived.

Three, the extent to which the party failing to perform or offer to perform will suffer forfeiture.

The next one, four, is the likelihood that the party failing to perform or to offer to perform will cure his failure, taking into account all of the circumstances, including any reasonable assurances.

And, five, the extent to which the behavior of the party failing to perform or to offer to perform comports with standards of good faith and fair dealing.

I next charge you as to contract ratification. Ratification is occurred upon the findings of these three elements: Acceptance by the principal of the benefit of the agent's acts.

Two, full knowledge of the facts.

And, three, circumstances or an affirmative action indicating the intention to adopt the unauthorized arrangements.

I next charge you as to damages for breach of contract. What damages are recoverable under a contract theory? The damages recoverable for a breach of contract are those which follow as a natural consequence of the breach of those damages which may reasonably be supposed to have been within the contemplation of the parties at the time the contract is entered into.

Generally, the damages to which one is entitled for breach of contracts are those which arise naturally from the breach or those which reasonably may be supposed to have been within the contemplation of the parties at the time the contract was entered into.

One who seeks to recover damages for breach of contract to which he was a party must show that the contract was performed on his part, or at least if he was at the appropriate time able, ready and willing to perform.

A party who has been injured by the breach of contract is entitled to recover the amount of the loss; that is to say, he's entitled so far as this can be done by a monetary reward to be placed in the same position he would have occupied if the contract had been performed.

Where two parties have made a contract, which one of them has broken, the damages which the other party ought to receive in respect to such breach of contact should be such as made fairly and reasonably to be considered to arise naturally according to the usual course of things from the breach of contract itself, or such damages as may reasonably be supported -- or supposed to have been within the contemplation of the parties at the time they made it.

I next charge you as to lost profits. Profits have been defined as the net pecuniary gain from a transaction. The gross pecuniary gain has been diminished by the cost of obtaining it. Profits are the debt of income over expenditures during the given period. Profits refer to the gross proceeds of a business transaction, less the cost of the transactions.

Lost profits are recoverable in an action for breach of contract. First, the profits must have been prevented or lost as a natural consequence of the breach of the contract. Second, lost profits must reasonably be supposed to have been within the contemplation of the parties at the time the contract was made as a probable result of a breach of contract.

When lost profits are contemplated as a measure of damages for breach of contract, they should be established with reasonable certainty since recovery cannot be had for profits which are conjectural or speculative.

While proof with mathematical certainty is not required, the amount of damages cannot be left to conjecture, guess, or speculation. There must be a certain standard or fixed method by which the loss may be estimated with a fair degree of accuracy.

In every contract that exists, there is an unspoken, but legally enforceable, promise of good faith and fair dealings. This unspoken promise is an implied covenant of good faith and fair dealing. However, there is no breach of an implied covenant of good faith where a party to a contract has done what provisions of the contract expressly gave him the right to do.

I next charge you as to tortious interference with contract. One who intentionally and improperly interferes with the performance of a contract between another and a third person, by inducing or otherwise causing the third person not to perform the contract, is subject to liability to the person for the pecuniary loss resulting to the other from the failure of the third person to perform the contract.

The theory of this doctrine is that the parties to a contract has as property right in the contract, which a third person has no more right maliciously to deprive them of or injure them than he would have to injure property. Such an injury without sufficient justification amounts to the tort for which the injured party may seek damages.

To establish an action for intentional inference with an existing contractual relationship, sometimes referred to as a tortious interference with an existing contractual relationship, the plaintiff must prove: One, the existence of a contract.

Two, the wrongdoer's knowledge of the contract.

Three, the intentional procurement of the contract's breach.

Four, the absence of justification.

Five, the resulting damages.

The rule presupposes the existence of a valid contract; that is, there must be a valid and enforceable contract for a cause of action for tortious interference with an existing contractual relationship.

Knowledge of the existence of a contract is a condition of liability for interference with it; therefore, defendant cannot be liable for interfering with a contract in which the defendant was not aware.

For a cause of action to arise, a breach must be intentionally procured. The plaintiff must prove that the outsider intentionally induced a third person not to perform his contract to the plaintiff. The essential element is the intent to cause the result. If the defendant does not have this intent, his conduct is not subject to liability.

The tort of intentional interference with a contractual relationship requires third party's interference in fact procured the breach complained of. The alleged act of interference must influence, induce, or coerce one of the parties to the contract to abandon the relationship or breach the contract. The plaintiff must show that, but for the interference, the contractual relationship would have continued. Regardless of the defendant's behavior, there must actually be a breach of the underlying contract before there can be any interference with an existing contractual relationship.

The absence of justification may be inferred. Interference where the contract is justified means it is motivated by a legitimate business purpose. The exercise in good faith and a legal right by a party to a contract forms no basis for an action by the second party for intentional interference with the contract, even though the consequences of the legal right by the first party is to cause a third party not to perform or contract with the second party.

One who intentionally causes the third party not to continue in existing contract, terminable at will, does not interfere improperly with the others relationship if the relationship concerns a matter involving in the competition between the actor and the other; the actor does not employ wrongful means; his actions do not create or continue an unlawful restraint of trade; his purposes is at least, in part, to advance his interest in competing with the other.

The fact that one is a competitor of another for the business of a third person does not prevent his causing a breach of an existing contract with the other from being an improper interference of the contract is not terminable at will. Generally, mere inducement of an employee to move to a competitor is not itself actionable where the employment is terminable at will.

An essential element of the tort of interference with a contractual relationship is that damages resulted from the breach. In an action for interference with a contract, the plaintiff may recover such damages sustained by him as a natural and proximate consequence of the interference. The measure of the damages include: Unforeseen expenses, damage to reputation, damage for loss of employees, damage for loss of customers, damage for loss of goodwill.

Where the damage is alleged for lost profits, the plaintiff must prove: One, that it is reasonably certain that profits would have been realized but for the tort; and, two, that such profits can be ascertained and measured from the evidence produced to a reasonable certainty.

Where the result of the interference has put the plaintiff out of business, his damages are the difference between the value of his business, and the absence of the interference, and the amount realized by the liquidation.

I next charge you as to tortious interference with contract for a prospective contract. A prospective contractual relation is something less than a contractual right, something more than a mere hope. In short, it is a reasonable probability that contractual relationships will be realized. The agreement must be a close certainty. Mere hope of a contract is insufficient.

To recover for intentional interference with prospective contractual relations, the plaintiff must prove: One, that the defendant intentionally interfered with the plaintiff's potential contractual relations.

Two, for an improper purpose, or by improper methods.

And, three, causing an injury to the plaintiff.

If the defendant acts for more than one purpose, his improper purpose must be predominate in order to create liability. Generally, there can be no finding of intentional interference with prospective contractual relations if there is no evidence to suggest any purpose or motive by the defendant, other than their proper pursuit of his own contractual rights with a third party.

A cause of action for intentional interference with prospective contractual relations usually stands following the loss of an identifiable contract or expectation. The aggrieved party must have been unsuccessful in acquiring an expected contract due to a third party's intention and wrongful actions.

The plaintiff must demonstrate that he had a truly prospective contract with a third party. One who intentionally and improperly interferes with another's prospective contractual relation is subject to liability to the other for the pecuniary harm resulting from the loss of the benefit of the relationship, whether the interference consists of inducing or otherwise causing a third person not to enter into or continue a prospective relation, or preventing the other from acquiring or continuing the prospective relationship.

We're getting close.

Ladies and gentlemen, next I charge you the law as to joint venture. A joint venture has been defined as an association of persons with the intent by way of an expressed or implied contract. The intent to engage in and carry out a single business venture for joint profit for which purpose they can combine their efforts, property, money, skills, and knowledge without creating -- without creating a partnership or corporation.

A joint venture is an agreement that there will be a community of interest among them as to the purpose of the undertaking, and that each participant will stand in the relationship -- stand in relation of principal, as well as agent, to each of the others with an equal right to control the means employed to effect the common purpose of the venture.

The mere sharing of an economic interest is not sufficient to form a joint venture. There must be some evidence that the parties participated and had control of the venture. Similarly, the assertion of a mutual and beneficial relationship without more is insufficient to establish an equal right and control of the venture.

In order to establish the existence of a joint venture, it is essential to establish that each party enjoys equal control, equal right to control conduct of the others regarding the common purpose. Generally, the fiduciary relationship between co-venturers ordinarily precludes one of them from purchasing or leasing property related to the enterprises either for himself or another in the absence of a full disclosure to his associate.

I charge you that the burden of proof to establish the relationship of a joint venturer is on the party who alleges the existence of the relationship.

I next charge you as to damages. The existence or amount of damages cannot be left to conjecture, guess, or speculation. However, proof of the amount of loss with an absolute or mathematical certainty is not required. Damages must be susceptible of ascertaining within a reasonable degree of certainty.

Ladies and gentlemen, in this case the plaintiff has sought punitive damages, so I'll charge you the law on punitive damages.

Punitive damages, also known as exemplary damages, are imposed as punishment. They are not intended to compensate. Punitive damages are allowed in the interest of society, in the nature of punishment, and as a warning and example to deter the wrongdoer and others to commit like offenses in the future. Moreover, they serve to vindicate a private right by requiring the wrongdoer to pay money to the injured party.

Punitive damages serve at least three important purposes: Punishment of the defendant's reckless, willful, wanton, or malicious conduct; deterrence of similar future conduct by the defendant or others; and compensation for the reckless or willful invasion of the plaintiff's private rights.

The paramount purpose for awarding punitive damages is not to compensate the plaintiff, but to punish and set an example for others.

What would justify an award of punitive damages? As you consider the issue of punitive damages, the highest burden of proof known to the civil law is applicable. It provides that in any civil action where punitive damages are claimed, the plaintiff has the burden of proving such damages by clear and convincing evidence.

Punitive damages can only be awarded where the plaintiff proves by clear and convincing evidence the defendant's actions were willful, wanton, malicious, or in reckless disregard to the plaintiff's rights.

A conscious failure to exercise due care constitutes willfulness. It is the present consciousness of wrongdoing that justifies the assessment of punitive damages against the wrongdoer. Punitive damages will be allowed even when the defendant does not realize he is invading the plaintiff's rights, so long as the act is committed in such a manner that a person of ordinary prudence would conclude it was done in the reckless disregard of the rights of another.

The plaintiff cannot recover punitive damages based on negligent conduct. Negligence is the doing of some act which a person of ordinary prudence would not have done under the similar circumstances or failure to do what a person of ordinary prudence would have done under similar circumstances. Mere negligence will not support a punitive damages award.

To recover punitive damages, the plaintiff must prove by clear and convincing evidence that the defendant's actions were willful, wanton, or reckless. The words reckless, willfulness, and wantonness are synonymous. The terms are used to describe a conscious failure to exercise and observe reasonable or due care. Recklessness is distinguished from negligence. Negligence is the failure to use due care. Negligence is carelessness. Negligence is failure by omission or commission to exercise due care.

Recklessness is a higher degree of culpability and responsibility. Recklessness signifies a conscious failure to exercise due care. Recklessness is a conscious indifference to the rights of the plaintiff or a reckless disregard of the rights of the plaintiff. Recklessness is an awareness of wrongful conduct and a continuation to act regardless of the consequences.

The test for determining whether a tort may be deemed reckless, willful, or wanton is whether it has been committed in such a manner and under certain circumstances that a person of ordinary reason or prudence would have been conscious of it as an invasion of the rights of the injured party.

Before you can award punitive damages, you must find the plaintiff is entitled to actual or nominal damages. There must be an award of actual or nominal damages for a verdict of punitive damages to be supported. This rule is premised on the fact that liability must be established before a plaintiff can seek punitive damages. Therefore, if you do not award actual or nominal damages, then you cannot award punitive damages. There is no formula or standard that can be used as a measure for assessing punitive damages.

However, factors relevant to your consideration of punitive damages are as follows: The character of the defendant's acts; the nature and the extent of the harm to the plaintiff which the defendant caused or intended to cause; the defendant's degree of culpability; the punishment that should be imposed; the duration of the conduct; defendant's awareness or concealment; the existence of similar past conduct; likelihood the award will deter the defendant or others from like conduct; whether the award is reasonably related to the harm likely to result from such conduct; and the defendant's wealth or ability to pay.

The financial conditions of a defendant is a factor you should consider in awarding punitive damages. However, there is no requirement that the defendant be a person of means before you are justified in awarding punitive damages. While the wealth of a defendant is a relevant factor in assessing punitive damages, it is not necessarily controlling. In other words, the financial worth of the defendant is a fact properly to be considered by you in determining the amount to be awarded as punitive damages, but evidence of net worth is not a prerequisite to punitive damages.

All right. Ladies and gentlemen, I have the verdict form here. There are multiple possibility verdicts on this. There is also something called "special interrogatories." I want you to understand that special interrogatories are not really your verdict as you would think of like guilty/not guilty, do you find for the plaintiff/defendant. That is not what special interrogatories are. They are to let the parties and the Court know the basis for your findings.

There are multiple questions that are interrogatories, and then you will reach the verdict section of your -- of this verdict form. The interrogatories that will be asked are, first: Was a joint venture created by any of the parties?

Two, if you find a joint venture was created, who were the parties in the joint venture?

If you found there was no joint venture, you move to Question No. 3, and that is: Do you find by clear and convincing evidence that a clear and unambiguous promise was made between TNT and More and TnW and More, LLC. If you do, you check "yes" on that, and then we are asking that you write down what promise was made.

The next question is -- if you answered yes, that there was a clear and unambiguous promise, the next question is: Did the promise involve the transfer of an interest in real property? If you answered "yes" to that, the next question is: Could the promise have been completed within one year of the time that it was made?

Those are the special interrogatories. After the special interrogatories, you go down to the verdict form. The first question on the verdict form is: On plaintiffs' claim for breach of fiduciary duty against defendant Timothy Kettner, we, the jury, find for -- and you check "plaintiff" or check the "defendant Tim Kettner."

If you find for the plaintiffs, you will have an opportunity there to list the amount of damages to be awarded to the plaintiffs. There is a spot there for actual damages, and there is a spot underneath that for punitive damages, if you find he is entitled to punitive damages.

As to the next question, plaintiffs' claim for economic interference against the defendants, we, the jury, find for -- one, the plaintiffs, or the defendants. If you have found for the plaintiffs, you go down further, and it says: Please place a checkmark next to which defendant engaged in economic interference.

At that point, you can check TNT and More, or check Mr. Kettner, or you can check both if you find that both engaged in interference.

Underneath each name, there is an actual damages, and a punitive damage.

On plaintiffs' claim for breach of a joint venture agreement against the defendants, we, the jury, find for -- plaintiff or defendant. If you find for the plaintiff, place a checkmark for which defendant breached the joint venture agreement.

Again there will be a place for TNT and More, and also a place for Timothy Kettner. As to those, if you found for the plaintiff, you check for TNT and More or Mr. Kettner, depending which defendant you believe breached the joint venture agreement.

Under each name there is a place for actual damages. There is not a place for punitive damages under that, because they are not entitled to that under that claim.

As to the last question, it deals with defendant Tim Kettner's claim against the plaintiff. It says: On defendant Tim Kettner's claim for claims against plaintiff TnW and More, LLC, do you find that the defendant Timothy Kettner is entitled to reimbursement for advances made to TnW and More? If you put "yes," there is a place to put down the amount of those reimbursements. If you checked "no," then you will skip to the next. After that, there is no further questions. The foreperson will sign it, and you notify the bailiff.

I will tell you that all 12 of you must agree on the verdict. Your verdict cannot be based on sympathy, can't be based on passion, prejudice, emotion, anything that is not in evidence in this case.

Mr. Foreman, when the jury agrees on the verdict, sign the bottom, let our bailiff know, knock on the door, and at that time we'll receive you back in the courtroom.

I ask that you now go back to the jury room. I'll get you to just stand in the hall for a minute. I have to take up a few matters with the attorneys to make sure there is no other charge that they would like for me to charge you or any objections to my charge.

But, again, do not start discussing it until you receive the verdict form and all of the evidence. What I'll do when it is appropriate, I'll have the bailiff inform you that you may begin deliberations.

So if you will just stand right outside, we'll probably be right back with you.

(The jury exits at 3:31 p.m., and the following is heard out of the presence of the jury.)

THE COURT: Any objections or additions to the jury charge?

MR. PLAYER: No, Your Honor.

THE COURT: Defense?

MR. HARRISON: I would ask just a clarification for -- you used "TNT" and "TnW" a lot. We used "Crab Catchers" and "marina." Can we get some clarification for the jurors so they don't screw it up, because we've all screwed it up in this courtroom?

THE COURT: Well, it does have it on the verdict form. I mean, it says "TNT and More doing business as Crab Catchers." It is in the caption. I think they probably understand who each are, but if you would like me to tell them that TNT and More is Crab Catchers, and TnW and More is plaintiff.

MR. HARRISON: I would like them to be crystal clear. These guys that have been litigating with me for three years, we've botched it many times in and out of the courtroom.

MR. PLAYER: That's fine.

MR. RICHTER: No exceptions to the charge.

MR. BELLAMY: I thought you were going to define unambiguous promise and --

THE COURT: I actually -- instead of doing that, I took the language out of there and put it in here (indicates). What do you want me to charge?

MR. BELLAMY: May I approach?
THE COURT: Ambiguous terms including the absence of any terms, conditions, timelines, or performance requirements?
MR. BELLAMY: Yeah. I have the case.
THE COURT: I understand it is in the case, but what does that add?
MR. BELLAMY: I think it gives a little more definition of what an unambiguous term is. I mean, it is a -- I think more clarification we can give them, the better.
MR. PLAYER: You know, that case is confined to the facts of that case, and it doesn't necessarily all applies here.
THE COURT: Yeah, I agree.
MR. BELLAMY: Well, Your Honor, I thought --
THE COURT: I literally did the exact thing that you -- I put promissory estoppel required by a clear and convincing evidence -- promise unambiguous in its terms.
MR. BELLAMY: And I wanted to define what unambiguous terms are.
THE COURT: You are defining what ambiguous terms are, and you're not -- I think my charge is sufficient.

THE COURT AND ATTORNEYS

MR. RICHTER: May I inquire of the Court what you intend to do with the alternates at this point?

THE COURT: What I like to do is put on the record that -- I generally like to release the alternates, but I like to have the parties agree that if, for some reason, someone was to fall off, we can proceed with less than 12.

MR. PLAYER: We agree with that. Just find out who is not voting for us, and I'll take care of it.

MR. RICHTER: We agree to go with 11.

THE COURT: Yeah. I mean, I won't do eight, but the loss of one. I never had one get bumped off yet. It's been during the trials, not in deliberations.

MR. PLAYER: Right.

MR. HARRISON: Fair enough, Judge. We'll agree.

THE COURT: Okay. You want to get with Natalie and go over the exhibits?

(The attorneys and court reporter agree on exhibits and all Exhibits were stipulated to as admitted. Jury deliberations begin at 3:39 p.m.)

THE COURT: We have a jury question. The last special interrogatories, could the promise have been completed one year within the time it was made. What is the ramification of our answer to the question? Why does our answer matter?

Signed by the jury foreman.

I think I just need to inform him it is a matter of law, but I don't want to go down a rabbit hole. We haven't charged that, and it is not before you.

Any objection to my explanation?

MR. RICHTER: No, sir.

MR. HARRISON: No, Your Honor.

MR. BELLAMY: No, Your Honor.

MR. PLAYER: No, Your Honor.

THE COURT: All right. Let's bring them in then, and I'll explain that, and we'll let them continue deliberating.

Here's the problem we have, our -- one of the problems -- our court reporter is off tomorrow, so we have somebody who can come in, and she's trying to work with Julie who is coming, but all of that being said, I don't normally keep jurors late, but I would like to keep them a little longer than I normally would, normally 5:00, 6:00, so we can keep the same court reporter.

MR. BELLAMY: So 7:30, 8:00?

THE COURT: Yeah, something like that.

MR. RICHTER: I ask the Court not to suggest that you are going to do anything one way or the other. It is just not a matter for their concern.

MR. BELLAMY: Just for our information only.

THE COURT: All right. That's what I'm going to do.

(Whereupon, the jury enters at 5:47 p.m., and the following is had in open court.)

THE COURT: I received your question, and this may not be the answer you are wanting, but that is for information purposes for the Court. It will deal with a matter of law that I have to take up, but it's not something for you to concern yourselves with. It's just simply giving us an answer.

If you will, retire to your jury room, and continue deliberating. Thank you.

(Whereupon, the jury exits the courtroom at 5:49 p.m., and deliberations continued.)

(Court's Exhibit 1 marked.)

THE COURT: I understand we have a verdict. As we are publishing the verdicts, would you like the special interrogatories read into the record from the clerk as well?

MR. HARRISON: Yes, Your Honor.

MR. BELLAMY: Yes, Your Honor.

THE COURT: I think they were using the restroom. Some were lined up, so we'll give them just a second.

MR. PLAYER: Your Honor, considering the special verdict form and interrogatories, can we deal with the aftermath and have ten days to file post-trial motions?

THE COURT: I think that is appropriate in this case.

MR. RICHTER: I think --

THE COURT: You don't want to go another couple of hours?

MR. PLAYER: No. My wife is at the hotel, and I haven't eaten.

MR. RICHTER: I want to remind the Court that the 15(b) is hanging out there, too. So if we can revisit that as well?

THE COURT: We may need to have motions from all parties as far as that -- well, we'll cross that bridge when we get to it.

Thank you. Do they appear to be ready?

(A brief pause in the proceedings.)

(The jury enters at 7:35 p.m., and the

following is heard in the presence of the jury.)

THE COURT: Back to the assigned seats for the last time.

Mr. Foreman, I understand you have reached a verdict; is that right?

FOREPERSON: That is correct, Your Honor.

THE COURT: You can all be seated.

Madam clerk.

(A brief pause in the proceedings.)

THE COURT: All right. You may publish the verdict.

THE CLERK: State of South Carolina, County of Horry, in the Court of Common Pleas, 15th Judicial Circuit, Civil Action 2021-CP-26-01512, Thomas Wade Long and Clyde Kiser, individually, and on behalf of TnW and More, LLC, versus Timothy Kettner, Donald Kettner, and TNT and More, Inc., d/b/a Crab Catchers on the Waterfront.

Was a joint venture created by any of the parties?

Yes.

If you find a joint venture was created, who were the parties in that joint venture?

TnW and More, LLC, TNT and More, Inc., d/b/a Crab Catchers on the Waterfront.

VERDICT

Do you find by clear and convincing evidence that a clear and unambiguous promise was made between TNT and More, Inc., and TnW and More, LLC?

Yes.

The promise was: Corporation between TNT and TnW through consolidation of debt via the loan, guarantee of the loan, shared use of all properties and facilities, including the docks, parking lot, recombination facilities -- recombination plat, and Crab Catchers' restroom and office space, and future economic benefit to all parties.

Did the promise involve the transfer of an interest in real property?

Yes.

Could the promise have been completed within one year of the time that it was made?

No.

On plaintiffs' claim for breach of fiduciary duty against Timothy Kettner, we, the jury, find for the plaintiff.

Actual damages: $50,000.

Punitive damages: $100,000.

On plaintiffs' claim for economic interference against defendant, we, the jury, find for the plaintiff.

TNT and More, Inc., in actual damages: $480,000.

In punitive damages: $480,000.

Timothy Kettner, actual damages: $120,000.

Punitive damages: $120,000.

On plaintiffs' claim for breach of the joint venture agreement against defendants, we, the jury, find for the plaintiffs.

TNT and More, Inc., actual damages: $3,100,000.

Tim Kettner: Zero dollars.

On Tim Kettner's claims against plaintiff TnW and More, LLC, do you find that defendant Tim Kettner is entitled to reimbursement for advances made to TnW and More, LLC?

No.

Signed foreperson, James T. McCanty.

Mr. Foreman, ladies and gentlemen of the jury, is this your verdict? If so, signify by raising your right hand.

Thank you.

THE COURT: Do the parties request individual polling of the jury?

MR. RICHTER: No, Your Honor.

MR. HARRISON: No, Your Honor.

MR. PLAYER: No, Your Honor. They can go home.

THE COURT: Ladies and gentlemen, I just want to thank you for your service. You all had two long weeks. I can sit here and sing your praises for an hour. I know how much you paid attention. I think that the detail in your answers to special interrogatories indicated how much attention you actually paid, and I certainly appreciate that. I know the parties appreciate your attention. I just want to, again, thank you for performing your civic duty in the manner you have.

You are free to leave. I told you multiple times you are not to discuss this with anyone else or anything like that, but now you can. If you want to go home and talk to your wife or spouse about this, you can. If the attorneys contact you at any point and talk to you about your verdict or case, you are not obligated to talk to them, but you certainly can.

Again, thank you so much, and you guys have a good rest of the evening, and enjoy tomorrow.

Thank you.

(The jury exits at 7:42 p.m., and the following is heard out of the presence of the jury.)

THE COURT: All right. Gentlemen, I would imagine there is going to be motions. I certainly understand that.

Mr. Player already suggested we have ten days. I think given this case and the amount of time it's taken us to try it, the amount of time to get the parties here, I think ten days is appropriate.

As far as your 15(b), if you don't mind putting that in a motion as well?

MR. PLAYER: This is on the dissolution?

THE COURT: That's correct.

MR. PLAYER: It looked like they didn't give us a third, so we'll owe Tim if we actually recover.

THE COURT: But that being said, we'll have ten days.

As far as responses to motions, I generally give ten days for responses, once we receive the motions as well, okay?

On a completely separate note, I know things get heated in trial, and I know everybody was obviously passionate about their stances in these claims --

MR. PLAYER: I would like to apologize to

Ronnie's binders.

THE COURT: I just want to say I certainly don't want to hold anything against anyone. In all honesty, I appreciate attorneys that are zealous and will go after what their clients are hoping for and defend their clients. So, again, I appreciate all of that. Thank you to everybody. I know this has been a tiresome week. I can't say that I look forward to seeing you again, but I look forward to getting those, and we'll do due diligence and go from there.

Thank you.

(Whereupon, the trial concluded.)

CERTIFICATE OF REPORTER

State of South Carolina)
County of Horry)

I, Natalie Dahl, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Horry County, South Carolina, on the 10th through 20th days of June, 2024.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

January 14, 2024

Natalie Dahl, RPR
____
Natalie Dahl
Registered Professional Reporter
State of South Carolina Official Court Reporter

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
COUNTY OF HORRY	)	**2021-CP-26-01512**
THOMAS WADE LONG AND CLYDE KISER, INDIVIDUALLY AND ON BEHALF OF TNW AND MORE, LLC, Plaintiffs, vs. TIMOTHY D. KETTNER, DONALD KETTNER AND TNT AND MORE, INC. D/B/A CRAB CATCHERS ON THE WATERFRONT, Defendants.	)	July 21, 2025 (Motion Hearing)

B E F O R E:

Honorable B. Alex Hyman
Horry County Courthouse
Horry, South Carolina

A P P E A R A N C E S:

Tucker S. Player, Esquire
Attorneys for Plaintiffs

Michael S. Harrison, Esquire
Howell V. Bellamy, III, Esquire
Ronald L. Richter, Jr., Esquire
Scott M. Mongillo, Esquire
Attorneys for Defendants

Kay H. Richardson
Circuit Court Reporter

I N D E X

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ON THE RECORD - 1:54 P.M.

THE COURT: Okay. I think we've got everybody present now. All right.

Mr. Richter, Mr. Mongillo, I don't know if you can see -- Mr. Harrison, let me get you to stand up and talk first, that way...

MR. HARRISON: Yes, Your Honor, may it please the Court.

MR. RICHTER: Yes, Your Honor; I can hear him fine.

THE COURT: Okay. And Tucker, let's make sure that he can hear you as well?

MR. PLAYER: I hope I don't break the camera.

MR. RICHTER: Unfortunately, I can hear Mr. Tucker.

THE COURT: All right. Okay.

With that being said, I think that we'll just go in order.

MR. PLAYER: Well, Your Honor, I think there's one -- I mean, there's a motion for a stay and status conference. I think that might need to be heard because it affects other matters that are out there.

THE COURT: All right.

MR. HARRISON: Judge, that particular motion was filed by myself, and it was a motion to stay the execution of the order. We don't have an order that's been signed from the trial. And we had asked for a status conference in that and

Your Honor granted us a status conference prior to ordering mediation. So, to be honest with you, Judge, I think that -- that's kind of moot given the motions that are before you today, because we do have the two JNOVs, one filed by Mr. Richter, one filed by me and Mr. Bellamy, and then the rules to show case. So, there will be a discussion about the stays with regards to the rules during those hearings, but as far as the stay itself, we were asking for a stay on the order at that time, and that has not occurred. So, I don't know that we need to take that up at all at this point, Your Honor.

THE COURT: Well, and I thought that that stay was initially -- you know, I know that y'all had tried to mediate this, I think, twice. I thought that it kind of was somewhat about that; is that correct?

MR. PLAYER: That was my understanding, Your Honor.

THE COURT: All right. So, do we need to be heard any fuller or any further, Mr. Player?

MR. PLAYER: No, Your Honor, and there was some mention, we were talking about the dissolution action filed by Mr. Richter.

THE COURT: Right.

MR. PLAYER: And I'd sent an email saying that we thought we were gonna set a short deadline for some discovery, so all parties can get any depositions. I know we both want to talk to the accountant, maybe set that for 90 days out, and at that point, I thought Michael had brought up the stay again because we also have the appellate issue on the TRO.

THE COURT: Right.

MR. PLAYER: So, I didn't know if there was anything still relevant in terms of what he was trying to stay.

THE COURT: Anything ---

MR. HARRISON: The items that I'm seeking to stay will be addressed in that -- in the JNOV. And then we'll ---

THE COURT: Okay. All right. So, am I correct we have two JNOVs and Plaintiff's motion for rule to show cause; is that correct?

MR. PLAYER: Yes, Your Honor.

THE COURT: All right.

MR. HARRISON: There are two separate motions. They filed a complaint for contempt, and they filed a recent rule to show cause, I believe it was in May; is that correct?

MR. PLAYER: Yes.

THE COURT: That was the plaintiff's rule to show cause that was filed May the 28th; is that correct?

MR. PLAYER: Yes, Your Honor.

THE COURT: All right. Okay.

MR. PLAYER: We intend to withdraw those without prejudice today.

THE COURT: Okay. Both of them?

MR. PLAYER: All rules to show cause.

THE COURT: Okay. All right. Well, that might make this a little quicker then.

So, Defendant's motion for JNOV, who wants to be heard first?

MR. HARRISON: I'll allow Mr. Richter to ---

THE COURT: Mr. Richter, I'm happy to hear you first. Let me see if I can get this turned up a little louder.

MR. RICHTER: May it please the Court, Your Honor, Ronnie Richter for Tim Kettner.

THE COURT: I'm trying to get the volume to go up. For some reason it's -- well, Mr. Richter, I can hear you. All right. Talk now and we'll see if that's working at all.

MR. RICHTER: May it please the Court, Your Honor, Ronnie Richter for Defendant Tim Kettner.

THE COURT: Yes, sir.

MR. RICHTER: Your Honor, first I do apologize again about not being there. It appears that maybe some emails were sent requesting that this be held live because of the contempt matters, and we were not parties to those communications. So, I would much have preferred to be there with you, but hopefully this will work out.

THE COURT: You'd have to see and listen to Mr. Player in live if you were here, so. I'm kidding.

MR. RICHTER: Your Honor, we also still have the matter of our 15(b) motion, which I understand is not before the

Court today. So, I guess we'll address that at some point in time, although we're anxious to have that matter heard as well.

THE COURT: I think what I -- what we may need to do is that was a motion that was made during trial. I probably just need to get with the scheduling clerk and have it actually put on a roster. I think because it was not a written order or written motion, it was -- and actually, I think he -- I don't remember if you did a written motion or not during the trial for that.

MR. PLAYER: We moved to amend the pleadings, I believe.

THE COURT: Is that what it was?

MR. MONGILLO: We filed a motion on June 10th of 2024 before or right before the trial I believe, Your Honor.

THE COURT: Okay. I'll get with Jennifer then and see about scheduling that. Okay?

All right. Mr. Richter, go ahead.

MR. RICHTER: Yes, sir, Your Honor. With regard to the verdict that was returned in this case, we respectfully request a judgment notwithstanding the verdict on several grounds. First and foremost, as the Court will recall kind of the centerpiece of this trial was what if any relationship existed between these parties as it pertained to a purported joint venture between TNT and TNW. And to that end, in the verdict form, the question was very specifically put to the jury whether they found that there was an oral agreement between the parties, and they did. They were asked to describe what that oral agreement consisted of, and they did. And they were separately asked to state whether or not the contract could be performed within the span of one year, and they found it could not. And Your Honor, this is central to our argument under the Statute of Frauds. There is two prongs to the Statute of Frauds that are in play here. One, that while an oral contract is enforceable in South Carolina, if it's a contract that pertains to the transfer of an interest in real property, it must be in writing. And then, two, if it's a contract that cannot be performed within the span of one year, it must be in writing and signed by the parties.

With regard to that first element, was this a contract pertaining to an interest in real property, there's no question that it was. Mr. Player would argue, and I think the record would support that part performance may be able to rescue a land contract from the application of the Statute of Frauds. We would still contend to Your Honor that whatever that agreement was, it's too big to be enforceable. You're giving all the benefit of the doubt to Mr. Player. You know, he would tell you that part performance would rescue this arrangement from the Statute of Frauds as it pertains to property. But Your Honor, I would urge you that that does not rescue from the Statute of Frauds a contract that cannot be performed within one year. The jury made that special finding. That negates the oral contract to form a joint venture. That is -- that is the fruit of the poisonous tree in this case for every other verdict that follows. If it has been contended and if a judgment has been awarded against Mr. Kettner for tortious interference, it's tortious interference with a joint venture that does not exist by law. If a verdict has been rendered against Mr. Kettner for breach of fiduciary duty, it's his breach of fiduciary duty as a participant in a joint venture, which by law does not exist. And so, on that ground primarily, we ask the Court to vacate the award in its entirety.

Now, going beyond that argument, looking at the individual verdicts returned against Mr. Kettner, first, the award of 3.1 million dollars is not supported by any credible evidence in the case. Your Honor will recall that number was positive by Mr. Kiser when he testified. He's -- no expert testimony was offered, no accounting testimony was offered as to an economic loss. And what the testimony said was, well, the property as it sits is worth nothing. You know, if we could do what we wanted to do, it would be worth 3.1 million. Well, Your Honor, it is not credible testimony that the property as it sits is worth nothing. And so to say you're gonna accept as a measure of damages, 3.1 million dollars, which presumes that the dirt that we're talking about has zero value, and allow the plaintiff to retain the dirt is inconsistent at best, it's double recovery. But again, it's a measure of damages that is not supported anywhere in the record.

As to the individual verdicts against Mr. Kettner, again we say they all failed because they all flow from this failed joint venture, which by law cannot exist. But to the extent that they do stand, minimally there must be an election between those remedies. You can't have each one of the verdicts. So, we'd urge you first, Your Honor, to vacate the entire award. We would tell you that if you're disinclined to do that, that you should vacate the award for 3.1 million dollars.

And as it pertains to Mr. Kettner and the individual judgments against him, you should direct that the plaintiff be forced to elect between those remedies.

MR. PLAYER: Your Honor, the 3.1 is not against Tim Kettner. I don't know what he's talking about. The 3.1 is against TNT alone. The only thing against Kettner is like 448 or something like that, or 348. He was not -- the big verdict was just TNT, and then there was a small -- 150 plus 240.

MR. BELLAMY: The fiduciary duty.

MR. PLAYER: 390, right. His was fiduciary duty for 390 and interference with the contract.

THE COURT: So, what was the total of Mr. Kettner's?

MR. PLAYER: 390.

THE COURT: All right. Mr. Richter, any response to that?

MR. RICHTER: No, I guess Mr. Player is saying I lack standing to make that argument. If that's his position and the Court agrees, then I'll defer the same argument I would imagine would be made by other counsel in the case.

THE COURT: Let me allow Mr. Player if he's got anything else to add to that. It seems to me as if Mr. Kettner's JNOV motion, while he is a differing defendant, it does kind of bleed over into the motion that would be I'm assuming made by TNT and More, doing business as Crab Catchers. But let me hear Mr. Player, if there's any other response as to Timothy Kettner alone.

MR. PLAYER: Your Honor, as you know, this was fully briefed. The Court made its decision, asked me to submit a proposed order, which I did. At the first status conference after the verdict, I believe the Court said it made it -- it didn't need any more argument, that it actually modified my order, and we asked you to hold up on filing it. My recollection of that hearing was there -- there was no objection to the proposed order that I sent to the Court. So -- but I understand they have the right to put it on record. Today, I don't have any objection to that. I didn't hear anything new, so I would stand by the two -- my brief and the proposed order that I've submitted to the Court. So, I'm not just restating what's already in the record.

THE COURT: Okay. All right. With that being said, let me go ahead and hear from TNT and More as well. Like I said, those two motions, while they're differing parties, they do tend to kind of bleed into each other.

MR. HARRISON: Judge, just addressing what was just discussed, we most certainly objected to that order. That was what I discussed before with regards to the motion and for a status conference and motion to stay execution of the order. So, we did in fact object to the signature of this Court on the order submitted by Mr. Player both informally and formally on both on our feet and through our filings. So, just to clarify that, Judge, there was definitely an objection made to that order.

To, the Court's comment and to Mr. Richter's comments earlier, there is definitely some overlap between Mr. Richter's arguments and our arguments, although there are some nuances that are different. And again, we're speaking to different sets of damages as Mr. Player pointed out, there's a finding of damages against Mr. Kettner separately and apart from TNT, and we will address the problems with both in our JNOV, and to the extent that the arguments are overlapping, we would adopt those as our arguments as well.

Judge, I am going to allow my co-counsel here to lead off on the -- our motion for JNOV, and then I will have hopefully a brief wrap up at the end of Mr. Bellamy's argument.

THE COURT: Okay.

All right, Mr. Bellamy?

MR. BELLAMY: Your Honor, I've handed up 10 exhibits, Exhibits 1 through 10, and I've handed a copy to Mr. Player for his review and consideration.

Your Honor, the first thing I'd like to do -- Your Honor, is it all right if I sit down?

THE COURT: That's fine, yeah.

MR. BELLAMY: The first thing I'd like to do is bring the Court's attention to the second amended verified complaint, which was prepared by Ms. Henrietta Golding. At that time, she was representing Thomas Wade Long, Clyde Kiser individually and on behalf of TNT and More, LLC, and TNW and More, LLC, Plaintiffs in this action. And this is civil action number 2021-CP-26-01512.

And, Your Honor, this is marked for the record as Defendant's Exhibit Number 1. The first cause of action is for promissory estoppel. Your Honor, what I want to do is I want to go to the second page and go specifically -- I'd direct the Court's attention to paragraph 5. And I want to quote, In 2016, Plaintiff Wade and the defendant, Timothy Kettner, found the LLC in order to enter into a joint venture with the Defendant Inc. The joint venture created by the

Plaintiff LLC and Defendant Inc. was the development and operation of business activities on the real properties owned by the corporate parties for which the corporate parties combined their respective real properties for the operation of a watersports rentals, ice cream shop, fishing charters, and other related business activities.

Your Honor, we represent what's in paragraph 5, that is what the joint venture is. They're going to basically form a marina, and that has watersport rentals, including jet skis, along with an ice cream shop, fishing charters, and other related business activities.

The next thing I want to bring Your Honor's attention to is, Defense Exhibit Number 4, this is the Form 4. And this is basically the order that was issued regarding the jury's verdict, as far as the jury's finding regarding the special interrogatories and as far as their verdict. The order information I want to point out is, right here it says that we find by clear and convincing evidence that the LLC and TNT and More, doing business as Crab Catchers on the Waterfront -- excuse me -- by clear and convincing evidence that an unambiguous promise was made between TNT and More, Inc. and TNW and More, LLC. The promise was the cooperation between TNT and TNW through the consolidation of the debt, via the loan, guarantee of the loan, shared use of the -- all properties and facilities including the docks, parking lot, recombination plat, Crab Catcher's restrooms, and open space -- excuse me -- Crab Catcher's restrooms, and all properties and facilities including the docks, parking lot, recombination plat made -- okay -- Crab Catcher's restrooms and office space and future economic benefit to all parties. And the reason I wanted to highlight that is is that when you review the order that was prepared by Mr. Player, a couple of things I want to focus on. I want to first -- it doesn't have the pages numbered, but directly what I'm looking at is the proposed order, it's marked as Defendant's Exhibit 2, for this hearing, and if you flip to Page 3, Your Honor, he indicates that the joint venture was the use of the parking lot by TNW in exchange for the use of two boat slips in the marina by TNT for its customers. We respectfully disagree with that. The joint venture is essentially stated that TNT and TNW and Donnie Kettner individually, and Tim Kettner individually, basically entered into to form a -- I would say a common interest, a joint enterprise for the purpose of building a marina, which was known as Little River -- doing business as Little River Watersports. And for the purpose of obviously making profits regarding jet ski rentals, ice cream shop, the fishing charters, fuel sales, and other related business activities. So, Ms. Golding, obviously when she pled this back in -- this would be her second amended complaint on July 6, 2022, she specifically indicated that the joint venture, obviously delt with both TNT and TNW and individual members being able to -- as far as this business venture, they were gonna earn profits, and obviously they would be responsible for losses. And she indicated as a joint venture and clearly one of the things Your Honor knows is as a joint venture, that each party of the joint venture has a right of equal control of the common interests of what the business enterprise is. Each partner -- well, I would say -- not partner -- strike that. Each joint venturer has a right to equal control of what a joint venture is. In this particular case, TNT would have the right to equally control the dock, they would have the right as far as management and administration, they would have the right to equally control as far as any lease agreements that were entered into between the -- as far as between TNW and any of the boat captains or any rentals regarding the jet skis, and obviously they would have a right to share in the profits and division of profits as well as the losses. In this particular case, if you read the proposed order, Mr. Player is basically saying essentially that there was not a sharing in the profits based upon the joint venture agreement, and there was not a share in the equal control where TNT had no right to control as far as the administration and management dealing with the marina. Also, dealing with the jet ski rentals, dealing with the fishing charter rentals, and the boat, and as far as dealing with the sale of fuel and other business-related activities. The other thing that he says is that the joint venture was never to combine the businesses, to control the businesses jointly or to allow either business to assert control over the core functions of the other business. Obviously, we disagree with that. We don't believe that the testimony that was presented by Mr. Long, as far as Tim Kettner, as far as Chris Kiser, and including their deposition testimony, it clearly indicated that basically, essentially that -- let me back up for a second. As far as -- let me back up. The other thing I wanted to point out to -- the testimony was -- another thing I wanted to add, bullet point number 3 -- let me back up for the record, Your Honor. If you go to the third page, three bullet points, you've got the first two bullet points, the three bullet points that I'm concerned with for the record, the joint venture was the use of the parking lot by TNT in exchange for the use of the boat slips in the marina for TNT for its customers. The bullet point -- the other bullet point, this joint venture was never to combine the businesses, to control the businesses jointly, or to allow either business to assert control over the core functions of the other business. And then the third bullet point was the testimony was clear that both businesses operate in accordance with this joint venture agreement for three years. Then indicated that the -- one of the other bullet points, it states that TNT used and continues to use the boat slips in the marina. That is not true.

Your Honor, what Mr. Player is basically saying is is the joint venture was essentially the parking lot in the loan agreement. That's not what Ms. Golding pled in her second amended complaint. She clearly indicated that the joint venture was a combination of the business interests by TNT, TNW, and TNT's individual members for the purpose of seeking profit. The profit was to be derived from leasing and on jet ski rentals. She indicated the operation of watersport rentals, the ice cream shop, the fishing charters, and fuel sales. And it's undisputed, based upon Wade Long's testimony, and the testimony of the accountant that TNT never received any profits from the -- as far as the jet skis, as far as dealing with the fuel sales, as far as, you know, the lease agreements between the boat captains, received no profit. And also in -- it's also important to note that -- it's also important to note that when -- and I've got the deposition testimony of Mr. Long, but he also indicated that they never -- that TNT didn't have the right to exercise any control over the operations of the marina, regarding its management, regarding its use. And clearly, Ms. Golding is saying that the joint venture obviously -- she indicated it was joint venture, not a partnership, and indicated that -- and the hallmark of a joint venture, Your Honor, is and let me -- the point I want to make out is if you go to -- what I'm gonna read is Defense Exhibit 9, this is the jury charge for elements of a joint venture. And Your Honor, I think you specifically charged this to the jury. It says, a joint venture or an enterprise is a special combination of two or more persons wherein some specific venture of profit is jointly sought without any actual partnership or corporate designation. It goes on to say that the parties must have a common purpose. The joint interest in the object of the enterprise as well as equal right, express/implied, to direct, control conduct of each of the respective enterprises.

If you flip to the second page regarding the jury charge for a joint venture, it states that in order to establish the existence of a joint venture, it is essential to establish that each party enjoys equal right to control the conduct of the other regarding their common purpose.

And then the last point I want to argue is that -- I want to read from the jury charge with relevance to joint venture. It says specifically the fiduciary relationship between the co-joint ventures ordinarily precludes one of them from purchasing or leasing property related to the enterprise, either for themselves or for another in the absence of a full disclosure to ---

Your Honor, in the -- going back to Defense Exhibit 2, which is the proposed order, TNW clearly admits that TNT did not have a right to exercise joint control over the alleged joint venture that's pled by Henrietta Golding. TNT -- TNW also argues that clearly that there was not any sharing of profits between the businesses. And that basically -- TNT basically ran a restaurant business and TNW ran the marina. And basically, they operated separately and that TNT was not entitled to any sharing of profits regarding the operation of the marina as set forth regarding the rentals, fuel sales, lease agreements between the boat captains and other related business matters.

The other thing which I think is clearly inconsistent with -- as far as what they pled. And Your Honor, the point I want to make is, regarding the second amended complaint, this was -- this was Ms. Golding, and clearly she's arguing there's a joint venture. And it was never amended at trial to indicate that the joint venture only dealt with the parking lot, it only dealt with the loan agreement. There's no motion that was filed pursuant to Rule 15 changing the allegations of the complaint to indicate that the joint venture did not represent as far as profits, you know, as far as TNT being able to, you know, partake in the venture profits or losses regarding the marina. And it also, you know, did not -- as far as, he didn't amend it to indicate that TNT would have no right to exercise joint control over the -- as far as the marina property. He would've needed to do that in order to amend Ms. Golding's second amended verified complaint, which he didn't file a motion to amend. So, the point I'm trying to make is the second amended complaint is essentially -- it represents -- it mentions on the part of TNW, unless specifically altered or amended, which did not occur at trial. So, the way that -- as far as the scope of a joint venture, what the joint venture concerned, obviously it was pled by Ms. Golding, and it was not amended at trial. So, Your Honor, the scope of the joint venture agreement and what it concerned is based upon the second amended complaint filed by Ms. Golding on July 6th of 2022.

And for example, this is what -- and we go over -- it says, the proposed order says TNT's motion for JNOV. The defendant, TNT, provided a list of 17 points to summarize their argument in support. In the first one, TNW and TNT did not share profits. At trial, the defendants argued that TNW never made a profit. They seek dismissal for the failure to TNT to share those nonexistent profits. This could not be the law as it would require a profit before any relationship can be deemed a joint venture.

Your Honor, our position is is that the joint venture included, as defined by the -- as defined by the common law, a joint venture is whenever two people enter into a venture business enterprise for profit. If you go back and read Mr. Long's -- his deposition excerpt, he clearly indicated in 2020 in his deposition that -- or at least he argued that the accountant indicated in her deposition -- hold on one second -- Kim Bryant -- what I'm looking at, Your Honor, is Defense Exhibit 6, which is the excerpt from Kim Bryant's deposition that was dated July 28, 2023. She indicated in 2020 that a profit was made by TNT -- I mean, excuse me -- by TNW operating a marina business. She also indicated that at the time that neither Wade Long, Chris Kiser, Tim Kettner, and any other of the people that are alleged to be a part of the joint venture. He never indicated to her that they had entered into a joint venture relationship. She also indicated and testified in her -- in her deposition excerpts that there was never a partnership return, which is Form 1065, was never issued with respect to this alleged joint venture that occurred between TNT and TNW. She also testified that a K-1 was never issued to the individual members or the association members of the alleged joint venture stating what profit or losses or deductions or credit they were entitled to so they could file a joint return. So, specifically what I'm saying is from 2017 up until 2022, as he -- Ms. Bryant was the personal accountant and was also the corporate accountant for TNW, TNT, and Tim Kiser individually, Wade Long individually, Tim Kettner individually, Donnie Kettner individually. And at no time did she ever indicate, did they ever discuss with her that they wanted her to file, you know, a partnership return, 1065 return, regarding the alleged joint venture between TNT and TNW. That never occurred. And, Your Honor, I've included -- I've marked this as far as a defendant's exhibit so Your Honor can review this. These are excerpts of Kim Bryant's deposition. And Your Honor, I'd ask ---

MR. PLAYER: That has nothing to do with this motion whatsoever.

MR. BELLAMY: Well, it does have something to do with the motion, Your Honor, because of what the allegations he's making in the proposed order. For example, she indicates there are no tax filings associated with the joint venture. The Court is aware of any testimony that such tax filings were required, but she testified, Your Honor, if you're a joint venture, you have to file 1065 form, partnership form as a joint venture, and you have to issue K-1s to the -- so that the individual members can file their personal returns. And the K-1 would indicate, one, whether there were -- as far as whether there were profits or losses, deductions, credits, interest, all that. And she indicated that a tax return had to be filed for a joint venture and a partnership. And specifically, I want to point out that as far as -- I'm not handing it as Exhibit 8, it says tax aspects. A joint venture is created as a partnership for federal tax purposes, and it cites IRC Section 761, Subsection A. Then he's arguing in the order that there are no tax filings associated with a joint venture, that's what we're arguing, and he says the Court is unaware of any testimony that such filings were required. Well, she's an accountant and she testified in ---

MR. PLAYER: Your Honor, in a deposition. She testified at trial; she didn't say that at trial.

THE COURT: That's what I'm wondering. I mean, the deposition, was it included in ---

MR. PLAYER: No.

THE COURT: Did it go back to the jury?

MR. BELLAMY: Yeah, it was included the record, Judge.

MR. HARRISON: Yes, it was, Your Honor. The deposition was entered in.

MR. BELLAMY: This is part of the record.

THE COURT: All right.

MR. BELLAMY: The point I'm trying to make is is that she clearly indicated -- give me one second, Your Honor. Your Honor, what I'm referring to is Page 11 of 19. These are the deposition excerpts. And, you know, and this is Page 11 of 19, and it says right here at the top, Question: Have you ever been instructed by anyone to get an EIN number, employment identification number, any of the parties in this case for a joint venture? No.

THE COURT: Let me ask you this, Mr. Bellamy.

MR. BELLAMY: Yes.

THE COURT: The jury made a finding that there was a joint venture. I understand that this is the accountant, and she says she doesn't know about the joint venture or if there was an EIN or if there was a K-1 filed or anything like that. I understand that. She testified to that. What else do you have?

MR. BELLAMY: Okay. The other thing I want to point out real quick, Your Honor, the 30(b)6 witness from the bank indicated that the loan documents including the promissory note, the two mortgages, the guaranties, those documents -- I said, Those documents, to your knowledge, do not create a joint venture relationship between the bank, Horry County State Bank, subsequently United Community Bank and the borrowers? And he said, That's correct.

THE COURT: And this is Defendant's Exhibit Number 5?

MR. BELLAMY: Yes, Your Honor. This is the 30(b)6 for the bank. And the reason why that's important is is that Mr. Long's testimony -- deposition, he indicated that there was no agreement, a joint venture agreement between TNT and TNW. The only thing that he referenced as far as there being an agreement was the operating agreement between -- for TNW. Okay? And to the extent that they want to argue that the, you know, that the promissory note, the guaranties, the mortgages somehow created a joint venture relationship, which the bank was a party to, the bank's position is it did not create a joint venture relationship, Your Honor.

THE COURT: Okay.

MR. BELLAMY: Okay. Your Honor, I've included also as an exhibit -- I think Exhibit Number 7, Your Honor, is the deposition excerpts as far as Wade Long. And in his deposition -- I'm not gonna go all through them, but Your Honor I would please request the Court to review them because he makes it very clear that it was never been a -- here's what the problem is is that Mr. Long testified that a joint venture agreement did not exist between TNT and TNW. There was no written agreement. Okay? And every time he was asked to identify the terms and conditions of the joint venture agreement, he was not able to do so. And the problem is is that if there's not a joint venture agreement, and if it doesn't -- and one of things I wanted to include regarding Exhibit Number 8, Your Honor, I mean, I think this is important. It says, you know, if you go to Exhibit Number 8, it says Section 5:4, Checklist Drafting a Joint Venture Agreement. And these are some things that -- and give me a little chance to bring this together, Your Honor. The point I'm trying to make is it says that normally the things that you would do, identify the parties of the joint venture. There's no agreement identifying the parties to the joint venture. There was no designation of a relationship created as a joint venture, by an expressed agreement. You know, the name under which the joint venture to be carried out. There was no agreement indicating what the joint venture agreement was. Mr. Long testified that the joint venture was TNW and More, LLC, doing business as Little River Watersports. There was no information regarding a time in which, you know, contributions had to be made, whether a party was responsible for, you know, cash contributions or who was responsible for sweat equity; there was nothing regarding the duties and responsibilities of the members of the joint venture; there was no discussion of the division of profits. And this is what's important, Your Honor, is that if you have a joint venture agreement, you're supposed to indicate all the joint ventures, what their percentage of as far as what they're responsible for, you know, as far as for profits and what the responsibility is as far as losses. There was no way to assign -- now, you understand with TNW and More, LLC, what I call the marina, you know, they indicate that Tim Kettner, they indicate that Wade Long and Chris Kiser each have -- you know, a third. Okay. But there was -- but the problem is as far as that's just TNW and they indicate that TNT was part of the joint venture, but they don't indicate what percentage of the profits that as far as TNT was supposed to get, they don't indicate what Tim Kettner was supposed to get as far as his percentage of profits individually, he's a member of the joint venture, as well as Donnie Kettner as far as what he was supposed to get. So, there's no -- there's no way to do a division of profits and losses because we don't know exactly what percentage, you know, what their percentage and interest is as far as what they were supposed to get assigned as far as profits and losses. A joint venture agreement would've dealt with that. There's nothing in the joint venture -- there was no joint venture agreement that talked about rights of parties to assign or transfer interest in the joint venture. There was nothing that talked about insurance to protect the parties in the joint venture property. There was nothing dealing with insolvency or bankruptcy, their records or accounting, dealing with arbitration or termination of the alleged joint venture. Those are specific topic areas that, Your Honor, one would expect to see if you were drafting a joint venture agreement. And if you go through and read the deposition excerpts of Mr. Long, he was asked on numerous occasions, he indicated there was not a joint venture agreement, but he was never able to expound on as far as what the requirements and the scope of the joint venture agreement were. So, if there's no written agreement, and the accountant also testified that there was no written joint venture agreement to her knowledge. And then specifically one thing I want add to as far as -- give me one second. On Page 520, and this is the deposition excerpts for Wade Long, he said, this -- the question is, There is no actual physical joint venture agreement, correct? I would have to agree with you. I would say no, but I was under -- I believe that the joint venture was what Ms. Henri told me, you know. There was no intent -- no intent joint venture. Do you agree with that? I guess that was the definition of joint venture, I would have to agree with what you're saying. So, in his deposition, Your Honor, without going in depth -- he's essentially acknowledged that based upon the definition of joint venture that there has to be a sharing of profits and losses, and that there has to be a right of equal control among the joint venturers regarding the management and operation of the subject matter of the joint venture. Those are the key elements to have a joint venture. He testified in, you know, in his deposition that there was no right -- that for example TNT had no right of control of the marina as far as its operation and as far as administration. They had no right to share in the profits and losses regarding this alleged joint venture, which was the operation of the marina. And he testified that the joint venture was TNW, doing business -- TNW and More, LLC, doing business as Little River Watersports. That's what the accountant also testified to.

So, really, Your Honor, what we're basically saying is that the joint venture was between Tim and Wade. Okay? That's the joint venture. And in the ---

THE COURT: But doesn't that completely negate the jury's finding about the debt? I mean that specifically brings in TNT and TNW into it.

MR. BELLAMY: Well, Your Honor, the only thing I can say is based upon the testimony that was presented at trial by Wade and Chris and Tim, and it looks like the jury really never looked at any of these deposition excerpts, they kind of ignored them.

THE COURT: Well, I think that's probably because the people testified.

MR. PLAYER: Right.

MR. BELLAMY: That's right.

MR. PLAYER: And they get to choose which one they believe. This is not evidence for a JNOV motion; I mean, it's not. They have to show no evidence, not some evidence.

MR. BELLAMY: Well, Your Honor, basically what's happening is is you look at the proposed order prepared by Mr. Player, he's changing the findings of the jury. The jury put everything into the joint venture and said it was for the economic benefit of all joint venturers. Where in his order, Mr. Player is basically saying, no, no, no, that's not the case. He's kind of making it up as he goes along. He's drafting the order to basically ---

THE COURT: Let me ask you, what do you mean by everything? I mean, the jury says cooperation between TNT and TNW through consolidation of debt, via the loan, guaranty of the loan, shared use of all properties and facilities including the docks, parking lot, recombination plat, and Crab

Catchers restrooms and office space and future economic benefits to all parties. Now, future economic benefits to all parties, it sounded like through the testimony was more people on the docks means more people in the restroom, restaurant, more people at the restaurant means more people renting jet skis. And that's -- that appeared to be the mutual ---

MR. PLAYER: And all the financial information shows there was no profit. There was no testimony that said there was profit. She might've said that in her deposition; it's not what she said on the stand. And the fact that she has a contradicting deposition means Trial Counsel should've cross-examined her with it, but the jury's decision is they can ignore whatever she said in the past, they can ignore what she said on the stand. The question is, did we present evidence? And we clearly did.

MR. BELLAMY: Your Honor, if you're gonna -- if I understand the law in South Carolina regarding a joint venture -- obviously it's not statutory; it's common law. In order to have a joint venture between two or more persons, whether they're individuals or entities, you have to have -- you have to have a right of joint control of each joint venturer over the subject matter of the joint venture. In the order prepared by Mr. Player, he indicates there's not a right of joint control. TNT has no right to exercise any control over the operation and use of the remaining property. Which is inconsistent with what Ms. Golding pled in her second amended complaint. Further he indicates that, you know, there's no profit sharing. Okay? Which is -- and obviously under South Carolina law, in order to have a joint venture, you got to share in the profits or the losses. But it's -- it's not the no -- he arguing because no profits occurred and there's not joint venture. Well, Your Honor, it's the right to ---

MR. PLAYER: No, no, I was gonna argue that there's ---

MR. BELLAMY: It's the right to partake in the division of -- you know, profits when they occur, and also the right to write off the losses. In this particular case, clearly TNT never was paid any monies regarding the leases, regarding the fuel sales, regarding the jet ski operation; they never got one dime of it. And ---

THE COURT: But I mean, are you saying that they didn't get any benefit?

MR. BELLAMY: Well, the point is, is that what he's saying is benefit is his argument is, well, you know, to the extent that -- that if some people that -- or captains are coming up or some people that are using jet skis come up and get on the dock and walk up the dock and go to the restaurant and eat dinner, that's what he's talking about benefit, you know what I'm saying. Okay. My argument is that -- is that they have a right to share the profits regarding the operation of the marina. That's the joint venture.

THE COURT: But I guess my thing is is what -- you know, you've got TNW and you've got TNT. You've got one that's selling gas, you've got one that's selling seafood.

MR. BELLAMY: Right.

THE COURT: The joint venture is the combination -- I mean, I don't know where the actual profits would even come from other than the benefits of having both there, and I think that that was the whole question throughout the trial. And to be quite honest with you, I was impressed with the fact that the jury so eloquently put exactly what they thought the joint venture was. They went into great detail. It's probably because some really smart person made an accountant the foreman of the jury. I don't know who that would've been, but there was an accountant, and it was very obvious that he was listening, or somebody was listening.

MR. PLAYER: Yes, Your Honor, because I don't know if you remember but Tim Kettner admitted, and the banker admitted they could not operate their restaurant without the parking lot. So, neither business could operate without using that parking lot jointly.

MR. BELLAMY: Well, Your Honor ---

MR. PLAYER: I don't know how that's not a benefit, profit, whatever.

MR. BELLAMY: Well, that's not what Ms. Golding pled.

MR. PLAYER: What does that got to do with anything?

MR. HARRISON: Judge, if I may, if I may, let me try to streamline this, because I don't have any interest in relitigating the case. This is a motion for JNOV. This is not me saying this, this is not Mr. Bellamy saying this, this is not Mr. Player saying this. Let me read what the State of South Carolina says that we should be doing here today.

In ruling on a motion for JNOV, the Trial Court must view the evidence in all inferences in the light most favorable to the nonmoving party. That's *Elam vs. South Carolina Department of Transportation*. Now, Judge, what that says is the evidence in the light most favorable, not the parties. So, I want to point that out first. The second thing in *Wright v. Craft*, is we know from the State of South Carolina the motion for judgment notwithstanding the verdict is a renewal of the directed verdict motions. Okay? Wright goes on to say the Appellate Court must determine whether a verdict for the opposing party would be reasonably possible under the facts literally construed in their favor. Okay?

So, Judge, they go on to say -- and this is from Horry County -- in ruling on a motion for JNOV, the Trial Judge cannot disturb the factual findings of the jury, Mr. Player's point, unless a review of the record discloses no evidence which reasonably supports them. Now, Judge, what my colleague, Mr. Bellamy, is saying, if I may, is that the verdict is unhinged from the evidence as it was presented. As to the opinion, we have a 39-page brief, I won't go into every detail as to why there's a list in there. Your Honor can read it and may've already read it for himself. Whether the Court agrees with that or not, obviously, the Court's purview. But certainly, the evidence that was presented was overwhelmingly in support of the idea that there was no joint venture. Judge, take that for what it's worth, the standard of review is what it is. And again, the brief deals with those issues, and there's no need to repeat those. There is a list in that brief, you can take a look at it. Mr. Player is obviously gonna differ in his opinion on that; we're gonna differ in our opinion on that. And that's why we brought the motion in front of the Court today. Judge, that's -- with regards to whether or not the evidence supports the jury verdict. Now, we've said that we don't believe that it does. But there are other issues before this Court that we need to get to today with regards to the JNOV, and I will detail these things as quickly and as succinctly as possible, Judge.

First thing, the glaring issue, and I point this out in a very long way in my brief, as I tend to be long-winded in my writing. But in short, we've got a verdict that gives us a joint venture by promissory estoppel and by contract, Judge. I don't how that happens. You either have a contract, right, which tells us what the agreement was, which we do not, or you have an oral promise unambiguously made between two parties that would give us promissory estoppel. The jury found both, and I've never seen that. There are problems with contract by promissory estoppel and contract written, which obviously just didn't exist. It's just not in the record, Judge. There is no contract for this joint venture. So, to find -- for the jury to find a joint venture by contract where there is no written agreement in the record, that goes to the case that Horry County was talking about. You don't have to weigh that evidence because it doesn't exist. There is no contract, written contract. They testified to it, everybody agrees there is no written agreement to this joint venture. It just doesn't exist. So, Judge, to the point that my colleague was making earlier, you have to have evidence to give it weight. There is no evidence of a written agreement here, and so I don't understand how the jury could find a joint venture by contract and then go on and find the very same thing about promissory estoppel saying, well, it wasn't only written, it was also oral. Well, that's when you get into the weeds of all this stuff that Mr. Player and Mr. Bellamy were talking about. He said/she said, right? That's what an oral agreement is about. That's what promissory estoppel arises from. The one thing we do know about promissory estoppel is that it's an oral agreement in the absence of a contract. We've got both in this case in the jury verdict in and of itself, Judge, and that's problematic, and I'll talk more about that in just a moment. But that's the point my colleague was trying to make. Forget the weight of the evidence that we can swallow about, and there's a lot of evidence in this case that we can say, well, this should be weighed this way and this should be weighed that way. When it comes to a written contract that doesn't exist, no weight can be given on either side of that, Judge.

Now, the other thing that we raise here, in addition to the conflict between promissory estoppel and contract, that's where we come in and say the jury verdict makes no sense under the law. If the jury understood the law as they were charged, Your Honor, then you wouldn't have promissory estoppel and contract. That's a very simple principle. Either there was a written agreement or there wasn't. There's been no written agreement placed into the record for the joint venture. As a matter of fact, the only contracts that exist -- and I brought this up at trial, and I brought it up at directed verdict, and I'm gonna bring it up again today, of operating agreements which prevent this type of thing from even happening, which I will detail a little bit later as I get more involved in our contract defenses which is where I want to go next, Judge, which is the other thing we bring up in our JNOV. As Mr. Richter said, the general statutes say that's the irreconcilable contradiction is that the jury provided answers to the special interrogatories indicating that the Statute of

Frauds bars any recovery by the plaintiff under the contract. Your Honor, South Carolina Code 32-3-10 -- again, this is not me arguing, this is the State of South Carolina, and this is codified, Judge. No action shall be brought whereby to charge any person upon any contract or sale of lands, tenements or hereditaments, or any interest in or concerning them, or to charge any person upon any agreement that is not to be performed within the space of one year with the making thereof unless the agreement upon which such actions shall be brought for some memorandum or note thereof shall be in writing and signed by the party to be charged thereon or some person there unto by him lawfully authorized. Judge, that is the statutory law in the State of South Carolina. And what it is telling us is exactly what the jury said. They believe there was a joint venture. Now, erroneously, they believe that it existed both at promissory estoppel and through contract, Your Honor. However, however, if we set that issue aside, that irreconcilable finding by the jury, setting that aside, Judge, and just going to the statute itself. The Statute of Frauds bars this action from even being brought. The jury said so in their verdict. What the jury does not understand because they're not the judge, they are not the lawyers, they are not the court, and they don't do this every day, what they did not understand was what the Statute of Frauds meant, and the Statute of Frauds is a defense. And we not only have one version of the Statute of Frauds, but two versions of the Statute of Frauds that says, this should've been reduced to writing; and again, it was not. They proceed on promissory estoppel but promissory estoppel should not even be considered by this Court. They pled it in the alternative. If you look to the pleadings, as my counsel -- my cocounsel was stating earlier, they pled it in the alternative. There's no problem with that. I have no issue with Ms. Golding, Mr. Player, or Mr. Barnett, or any attorney pleading in the alternative; I did it just this morning. However, Judge, that's not what we're looking at here. We're looking at an irreconcilable issue between promissory estoppel and contract. No written contract. And no matter which contract, rather it's oral, through promissory estoppel, or written which doesn't exist. Statute of Frauds applies, and that should be the end of the discussion, period. And that's what the jury said. The jury said a lot, and one of the things they said their special interrogatories was, this involved the transfer of real property. The State of South Carolina has said we are not going to transfer real property without a written document. In this state, is a deed and deed only that moves property. And this Court can't issue a deed in this particular case, because there is no cause of action for quiet title nor did they ask for it. They simply asked that there be found a joint venture. But what the Court is saying, and what the jury is saying is that this contract, as they testified to requires the transfer of real property, which this Court cannot do, because they haven't asked for it, and it would be inappropriate anyway. And, Judge, the idea that whatever this joint venture is could've been completed in a year. There's no doubt that it couldn't have been. The jury says they cannot have done it. So, the Statute of Frauds not only applies one time but two times and should prevent everything else. As Mr. Richter said, it all falls apart thereafter. That's what the defenses are for, Your Honor; that's why it exists. And the reason that it exists with regards to real property is because there is a sacrosanct idea in the laws of the State of South Carolina and backed up by the United States Constitution that we have a right to use our property as we see fit, the owner of the property, Judge.

And so, we have the Statute of Frauds issues and then we have promise not being able to be performed in a year. Those are two defenses that we pled, Judge. We brought those defenses up at trial, we brought them up at directed verdict. The jury pointed them out in their own verdict. So, even if the jury wanted to give them all these things there goes a defense that says no you cannot, and the jury felt that way or else they wouldn't have answered those questions in the jury verdict itself or those special interrogatories.

And Judge, I mentioned this earlier. There are other defenses in place here, and we talked about all of these, but we haven't been heard on them until today. And there's another issue before this Court which is mutual mistake. There has to be a meeting of the minds when you have a contract I don't care whether it's written or oral. There has to be a meeting of the minds. There is a mutual mistake here, Judge. And one of the mutual mistakes is this, the only contracts that were introduced into evidence that are part of this record are the contracts that were put into place that are labeled TNW and TNT's operating agreements, and if you read this operating agreements which are a part of this record they say that you cannot enter into these types of agreements without a unanimous vote of the membership. That's in not only ours, but I believe it's in TNW's, Judge. And if that document is to be believed, if the operating agreement means anything, then these parties couldn't have agreed to any of this to begin with, and they should be barred from it. Now, the fact that they didn't know what their operating agreement said, I mean, you could argue it's negligent but setting negligence aside not knowing what your documents say I would argue is mutual mistake. I would argue these parties did not know that their documents prevented them from doing the very thing that the jury says that they did. Those matter. You can't end-around contracts. You can't introduce parole evidence, Your Honor. When you have a contract that says that this couldn't happen to begin with. And we brought that up, and that's why we've argued mutual mistake. We also had put forth the same idea and in the same vein that this was entered into by Tim Kettner, not by TNT. Tim Kettner entered into this, and we would argue that he is an intervening third party because when this case was filed he was not a member of our organization. And he is the one that allegedly, and according to them and their testimony and their pleadings is the one that entered into the joint venture with Mr. Kiser and Mr. Long. And in fact, Judge, that factoid is important because as my colleague pointed out earlier, TNW incorporated, TNW is also Little River Watersports. Once they incorporated that entity, they could not be a joint venture. I don't care what they want to call themselves, but they want to shift that somehow Little River Watersports into being a joint venture with TNT. The truth was told that they did not enter into a joint venture. They said they didn't share profits, they said they didn't share control. All of that was said in the trial. Mr. Kiser and Mr. Long did not lie. But the jury did not believe the plaintiffs but gave them a verdict in their favor anyway. They sat on the stand, we did not share profits, we did not share control, and that's what Mr. Bellamy is trying to point out. That's the point he's making. You can't have a verdict that's unhinged from the evidence that's presented. That's what the Horry County case says that I brought up earlier. Not to mention, you can't agree to do these things if what you're agreeing to do is illegal. Okay? If you believe all of the testimony, there was enough violations and shenanigans going on out there, Judge -- I'm saying that's what the verdict said, that's what the evidence says, that's what the record says. That there was this marina, that this joint venture had all kinds of violations. You can't agree to operate something illegally. And so, how can you have a contract if the very nature of the joint venture, promissory estoppel, written or otherwise, was an agreement to do something improperly by end-running around DHEC and the county and everybody else. We know that happened. It's on the record. It's undisputed. There's still illegality to it to this day. And, Judge, that's the other thing that should be pointed out, and we'll speak more about it to damages. To this day, they still run the same operation, they still own the same land. It hasn't been taken from them, but the jury sure as hell gave them a bunch of money for it. That's a double recovery, and Mr. Richter pointed that out, and I'll get back to that in a minute.

The other issue that we're dealing with in this case, Judge, is indefiniteness. We know there's no written agreement for a joint venture. It couldn't have existed. The operating agreements prevented it. No matter which way you want to cut it, no written agreement. So, let's talk about promissory estoppel. Promissory estoppel requires unambiguous terms. And all due respect to everybody in this courtroom, neither the jury, nor Mr. Player's order, nor anything I've heard from counsel has defined exactly what this joint venture is. There is a lot to it, Your Honor.

THE COURT: The jury has ---

MR. HARRISON: There's a lot ---

THE COURT: Hang on, hang on. The jury defined it pretty well.

MR. HARRISON: Except for the fact that they left out a bunch of very key issues with regards to a joint venture.

THE COURT: Like what?

MR. HARRISON: Like who is to share profits and how much it's to be split up. Is it half and half? Is it per rata by all the members? How is it supposed to be dissolved? How long does the corporation last? Has is it to pay taxes? Does it owe back taxes since it's been found? The jury said a lot but they didn't say everything that we need to know in order to have a joint venture. A joint venture requires an unambiguous promise. And the terms of a joint venture as defined in the case law would include a split of the share of the profits. It would include who is to have control. It would've included voting rights. It would tell us who gets this if somebody dies, what can be sold, who owns what assets, and how much of the assets they own.

MR. PLAYER: We should've had ---

MR. HARRISON: And none of that's in the verdict. None of that's in the verdict.

So, Judge, while I agree there is a lot in the verdict, the key points of a joint venture that the law requires to be there are not. And so that's the problem I have with the indefiniteness. So, I don't think we have an unambiguous promise. Just because the jury can find all the things that it found, doesn't mean there wasn't ambiguity. There's still ambiguity.

THE COURT: That's ---

MR. HARRISON: We don't know right now who ---

THE COURT: Hang on, hang on. But again, we're here for a JNOV. Ambiguity and findings by the verdict or by the jury in the verdict, all we're looking at is was there evidence of it, was there evidence presented?

MR. HARRISON: And that is the position that we're taking.

THE COURT: So, you're saying that there was no evidence that the jury could've heard through all of the testimony ---

MR. HARRISON: No, Your Honor. No, no reasonable credible evidence, no.

THE COURT: --- to make the finding that they did.

MR. HARRISON: That is our position.

THE COURT: Okay. Well, let me ask you this.

MR. HARRISON: Yes, Your Honor.

THE COURT: All you've talked about as far as the JNOV is the joint venture. Your clients got hit for $960,000 for economic interference.

MR. HARRISON: Yep, and I'll get to that in just a minute.

THE COURT: Okay. Well, let's go ahead and get to that.

MR. HARRISON: I'm just trying to make sure that we have a record.

THE COURT: I understand.

MR. HARRISON: Okay. In addition, Judge, to your point and to the question on damages, Mr. Kiser testified to the value of the property. Okay. As a property owner, he was allowed to do that. However, Judge, that is his opinion. There's no evidence in the record other than his opinion that the business, that the economic loss to the business which resulted in damages amounted to the three million dollars. What he testified to was the value of the property. He said that the property was worthless without the business but without any evidence or support therefore. So, Judge, the idea that there was three million dollars in economic loss for an entity that never shut down one day, that they still own today, and they still own the same property and will until they decide not to to come up with three million dollars, as my colleague stated is a double recovery. Their business was never impacted, and they got to keep it. Their land was never impacted, and they got to keep it. Then the jury gave them three million dollars just as a bonus. So, Judge, to the point that you're asking me about, there was no economic loss. The only economic loss that was testified to and the only thing that the Court can weigh the evidence of is the testimony of Mr. Rolf. Mr. Rolf had a month-to-month contract with TNW worth $10,000 a month. He left; that means they lost $10,000. We don't know whether that contract would've been renewed, whether it would've gone on for years, or whether Mr. Rolf was on his way out the door regardless of our activity. Either way, on a month-to-month contract, if you're measuring damages, $10,000 is the extent of the damages that could've been awarded as far as the economic loss. It's the only thing they showed us; it's the only thing they've proven, Judge.

So, to find three million dollars, there just simply wasn't any evidence of that. It's not hinged to any evidence that was placed in, zero, none, Judge. Just the testimony about what Mr. Kiser thinks the land is worth because that's all that he was allowed to testify about. He wasn't allowed to testify about business loss; Your Honor made that ruling. They could've brought an expert on that; they did not. So, there's no evidence of any economic loss whatsoever, because (a), they didn't lose it; (b), the only thing he testified to was the value of land and not the business because he couldn't, and yet here we are with an economic loss of three million dollars, Judge. That makes no sense given the evidence in this case. That's why we're here on JNOV with regards to damages.

And, so, Judge, in addition -- and I'll end with this -- no matter what the Court finds or what the jury found, what the verdict represents is not only a recovery for them, but double recovery, which is improper on its face, Judge. We know that they never lost a day. They never provided a shred of evidence that said they lost a day of business resulting from our activity. We know they're operating today. We know they were operating before the trial, during the trial, at the trial, during closing and throughout this year they've been operating. Their land never got taken from them. So, where does the three million dollars come from? It comes from one statement by Mr. Kiser saying the land was worth three million, and if they couldn't run their business, it was worth zero. Well, Judge, that's not true because you can sell that property for the same amount of money that they bought it for and whatever it has accrued to at this point in time. To say it's worth zero is really saying it's worth zero without our business. It's a backdoor to damages for economic loss that this Court said they were not allowed to put forward. And so that's why we would ask this Court grant a judgment notwithstanding the verdict, and in the alternative we would ask for a new trial.

THE COURT: Let me ask you -- and maybe my memory differs, but I thought Mr. Kiser's testimony was without the parking lot.

MR. PLAYER: Correct.

THE COURT: Without parking it would be worth nothing, not without the business and, you know, essentially docks ---

MR. PLAYER: Because no one can operate it as a marina without the parking lot, and they don't have it without their permission. So, it wasn't the business. They can't sell it -- if that could be operated by a marina, somebody can come -- I guarantee you they'd get three million for it today, but if they can't get the parking lot, which we can't get without equitable relief, which is what the promissory estoppel is for. But at this point, I can tell you right now, my clients don't want the equitable relief, they want the judgment. So, you don't have to correct an equitable judgment.

THE COURT: All right.

MR. HARRISON: Which, Judge, they actually said at the beginning of their trial, and this was on the record, that they were not seeking monetary damages, they were seeking injunctive relief, and now they've changed it like they've changed many things in this case.

THE COURT: Well, that was before, and we have a jury verdict now. I mean, that's completely different from what we're looking at right now.

All right. Let me hear from you.

MR. PLAYER: Yes, Your Honor. One thing I would point out is they're using depositions. Every deposition they used testified at trial and they have the transcript. Why wouldn't they use the transcript testimony for Your Honor? Because it doesn't help them. Because I talked with Kim, the accountant, and fixed the confusion that happened in her deposition, and she corrected her testimony on the stand. If they had this -- you know, she's lying or she's changing her testimony, where was it at trial? It wasn't there. Wade's testimony, both of it's in the record because the first day was me and the next day-and-a-half was them crossing him with his deposition testimony. It's not like they ignored that; they didn't have a choice. But they chose what to believe. And to say there's no evidence of a contract is just flat out false. A written contract, correct, and they love to say the Statute of Frauds but the law is absolutely crystal -- we've been through this at motions -- the first motions, motion for summary judgment, directed verdict, JNOV. Partial performance takes it out of the statute. It's clear as it can be.

And let's talk about the specific one that we're talking about in this case. In the context of a real estate transaction, that means an oral promise for the transfer of land, partial performance may be proven by evidence of the following: Improvements to real estate, got it; possession of the real estate, got it; payment of the purchase price, got it. All three were there. It was charged to the jury, and they made the decision.

So, again, I'm not gonna beat a dead horse. You know, the joint venture issue -- and I've never -- I actually admitted in my brief, we have to choose, because you know I would disagree with their position that the Court can deed property, but we're not gonna put you in the position. We would just rather pursue the monetary judgment and see where that goes. If and when there is an appeal, we would ask for, you know, to keep the status quo as it is now so we can continue operating in the event the appeal comes back not in our favor, but those are issues that will happen once you deny the JNOV, and they can appeal it.

THE COURT: All right.

MR. BELLAMY: Your Honor, may I, a couple of things real quick?

THE COURT: Yes.

MR. BELLAMY: Your Honor, in our motion for directed verdict, all arguments that I made in the motion for directed verdict regarding failure to comply with 23(b)(1), where we -- essentially, we would renew those motions and make them part of the record without me going into detail.

THE COURT: Okay. The record will reflect that.

MR. HARRISON: And, Judge, just as a matter of course, Mr. Player makes much of us not using the testimony in our JNOV, Judge, the JNOVs were filed before we received the transcript or we would've put the transcript in there because it is consistent with the testimony.

MR. PLAYER: The testimony that they handed up today was given to me today. So, nothing stopped them from using their trial transcript today.

THE COURT: All right. Anything else that we need to put on the record?

Let me get Mr. Richter here. Hang on. Mr. Richter, I think you were muted. Hang on one second.

MR. BELLAMY: Your Honor, can we -- can we incorporate the trial testimony into the record as far as the JNOV and our new trial motions and make that a part of the record?

MR. PLAYER: You put everything in.

THE COURT: I mean, it would be part of the record as it is, so, I think it's already reflected. I will put your 10 exhibits in.

MR. PLAYER: Without objection, Your Honor.

DEFENDANT'S EXHIBIT NUMBER 1-10

ADMITTED INTO EVIDENCE

THE COURT: Mr. Richter, it looked like -- I don't know why I couldn't unmute you, but anyway I'm happy to hear from you.

MR. RICHTER: Yes, Your Honor. Thank you. I'm -- Your Honor, I may've spoken the least, but I don't want what I say to be the least important. I'll be brief.

Your Honor, you sit in the unenviable position as the thirteenth juror. And I think in that seat you have some things that are as of right and some things that are as of obligation. As of right, you can disagree with the evidence and the findings of the jury. We'd ask you to do that, but that's discretionary with the Court.

As of obligation, though, Your Honor, I believe the Trial Court has the obligation to make sure that the verdict that is returned is consistent with and is provided for by the law. And Your Honor, that's where we really point you is, you know, first, Mr. Player is both right and wrong with the law he cites about escaping from the Statute of Frauds. The case he cites is about contracts pertaining to real property. It's nonsensical that part performance would rescue a contract that cannot be performed within one year because you wouldn't have a provision that says that contracts that cannot performed within one year must be in writing. Everybody would simply point to part performance and say, well, yeah, it couldn't be done in a year, but we partly performed. That part performance is very specific to contracts pertaining to real property. The verdict is fatally flawed in that the jury has found that yes there was this arrangement, but that no it could not be performed within one year. Separately, Your Honor, I don't think it's a matter of right; I think it's an obligation for the Court in this circumstance to find there could not have been a joint venture because joint venture does require the equal right of control between the parties. And the only testimony offered during the trial of the case was that no one had the right to control the other. And so, as a matter of law, the joint venture would have to fail.

Your Honor, we have lots of other moving grounds in our moving papers. Rather than simply read them to the Court, I'd like to reiterate the arguments we made in directed verdict. I would incorporate the arguments made by cocounsel.

And there's one other tiny one that I want to call to the Court's attention and that's the verdict on the tortious interference. The damages as against TNT and More were calculated at 480. The damages for Tim Kettner were calculated at 120. Your Honor, if you'll recall from the trial, the only evidence of tortious interference was that gentleman named Rolf, R-O-L-F, had a lease on the jet ski dock for $10,000 a year, and that supposedly parties interfered and caused him not to reup that lease, which would've resulted in two more years of lease at $10,000 a year. That is the only evidence of an active tortious interference resulting in a direct damage. And so, whether it's the 480 or the 120, there is simply no evidence in the record to support it.

Your Honor, one parting shot on ---

THE COURT: Mr. Richter, let me ask you one question about that. There were also the text messages that was obviously ---

MR. RICHTER: The text messages -- but, Your Honor, the interference that caused economic harm, the interference as Mr. Rolf testifying that because of what was going on out there, he decided not to reup that lease of $10,000 a year. There's no other active interference that could be pointed to that would result in either 40 or 120. There's just nothing in the record that would allow you to connect those dots.

THE COURT: And you're referring to the actuals not the punitives?

MR. RICHTER: Correct, Your Honor. Without the actuals there could be no punitives, but, yes, sir.

MR. PLAYER: And, Your Honor ---

MR. RICHTER: Your Honor, final parting shot, if you don't mind, on the direct versus derivative, I do think it's important, this is a verified complaint. What's in the verified complaint is the theory of the case. It is the arrangement that they sought to prove. And I think it's material that, while eloquent, the arrangement that was described by the jury is an arrangement different than what was pled in the pleadings. Your Honor, I think the analogy would be you and I -- you know, I've got the food, you've got the animals, and we agree orally we're gonna make a circus. And we put it to the jury to decide what was it that Hyman and Richter were gonna do, they said that we were gonna have a traveling zoo. Well, the verified pleadings said that I've set out to prove that you and I were gonna make a circus. And to find anything other than a circus is to fail on that cause of action. So, again, the jury's request was not do you find any relationship of any kind whatsoever and if so tell us what it is. There was a verified pleading that said this is what we intend to prove was the relationship between the parties, and that is not what the jury found.

With that, I'll rest, Your Honor.

THE COURT: All right. Thank you, Mr. Richter.

MR. BELLAMY: Your Honor, one thing I want to add is -- and I think it's important.

THE COURT: Mr. Player, I'll let you talk in just a second. Better to hear you address both.

MR. PLAYER: Sir, I understand.

MR. BELLAMY: Your Honor, after the jury came back with the verdict and the motions for JNOV and new trial were brought by TNT and its individual members and shareholders, as well as as far as Tim Kettner, that there was a -- what I would say is a companion lawsuit that was going on, too. And the point what I want to bring out is in the companion lawsuit, TNW was taking the position that regarding the marina dock that TNT was trespassing on TNW's marina. Okay. And they alleged in that ---

THE COURT: Was that the picture of you?

MR. BELLAMY: Yeah, that was me, yeah. Actually, what happened was when I was there, Your Honor, I went down there they were pointing out that the floating dock, that gasoline was leaking, and I went out there to look at it. And then of course, I'm trying to think of the guy Eric Rolf came by and started screaming at us saying we were trespassing on the marina property. The point I'm trying to make is, if they're alleging in the initial lawsuit, the one that was filed by Ms. Golding, that there is a joint venture relationship, you know, it's inconsistent with the arguments they're taking in the second lawsuit and say, yeah, TNT is trespassing on the marina property through its agents, employees, or you know, through third parties that its assigned rights to use, you know, as far as a floating -- you know, a floating -- what I would say is you've got a floating -- you got a down ramp, and you've got an essentially floating dock that's part of TNT's, you know, property, and they're saying that we're trespassing on marina property. Well, how can a joint -- if we're all joint ventures, as the jury found, how can one joint venture trespass on the subject matter of the joint venture when it pertains the joint venture. I mean, I find that inconsistent. And I would argue that they should be at least judicially estopped from arguing that they're in a joint venture, but in the second lawsuit take the position that basically that TNT is in violation of the covenants and restrictions as far as regulations with 48-39-116 (spelled phonetically) and trying to shut us down regarding the operation of the restaurant saying that we're serving food over the critical area and that it's a violation of, you know, the OCR guidelines. What I'm saying is here it is we're supposed to be in this joint venture, and we're supposed to be making money together, and they're allegedly trying to shut us down and they're trying to argue that part of the joint venture property that allegedly from what the jury found that we're trespassing on property that we own. And I think those are just inconsistent, you know, claims on their part. I think they should be judicially estopped from arguing that we're a trespasser in one lawsuit, and then we're a joint venture in the, you know, in the first lawsuit.

THE COURT: Let me ask, what's the status of that case?

MR. BELLAMY: Your Honor, it's -- I'll read it to you right here. It's an order that says specifically legal counsel for all parties are in agreement that the jury's findings in the verdict form moot the claims and counterclaims brought by the parties for declaratory judgment and trespass.

MR. PLAYER: I have Rolf who filed a counterclaim and he's thinking I'm gonna get him another four million dollars, and I have to tell him that they can't pay what they're paying us, so I'm not doing it. I took it on a contingency because that what ---

THE COURT: And that's Rolf who is not a part of the joint venture?

MR. PLAYER: Correct. I'm working on getting him done and the whole thing can go away.

MR. BELLAMY: Your Honor, the first counterclaim is that they're alleging violation of the South Carolina Coastal Zone Management Act against TNT ---

MR. PLAYER: This is another case. It has nothing to do with this case.

THE COURT: Yeah, I was gonna say, that -- I may have to deal with that at some point, but I don't want to deal with it today. Then again ---

MR. BELLAMY: But, Your Honor, what I'm simply saying, how can we trespass in the second lawsuit if we're a joint venture in the first lawsuit.

MR. PLAYER: Because he can bring a second lawsuit because ---

THE COURT: Well, it's the same thing, why would somebody from TNT want to pull over a gas tank with a tractor. I mean, why would you want to do that if you're a joint venturer? Wouldn't you say that, too?

MR. HARRISON: Well, because it was ordered by a court to be removed from the property, Your Honor.

THE COURT: Yeah, but not with a tractor.

MR. PLAYER: Not the gas tank.

THE COURT: Not a gas tank.

MR. PLAYER: The hut?

THE COURT: I'm talking about the gas tank.

MR. BELLAMY: Your Honor, what happened was is -- in the second lawsuit we argued that there was no permit to increase the gas, you know, the fuel tank from 3,000 to 12,000. Henrietta Golding agreed with us and removed the -- I think it was the 12,000-gallon fuel tank, and basically replace it with a 3,000-fuel tank. And what was happening was 12,000-gallon tank was sitting out there on the property and it still had fuel in it, it was creating a hazzard, and it's also important to note that there was no insurance on the 3,000 or the 12,000-gallon fuel tank.

MR. HARRISON: And, Judge, when we asked Judge Mayers how he would like us to remove that from the property, he said to me very clearly, that's your problem, Mr. Harrison, y'all figure it out. He did not give any instructions or how or how not to do it.

THE COURT: Well, I can tell you this as not an expert in that but smart enough to know that you don't hook a tractor up to a gas tank and try to pull it over. But we're not here for that.

Anyway, let me hear from you.

MR. PLAYER: Your Honor, they keep pointing back to the pleadings, which, you know, I don't have to -- we don't have to match the pleadings. The pleadings are allegations, and if something sticks, something sticks. But the idea that we have alleged a joint venture that we didn't prove -- I will remind everyone, again, it is violation of joint venture agreement. And in the very paragraph that he read says the joint venture was the development and operation of business activities on the real properties owned by the corporate parties for which the corporate parties combined their respective real property never happened, for the operation of watersports rental, it did. There was testimony that TNT employees were operating the stands, they were using the jet skis, they were running the bills through their own business. And then we get to the best part, the ice cream shop, the fishing charters, and the restaurant. That never happened because they breached the unambiguous promise that the jury found. So, they keep saying you -- there's no joint venture, this is what you said in here. What we said was what the agreement was. And all of this was testified to. All the -- the architect testified that that was the agreement. And when they decided after three years that they didn't want to do it anymore and the property was in their name, they told my guy to take a hike. That's what this case is about. We don't have to match the complaint word-for-word.

MR. HARRISON: Judge, I respectfully disagree.

MR. PLAYER: Well, then show some case law.

MR. HARRISON: There were verified pleadings and the caselaw is in our brief. But, Judge, there are verified pleadings. Unless you move to amend under Rule 15, you cannot simply stray away from your pleadings as you please, otherwise, Rule 15 would have no meaning whatsoever.

MR. PLAYER: And, Your Honor, again, they just don't know what they're talking about. Here is the paragraph. In the creation of a joint venture, the Kettner defendants individually and on behalf of the Inc., because he had the authority to do that, he had apparent authority because we didn't have his operating agreement. He actually said that we didn't agree unanimously when the only three people in TNW are those two mean and Tim Kettner. They're the ones that did this.

MR. HARRISON: Right, they did, not our people, Judge.

MR. BELLAMY: Your Honor, one other thing I want to point out is ---

MR. PLAYER: Can I finish talking, please?

THE COURT: Yeah, let Mr. Player finish and then I'll hear from you.

MR. BELLAMY: Okay.

MR. PLAYER: In the creation, represented that the business activities of the LLC could use and possess the real properties, that's what the jury found, including the parking lot, the jury found that again, the land for the dock, master's office, the ticket building -- this is everything the jury found that the promissory -- the unambiguous promise said. So, we proved what was in our complaint. The jury agreed with us, and it must stand, and please deny their motions.

THE COURT: All right.

MR. BELLAMY: Your Honor, one thing I want to point out is this is the proposed order that Mr. Player sent you, and this is not numbered, but one of the things that he cites or he argues is Plaintiffs argued at trial the defendants ended the joint venture when TNT filed the eviction action in 2022. Well, that's not true, because as far as Ms. Golding's second amended complaint, clearly, she's trying to enforce the joint venture and argues that basically that we're abandoning -- allegedly abandoning the joint venture, but ---

MR. PLAYER: The breach ---

MR. BELLAMY: Yeah, but no, but I mean, here it is -- I mean ---

MR. PLAYER: --- sued for ---

MR. BELLAMY: He's arguing that we're in a partnership now. Ms. Golding never pled that the joint venture was a partnership. Okay? He's arguing that. If you go back and look at the ---

MR. PLAYER: No, I'm not. I will say to the Court I am not arguing that, Your Honor. I have no idea what he's talking about.

MR. BELLAMY: For example -- let me read this to you, Your Honor. It says, However, the defendants misconstrue the joint venture presented by the plaintiff at trial, all defendants argue that each member of the joint venture must be able to control aspects of the other businesses in the joint venture. It simply is not the law. A joint venture is a partnership between entities that is not formerly manifested as a partnership. There's no ---

MR. PLAYER: That is your charge that they did not object to.

MR. BELLAMY: That was not -- if you charged it -- if you charged what I argued ---

THE COURT: I charged what y'all gave me.

MR. BELLAMY: Right, that's what I'm saying. That was not in there.

MR. PLAYER: No, actually, you changed it.

THE COURT: I did add portions of it.

MR. PLAYER: Yes. Your order cites your charge. I asked your clerk for it and he sent it to me.

MR. BELLAMY: You know, he's arguing the joint venture ended before Ms. Golding filed the lawsuit. Well, if that's the case, if the joint venture ended, then there's no breach of the joint venture agreement. It's already ended. Why are we here? She had like -- Your Honor, what he -- he states this right here. I'm sorry. The pages aren't numbered. But he says right here, it says TNT -- I apologize, Your Honor -- it says Plaintiffs argued at trial that the defendants ended the joint venture when TNT filed the eviction action in 2022. Well, that's clearly inconsistent with what Ms. Golding pled, because you said there is a joint venture relationship and indicated who were the parties in the joint venture relationship and what the scope of the joint venture relationship was. And it dealt with -- and Mr. Long testified in his deposition and as -- testified that the joint venture relationship -- the joint venture was Little River Watersports, Your Honor.

MR. HARRISON: It's a spacial argument, Your Honor. I mean, we're saying if the pleadings were to be believed and Mr. Player thinks they're consistent with what they argued and what the jury found, well -- what Mr. Bellamy is saying is they pled that the joint venture ended on the -- when we filed an eviction which was prior to them filing this action in the Circuit Court. So, how can they allege that the joint venture existed when they filed if their -- if the order says that it was over before they even filed this case alleging a joint venture? In other words, how do you file a case alleging a joint venture if you -- your own order says it didn't even exist at the time of filing?

MR. PLAYER: And, Your Honor, the title of the cause of action is breach of a joint venture agreement. The jury found the agreement was we could use the parking lot. When they filed to evict us, that was in breach of our agreement to have a joint venture with regards to the parking lot, which was necessary for both businesses to operate. There is no inconsistency.

MR. HARRISON: Judge, all their alleged damages came after their lawsuit, the one we're talking about here today, got filed. So, if they're to be believed by their own order, then these damages shouldn't have even been awarded, Judge, because the damages that they alleged at trial all took place during the course of litigation.

MR. PLAYER: No, it didn't ---

MR. HARRISON: Not prior to.

MR. PLAYER: He just said ---

MR. HARRISON: They filed the lawsuit within two weeks of me seeking to evict them from the property. Nothing occurred in the two weeks that they testified to at this trial that relates to any damages that happened prior to them filing. In other words, they filed this lawsuit in response to me trying to evict them. That was the only damage.

MR. PLAYER: Right.

MR. HARRISON: But they didn't get evicted, so what's the damage, by their own testimony, Judge.

MR. BELLAMY: Your Honor, how are they ---

THE COURT: Hang on, hang on.

MR. BELLAMY: Okay.

THE COURT: Let me let Mr. Player respond.

MR. BELLAMY: Okay.

MR. PLAYER: Without the parking lot, when they filed the action to evict, the owner is now trying to exclude us from the property, if we don't have a TRO protecting us, there's no defense against them. So, at the moment he filed that eviction action was a breach of the joint venture agreement saying you can't use our parking lot anymore, which destroyed our business as every bit of the testimony matches. That's the key. The moment he tried to evict us and said the parking lot is ours and we can exclude you, that is the moment that they breached the agreement.

MR. HARRISON: How does that destroy their business ---

THE COURT: They don't have parking -- listen ---

MR. HARRISON: --- that don't have their own parking ---

THE COURT: Listen, listen -- hang on. Mr. Harrison. We heard testimony upon testimony -- Mr. Long for an entire day, I believe, testified about the fact that without the parking lot, he couldn't get his people there. I mean, I remember him testifying about him having to walk down the road because he couldn't get to the marina. There's been -- there was ample testimony, I mean, a tremendous amount of testimony about the need for the parking lot. I mean, y'all certainly can see that, right? That they need a parking lot to run a marina.

MR. HARRISON: Judge, what I would say is there are a ton of businesses operating down there without their own parking lot.

THE COURT: Are any of them a marina?

MR. PLAYER: Did any of them testify at trial?

THE COURT: No.

MR. HARRISON: Some of them are running charters; yes, Your Honor. There are people running charters similar to their charter company.

MR. PLAYER: They were actually -- they own the upland land so that they have enough to operate.

MR. HARRISON: But that's conjecture; it's not in the record.

MR. PLAYER: Yes, it is in the record.

THE COURT: I believe it is in the record, but regardless.

All right. Thank you, gentlemen. I'm gonna review the documents that y'all have provided as well as your memorandum. I'll have some kind of answer, hopefully by the first of next week. Okay?

MR. PLAYER: Thank you, Your Honor.

MR. HARRISON: Thank you, Your Honor.

MR. BELLAMY: Thank you, Your Honor.

MR. RICHTER: Thank you, Your Honor.

THE COURT: Thank you.

ADJOURNED - 3:30 P.M.

C E R T I F I C A T E

I, the undersigned, Kay H. Richardson, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the motion hearing held in Common Pleas for Horry County, Horry County Courthouse, Conway, South Carolina, on July 21, 2025.

I do hereby certify that I am neither of kin, counsel, nor interest to any party hereto.

Kay H. Richardson
Official Court Reporter

August 13, 2025.

3/2/16, 1:35 PM
Wade Long's iPhone (+18434580231)

Ok along as your sure because they are going to start digging and cleaning dirt .

3/2/16, 3:05 PM
Wade Long's iPhone (+18434580231)

I gave Morgan Bellamy the OK to go ahead and start Diggin so as of them are there going to start Diggin start Ballin dirt and getting ready everything ready to fill the pond

3/2/16, 3:15 PM

Tim Ketter (8434552960)

Roger

3/7/16, 7:40 AM (Viewed 3/7/16, 7:49 AM)

Tim Ketter (8434552960)

U coming down here sometime this morning

3/7/16, 7:49 AM
Wade Long's iPhone (+18434580231)

Yes I got to go to whiteville first then I can .

3/7/16, 8:51 AM (Viewed 3/7/16, 8:55 AM)

Tim Ketter (8434552960)

No rush..just want ur advice on that retaining wall.

3/7/16, 8:55 AM
Wade Long's iPhone (+18434580231)

Ok sorry I will be around lunch

3/7/16, 2:53 PM
Wade Long's iPhone (+18434580231)

Hey I just got back you want me to come now or first thing in morning?

3/7/16, 2:56 PM

Tim Ketter (8434552960)

Call me when u can..got some issues on pond filling

3/7/16, 7:28 PM (Viewed 3/7/16, 8:00 PM)

Tim Ketter (8434552960)

Jason White just dropped off quote to do entire job..filling..leveling..grading ...$71000.00 total cost..

3/7/16, 7:29 PM (Viewed 3/7/16, 8:00 PM)

Tim Ketter (8434552960)

Fwd:

PLAINTIFF'S EXHIBIT 4

tabbies

3/9/16, 8:05 AM

Tim Ketter (8434552960)

U able to come down this morn

3/9/16, 8:05 AM
Wade Long's iPhone (+18434580231)

Yes pulling up

3/17/16, 3:56 PM (Viewed 3/17/16, 4:01 PM)

Tim Ketter (8434552960)

Perfect..guess I can get it out on hwy.57

3/17/16, 4:01 PM

Wade Long's iPhone (+18434580231)

Yes or the place you got the pipe

3/18/16, 3:02 PM (Viewed 3/18/16, 3:03 PM)

Tim Ketter (8434552960)

Stakes on inside or outside

3/18/16, 3:03 PM

Wade Long's iPhone (+18434580231)

Outside

3/18/16, 3:04 PM (Viewed 3/18/16, 4:20 PM)

Tim Ketter (8434552960)

Gotcha

3/19/16, 9:46 AM

Wade Long's iPhone (+18434580231)

Hey did bill come down there yet?

3/19/16, 9:47 AM

Tim Ketter (8434552960)

I haven't seen him sir

3/19/16, 9:47 AM

Wade Long's iPhone (+18434580231)

Ok I'll check now

3/19/16, 9:50 AM

Wade Long's iPhone (+18434580231)

He is starting first thing Monday morning bring dirt and doser.

3/19/16, 9:51 AM

Tim Ketter (8434552960)

Ok..thanks man..

3/19/16, 9:51 AM

Wade Long's iPhone (+18434580231)

Yep I'll see you then

3/21/16, 7:50 AM

Wade Long's iPhone (+18434580231)

Hey I'll be right down this morning after my cat scan for my head. Make sure u don't forget to tell them to dump the dirt on edge of pond not to stock pill it in parking lot. Your people will have no where to park. I'll be down just as quick as I can

3/21/16, 7:57 AM (Viewed 3/21/16, 7:58 AM)

Tim Ketter (8434552960)

Ok man..give em hell

3/21/16, 7:58 AM

Wade Long's iPhone (+18434580231)

Thanks

3/22/16, 7:19 PM

Tim Ketter (8434552960)

'red to Justine. ..Jimbos gal will be first waitstaff tried and hired if she works out

PLAINTIFF'S EXHIBIT 5

tabbies

2/1/17, 12:54 PM
Wade Long's iPhone (+18434580231)

Will this work for you

2/1/17, 12:54 PM
Wade Long's iPhone (+18434580231)

I know u like morning but this was the earliest he had

2/1/17, 1:47 PM

Tim Ketter (8434552960)

I'll make it work...thanks...what paint equipment..and how many for applying the paint for restaurant..I'll just order that with paint

2/1/17, 1:49 PM
Wade Long's iPhone (+18434580231)

I would put two coat on restaurant . And I'll get u a list of tool and I'll show them how to apply and make good time for you . Just let me know when u want to start.

2/1/17, 1:57 PM (Viewed 2/1/17, 1:58 PM)

Tim Ketter (8434552960)

Ok...2 coats for sure..I'm gonna order paint from Don...also gonna prime bare siding..as soon as u get me list I'll order..thanks

2/1/17, 2:00 PM
Wade Long's iPhone (+18434580231)

Ok I'll put together for u

2/1/17, 2:02 PM (Viewed 2/1/17, 2:25 PM)

Tim Ketter (8434552960)

Thanks man.

2/1/17, 2:25 PM
Wade Long's iPhone (+18434580231)

Yep

2/1/17, 8:19 PM (Viewed 2/1/17, 8:21 PM)

Tim Ketter (8434552960)

Have a thought...I wonder because Crab Catchers is a established business..and thats the same location as the fuel equipment/ and sales if there's a loophole or way to run off that business license..etc..

2/1/17, 8:21 PM

Tim Ketter (8434552960)

Like we selling seafood persay..but yet we keep it seperate?

2/1/17, 8:22 PM
Wade Long's iPhone (+18434580231)

Yes I've been checking into it I'm hoping we can do that . I will know by Monday for sure

2/1/17, 8:23 PM (Viewed 2/1/17, 8:25 PM)

Tim Ketter (8434552960)

Hope so..be a hell of a lot easier..less cost..

PLAINTIFF'S EXHIBIT
7

2/1/17, 8:24 PM (Viewed 2/1/17, 8:25 PM)

Tim Ketter (8434552960)

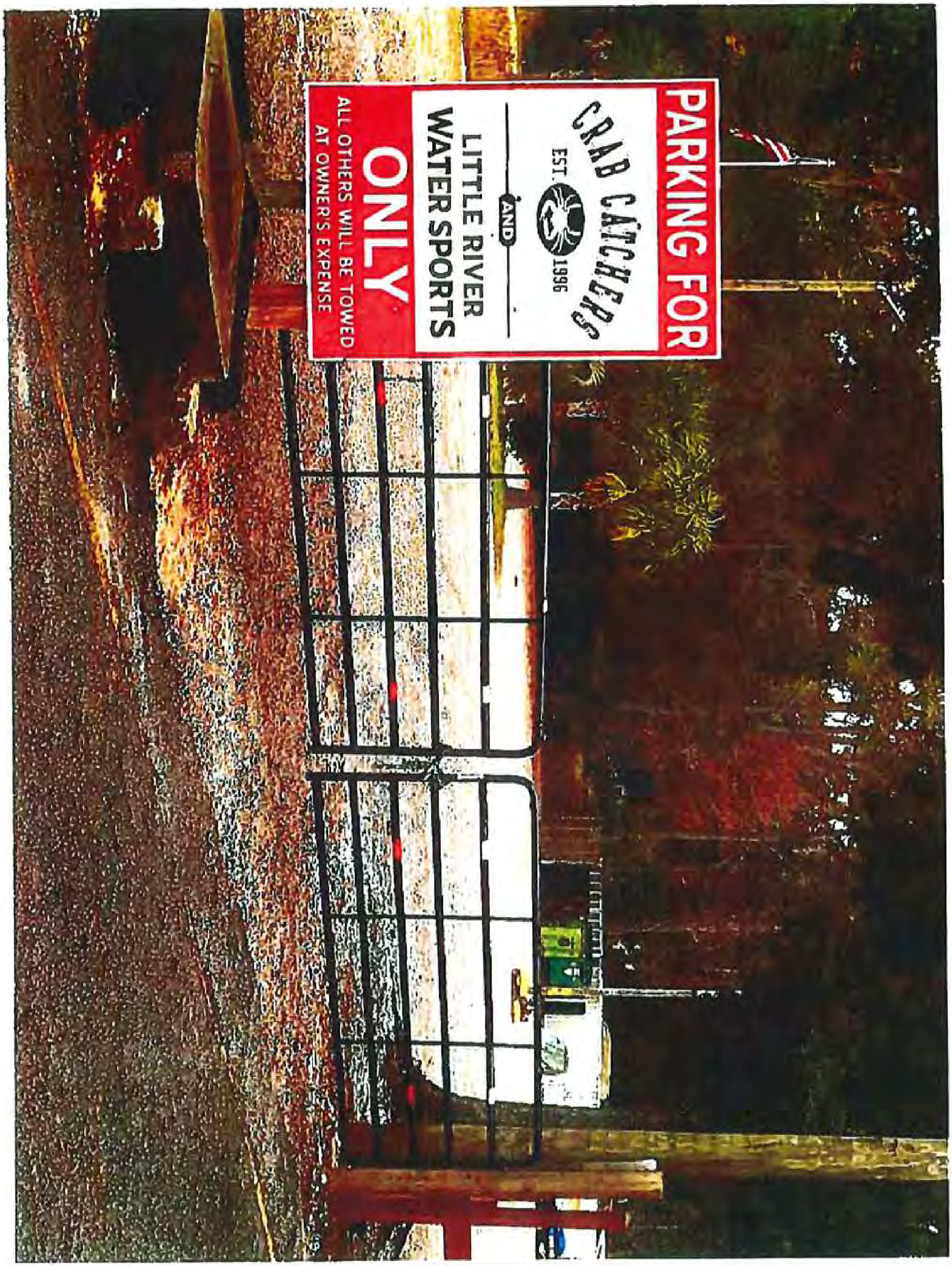
We can use Crab Catchers for anything that we need

2/1/17, 8:31 PM
Wade Long's iPhone (+18434580231)

Yes for sure .

Paint list thing u need

4. 4" Roller frames



PLAINTIFF'S
EXHIBIT
4
R-1738

Plf LONG 00961

4/29/16, 1:31 PM (Viewed 4/29/16, 3:32 PM)

Tim Ketter (8434552960)

We get caught and stopped..if we do.I get my money back..deal?

5/1/16, 8:13 PM

Tim Ketter (8434552960)

Maybe we should check on what we have to do to sell the fuel..u have any idea?Research at all?

5/1/16, 8:14 PM

Wade Long's iPhone (+18434580231)

Not at all but I'll check in to it and see can we

5/2/16, 2:03 PM

Tim Ketter (8434552960)

All level and done man..awesome..thanks

5/2/16, 2:04 PM

Wade Long's iPhone (+18434580231)

I'm on way there I hastily take Lindsey some food

5/2/16, 5:00 PM (Viewed 5/2/16, 5:01 PM)

Tim Ketter (8434552960)

I bought both machines..they can do either yogurt or soft serve ice cream..guy will keep them in storage until use

5/2/16, 5:01 PM

Wade Long's iPhone (+18434580231)

Man that is awesome !!!!

5/2/16, 5:04 PM

Tim Ketter (8434552960)

a start

5/2/16, 5:05 PM

Wade Long's iPhone (+18434580231)

Yes it is Tim I so excited I can Harley sleep at night thinking about the big picture the master plan ..

5/2/16, 5:07 PM (Viewed 5/2/16, 5:15 PM)

Tim Ketter (8434552960)

It will happen man...be a hell helluva team..fun and prosperous..future for our childeren in the making as well

5/2/16, 5:19 PM

Wade Long's iPhone (+18434580231)

That's is great and I can't thank you enough for including me to be a part . I'm very blessed and I think you from the bottom of my heart. Your a good man and a dear friend . We're going to rock it out .

5/3/16, 4:03 PM (Viewed 5/3/16, 4:04 PM)

Tim Ketter (8434552960)

Maybe just explain to them the communication mix up if they ask why the tank was already intstalled..If we show and explain to them..the proof is there..it was confusion and a mistake

5/3/16, 4:04 PM

Wade Long's iPhone (+18434580231)

That what I'll do I think it will be ok

5/3/16, 4:05 PM

Tim Ketter (8434552960)

nk so too..a fuck up..we admit it..

PLAINTIFF'S EXHIBIT 9

tabbies

5/29/16, 10:34 AM
Wade Long's iPhone (+18434580231)

www.albanycountyfasteners.com

5/29/16, 10:34 AM

Tim Ketter (8434552960)

Thanks..

5/29/16, 10:34 AM
Wade Long's iPhone (+18434580231)

Yep

6/1/16, 12:00 PM (Viewed 6/1/16, 5:50 PM)

Tim Ketter (8434552960)

Talked to Doc about everything..he said do whatever I want..cause it's mine.also told him you and I are partnering up on the project.haven't heard from surveyor.

6/1/16, 5:50 PM
Wade Long's iPhone (+18434580231)

Ok sounds great

6/2/16, 8:36 AM (Viewed 6/2/16, 8:37 AM)

Tim Ketter (8434552960)

Surveyor called..he'll have everything ready when I get back..combining all lots..said it probably take up to 3 weeks depending how busy the county is.

6/2/16, 8:40 AM
Wade Long's iPhone (+18434580231)

Ok sounds good I'm going to try to get it done were we talked about putting tank at . If it's a problem we will have to just wait 3 weeks I'll know today sometime

Have a safe trip me and Jose will go get your tractor in morning and bring it back if that's ok once he gets his stuff done at cc first

6/2/16, 8:45 AM (Viewed 6/2/16, 9:33 AM)

Tim Ketter (8434552960)

Thanks..that works

6/2/16, 12:08 PM (Viewed 6/2/16, 12:22 PM)

Tim Ketter (8434552960)

I called the surveyor..filled him in that were a joint venture/business..gave him your name and that you would be contacting him..told him what was needed and situation..his name is Harry Bruton..I'll send number for u.

PLAINTIFF'S EXHIBIT
tabbies
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6/2/16, 12:09 PM (Viewed 6/2/16, 12:22 PM)

Tim Ketter (8434552960)

843-281-8822

6/10/16, 6:03 PM (Viewed 6/10/16, 6:12 PM)

Tim Ketter (8434552960)

Good work on everything when I was gone..awesome!!

6/10/16, 6:12 PM
Wade Long's iPhone (+18434580231)

Thanks we will get it done!!!

6/13/16, 9:34 AM (Viewed 6/13/16, 10:33 AM)

Tim Ketter (8434552960)

Another thing that will hurt Chris...he has no parking

6/13/16, 10:33 AM
Wade Long's iPhone (+18434580231)

Yes your right

5/24/17, 6:25 PM
Wade Long's iPhone (+18434580231)

And Friday meet with insurance man?

5/24/17, 7:06 PM (Viewed 5/24/17, 7:07 PM)

...n Ketter (8434552960)

Waiting on Ivy material quote and Mark labor costs to get idea of value.. haven't received either ..told them to email me them suppose to meet with my insurance guy from Crabbies at 8..Than I got Blakely end of school program at 10:30..Confrence call with loan guy in afternoon tomorrow about loan structure...Might be hard to meet tomorrow.

5/24/17, 7:12 PM
Wade Long's iPhone (+18434580231)

Ok we can next week . I got all of that stuff for dock . I can come down in morning . That what I worked on all last week meeting with Irvy and Mark . I got the labor cost and material cost . Only thing waiting on now is Paul with electric cost . I got to load truck in the morning at 7:30 I'll see u. Can I set meeting up for Tuesday or Monday morning?

5/24/17, 7:28 PM

Tim Ketter (8434552960)

Oh..Ivy told me had just got list from you this morning..told me he would have it to me today..but good..yea bring it all..Monday Memorial Day..so Tuesday

5/24/17, 7:32 PM
Wade Long's iPhone (+18434580231)

Oh ok . I gave him a list today to compare price to his I got us 2nd quote from Guy c lee to make sure Irvy prices were good . I Save us another 3,000 on the list Ivey was great on all the prices but out of line on two items but we're good now he said he would match them.

5/24/17, 7:33 PM
Wade Long's iPhone (+18434580231)

Enjoy your night I'll see u in morning. Thanks Tim

5/25/17, 9:19 AM (Viewed 5/25/17, 9:21 AM)

. Ketter (8434552960)

Good meet this morning..Crabbies is looking at beer trailer and food cook trailer to build for tournaments and our own festivals..we got extra money..think it's a good idea

5/25/17, 9:25 AM
Wade Long's iPhone (+18434580231)

Yes That's a great plan Tim I'm ready for it . We're going to have a great time and enjoy doing it . Thanks for all

5/25/17, 9:39 AM (Viewed 5/25/17, 9:48 AM)

Tim Ketter (8434552960)

Need a couple items for insurance quote..projected fuel sales number for a year..also projected dockage rental fees for year..thanks

5/25/17, 9:49 AM
Wade Long's iPhone (+18434580231)

Ok I'll get right in it .
Do u want high side or lower side of sales.

5/25/17, 9:53 AM
Wade Long's iPhone (+18434580231)

Dockage Rental Income Per. Year =$ 60,000 -75,000

Diesel Fuel Sales Per. Year
$350,000- 375,000 gross sale
This is a safe number

5/25/17, 9:55 AM (Viewed 5/25/17, 9:56 AM)

..n Ketter (8434552960)

..ellent...thanks

PLAINTIFF'S EXHIBIT 11

tabbies

COMMERCIAL LOAN APPLICATION

IMPORTANT APPLICANT INFORMATION: Federal law requires financial institutions to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

☒ New
☐ Refinance/Consolidation
☐ Renewal/Extension (No New Advances)
☐ Renewal with New Advance
☐ Other Modification (Explain)

☒ Joint application (Identify other applicants) TNT & More, Inc. D/B/A Crab Catchers On

Loan Number(s), Balance, and Lender's Name:
208001,1100000.00, United Community Bank

To:
United Community Bank
3210 Hwy 701 Bypass
Loris, SC 29569

For Internal Use Only

Date Received 07/25/2017 By Michelle N. Brown
Action Taken: ☒ Approved ☐ Declined ☐ Rejected
Date Reviewed ______ By Michelle N. Brown
Action Taken: ☒ Approved ☐ Declined ☐ Rejected
Date Notified ______ By ______
Notification Sent: ☐ In Person ☐ Telephone ☐ Letter

1. LOAN APPLICANT. Loan Applicant General Information.

Legal Name
TNW And More, LLC, TNT & More, Inc. D/B/A

Organizational Form, Where and When Organized (ex., Corporation, Delaware, 1984)
Limited Liability Company, South Carolina, July 11, 2016

☐ Franchise, in full force and without defaults, with (Name of Franchiser)

Name(s) of Affiliated Entities

Current Tradename(s)

Other Tradenames Used in Last 10 Years

Local Address
3522 Golf Ave
Little River, SC 29566

Phone No:
Fax No:

Principal Executive Office Address

Phone No:
Fax No:

Tax Identification Number
81-3195334

Nature of Business

NAICS Code
812990, 0

Principals' Names, Addresses, Position Titles, Social Security Numbers and Date of Birth - (for individuals only)

Accountant Name, Address, and Phone Number

Financial Statements. (Check all that apply and attach statements to this application.)
Fiscal Year ______ Calendar Year ______
☐ Financial Statements covering ______ to ______
☐ Accounts Receivable Schedule covering ______ to ______
☐ Inventory Schedule covering ______ to ______
☐ Income Tax/Informational Returns for tax years ______
☐ Other (Specify) ______

Other Statements. (Check all that apply and attach statements to this application.)
☐ Business Plan dated ______
☐ Project Plans & Specifications ☐ Project Budget dated ______
☐ Franchise Agreement, FTC Franchiser Disclosure Statement
☐ List of outstanding judgments or threatened lawsuits, arbitration, or other proceeding against loan applicant.
☐ Other (Articles of Incorporation, Resolutions, etc.) ______

PLAINTIFF'S EXHIBIT
tabbies
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LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
208001	TNW And More, LLC		11/29/17	408/MB
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
$1,100,000.00	First Phase - Not Applicable	First Phase - 4.600%	11/29/24	Commercial
	Second Phase - Not Applicable	Second Phase - 4.600%		
		Creditor Use Only		

PROMISSORY NOTE

(Commercial - Draw)

DATE AND PARTIES. The date of this Promissory Note (Note) is November 29, 2017. The parties and their addresses are:

LENDER:
UNITED COMMUNITY BANK
3210 Hwy 701 Bypass
Loris, SC 29569
Telephone: (910) 653-3222

BORROWER:
TNW AND MORE, LLC
a South Carolina Limited Liability Company
3522 Golf Ave
Little River, SC 29566

TNT & MORE, INC.
a South Carolina Corporation
D/B/A Crab Catchers On The Waterfront
4474 Waterfront Dr
Little River, SC 29566

1. DEFINITIONS. As used in this Note, the terms have the following meanings:

A. Pronouns. The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.

B. Note. Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.

C. Loan. Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.

D. Loan Documents. Loan Documents refer to all the documents executed as a part of or in connection with the Loan.

E. Property. Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.

F. Percent. Rates and rate change limitations are expressed as annualized percentages.

G. Dollar Amounts. All dollar amounts will be payable in lawful money of the United States of America.

2. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, amounts advanced from time to time under the terms of this Note up to the maximum total principal balance of $1,100,000.00 (Principal), plus interest from the date of disbursement, on the unpaid outstanding Principal balance until this Note is paid in full and you have no further obligations to make advances to me under the Loan.

On November 29, 2017 I will receive an initial advance of $275,170.17.

All advances made will be made subject to all other terms and conditions of the Loan.

3. INTEREST. Interest will accrue on the unpaid Principal balance of this Note during the first phase at the rate of 4.600 percent (Interest Rate) until November 29, 2018. After that time, interest will accrue on the unpaid Principal balance during the second phase at a rate of 4.600 percent.

A. Post-Maturity Interest. After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.

B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by applicable law. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. Statutory Authority. The amount assessed or collected on this Note is authorized by the South Carolina usury laws under S.C. Code Ann. §§ 37-3-605, 37-3-105 and 37-10-101 et. seq.

D. Accrual. Interest accrues using an Actual/360 days counting method.

4. ADDITIONAL CHARGES. As additional consideration, I agree to pay, or have paid, these additional fees and charges.

A. Nonrefundable Fees and Charges. The following fees are earned when collected and will not be refunded if I prepay this Note before the scheduled maturity date.

Processing Fee. A(n) Processing Fee fee of $250.00 payable from separate funds on or before today's date.

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Loan Origination. A(n) Loan Origination fee of $5,500.00 payable from separate funds on or before today's date.
Flood Insurance Determination Charge. A(n) Flood Insurance Determination Charge fee of $14.00 payable from separate funds on or before today's date.

5. REMEDIAL CHARGES. In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

A. Late Charge. If a payment is more than 10 days late, I will be charged 5.000 percent of the Unpaid Portion of Payment. I will pay this late charge promptly but only once for each late payment.

B. Returned Check Charge. I agree to pay a fee not to exceed $5.00 for each check, negotiable order of withdrawal or draft I issue in connection with the Loan that is returned because it has been dishonored.

6. GOVERNING AGREEMENT. This Note is further governed by the Commercial Loan Agreement executed between you and me as a part of this Loan, as modified, amended or supplemented. The Commercial Loan Agreement states the terms and conditions of this Note, including the terms and conditions under which the maturity of this Note may be accelerated. When I sign this Note, I represent to you that I have reviewed and am in compliance with the terms contained in the Commercial Loan Agreement.

7. PAYMENT. I agree to pay this Note in 84 installment payments. During the first phase of the Loan I will make 12 payments of accrued interest beginning December 29, 2017, and then on the 29th day of each month thereafter, until November 29, 2018.

Then, I agree to make 72 installment payments during the second phase of the Loan. The second phase of this Note is amortized over 240 payments. I will make 71 payments of $7,068.28 beginning on December 29, 2018, and on the 29th day of each month thereafter. A single "balloon payment" of the entire unpaid balance of Principal and Interest will be due November 29, 2024.

Payments will be rounded to the nearest $.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Note will be applied first to interest that is due, then to principal that is due, and finally to late charges that are due. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

8. PREPAYMENT. I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

9. LOAN PURPOSE. The purpose of this Loan is Real Estate Improvement.

10. SECURITY. The Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name	Parties to Document	Date of Security Document
Mortgage - 4474 Waterfront Dr, Little River, SC 29566	TNT & More, Inc.	11/29/2017
Mortgage - 1.5 ACRES LOCATED ADJACENT TO 4474 WATERFRONT DR, LITTLE RIVER, SC 29566	TNW And More, LLC	11/29/2017

11. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

12. DUE ON SALE OR ENCUMBRANCE. You may, at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

13. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers By Borrower. In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take; and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

(1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property securing this Note.

(4) You, or any institution participating in this Note, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

(7) I agree that you may inform any party who guarantees this Loan of any Loan accommodations, renewals, extensions, modifications, substitutions or future advances.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

14. COMMISSIONS. I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

15. APPLICABLE LAW. This Note is governed by the laws of South Carolina, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

16. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

17. AMENDMENT, INTEGRATION AND SEVERABILITY. This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth In Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property or if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

18. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

19. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

20. CREDIT INFORMATION. I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

21. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

22. SIGNATURES. By signing under seal, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

Signed, sealed, and delivered:

BORROWER:

TNW And More, LLC

By [signature] Date 11/29/17 (Seal)
Timothy Kettner, Manager

By [signature] Date 11/29/17 (Seal)
Thomas Wade Long, Member

TNT & More, Inc.

By [signature] Date 11/29/17 (Seal)
Timothy Kettner, President

#208001

Instrument#: 2017000139116, MTG BK: 5941 PG: 2631 DOCTYPE: 002 11/30/2017 at 02:23:34 PM, 1 OF 13 MARION D. FOXWORTH III, HORRY COUNTY, SC REGISTRAR OF DEEDS

Space Above This Line For Recording Data

This document was prepared by

MORTGAGE

(With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is November 29, 2017. The parties and their addresses are:

MORTGAGOR:
TNT & MORE, INC.
A South Carolina Corporation
D/B/A Crab Catchers On The Waterfront
4474 Waterfront Dr
Little River, SC 29566

LENDER:
UNITED COMMUNITY BANK
Organized and existing under the laws of Georgia
3210 Hwy 701 Bypass
Loris, SC 29569

1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.

A. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey and mortgage to Lender, the following described property:

SEE EXHIBIT A

The property is located in Horry County at 4474 Waterfront Dr, Little River, South Carolina 29566.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber including timber to be cut now or at any time in the

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future, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed $1,100,000.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument. Interest under the Note will be deferred, accrued or capitalized; however, Lender will not be required to defer, accrue or capitalize any interest except as provided in the Note.

4. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 208001, dated November 29, 2017, from TNW And More, LLC and TNT & More, Inc. (Borrower) to Lender, with a loan amount of $1,100,000.00 and maturing on November 29, 2024.

B. Future Advances. All future advances from Lender to TNW And More, LLC and TNT & More, Inc. under the Specific Debts executed by TNW And More, LLC and TNT & More, Inc. in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to TNW And More, LLC and TNT & More, Inc. either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All Debts. All present and future debts from TNW And More, LLC and TNT & More, Inc. to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

D. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

5. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

6. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

7. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

9. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

10. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

11. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

A. A beneficial interest in Mortgagor is sold or transferred.

B. There is a change in either the identity or number of members of a partnership or similar entity.

C. There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

12. **WARRANTIES AND REPRESENTATIONS.** Mortgagor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

A. **Power.** Mortgagor is duly organized, and validly existing and in good standing in all jurisdictions in which Mortgagor operates. Mortgagor has the power and authority to enter into this transaction and to carry on Mortgagor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Mortgagor operates.

B. **Authority.** The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.

C. **Name and Place of Business.** Other than previously disclosed in writing to Lender, Mortgagor has not changed Mortgagor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve Mortgagor's existing name, trade names and franchises.

13. **PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious

weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

14. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

15. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

16. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. Mortgagor or Borrower fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Business Termination. Mortgagor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.

N. Insecurity. Lender determines in good faith that a material adverse change has occurred in Borrower's financial condition from the conditions set forth in Borrower's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

17. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

At any time after default (whether before or after judgment), Lender may take possession of any collateral for the loan or obtain the appointment of a receiver pursuant to SC Code §15-65-10, et seq. or otherwise as permitted by law. Any receiver shall be vested with all of the powers, rights and duties of receivers generally. Lender or any receiver may collect any rents and profits from the collateral and may rent, sell, operate or manage the collateral without notice to Mortgagor or any other party (Mortgagor waives any right to notice) and without consideration of the value of the collateral or Mortgagor's solvency. All amounts collected by Lender or the receiver shall, after the expenses of taking possession, renting, selling, operating and managing (and of any receivership), be applied to payment of the loan. If Lender should take possession or if a receiver should be appointed or if there should be a sale of the collateral, Mortgagor, or any person in possession of the collateral, shall become a tenant at will of Lender, the receiver or the purchaser and may be removed by a writ of ejectment, summary ejectment or other lawful remedy.

18. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect, valuate, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

20. CONDEMNATION.. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

22. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights relating to the Property.

24. FIXTURE FILING. Mortgagor gives to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument constitutes a financing statement and is to be recorded in the real estate records.

25. PERSONAL PROPERTY. Mortgagor gives to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term Property). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

26. APPLICABLE LAW. This Security Instrument is governed by the laws of South Carolina, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

27. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

28. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

29. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

30. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

TNT & More, Inc.

By ______________ Date 11/29/17 (Seal)
Timothy Kettner, President

______________ Date 11/29/17
(Witness)

______________ Date 11/29/17
(Witness)

ACKNOWLEDGMENT.
State OF South Carolina County OF Horry ss.
I, Roger Wray Jr., a notary public, do hereby certify that Timothy Kettner - President of TNT & More, Inc., a Corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal this 29th day of November, 2017.

Signature of Notary Public
Roger Wray Jr
My commission expires: 7/6/21

Exhibit "A"

Tax Map # 131-03-05-043

ALL AND SINGULAR, all that certain piece, parcel or lot of land, situate, lying and being in Little River Township, in the County and State aforesaid, containing 0.158 acres, more or less, and being more particularly described as follows:

BEGINNING at the iron O located on the southeastern corner of LOT 9, being the point of beginning and thence traveling South 30 degrees 30 feet East to the Southwestern corner of Bryan Street and Waterfront Drive (a/k/a Wharf Avenue). Thence, turning in a westerly direction along the mean high tide line of the salt marsh to the southwestern corner of LOT 10, thence turning South 78 degrees 14 feet 38 inches West along the Southern boundary lines of LOT 10 and LOT 9 to the point of BEGINNING.

Said property being bounded on the North by Lots 9 and 10, East by Bryan Street, South and West by the salt marsh along the Intracoastal Waterway and also includes accreted land. ?

Said property is identified as 40 feet road along the Southern boundary lines of Lot 9 and Lot 10, as shown on that certain survey of the W. L. Subdivision of Little River, South Carolina by S. D. Cox dated August 30, 1920 and recorded in Plat Book 1 at Page 37, Office of the Register of Deeds for Horry County, South Carolina. Said property is also shown as 0.158 acres more or less, on that certain survey by C.B. Berry, R.L.S. prepared for Wayne and Karen Sue Henderson and dated September 23, 1997.

SUBJECT to the Notice of Restriction, that all activities on or over and all uses of any submerged land or other critical areas are subject to the jurisdiction of the South Carolina Department of Health and Environmental Control, including, but not limited to the requirement that any activity or use must be authorized by the South Carolina Department of Health and Environmental Control. Grantee(s) are liability to the extent of his ownership for any damages to, any inappropriate or unpermitted uses of, and any duties or responsibilities concerning any submerged land, coastal waters or any other critical areas.

Said property is also SUBJECT to the life estate of Karen Sue Henderson and James Wayne Faircloth.

Derivation: This being the identical property conveyed to TNT and More, Inc. by deed of Sourdough, LLC dated November 20, 2015 and recorded December 17, 2015 in Book 3878 at Page 3376 in the Office of the Register of Deeds for Horry County, South Carolina.

Tax Map #131-03-03-013

All and singular, all that certain piece, parcel or tract of land, situate, lying and being in Little River Township, County of Horry, State of South Carolina, and being shown and designated as 1.23 +/- as shown on Recombination Plat creating Lots 35 thru 39 Combined W.L. Bryan Property ?Subdivision +/- 53,337 Sq. Ft.- 1.23 Acres Total, recorded February 15, 2013 in Plat Book 257 at Page 27, Office of the Register of Deeds for Horry County, South Carolina.

Derivation: This being the identical property conveyed to TNT and More, Inc., by deed of Timothy D. Kettner dated September 15, 2017 and recorded September 15, 2017 in Deed Book 4043 at Page 790 in the Office of the Register of Deed for Horry County, South Carolina.

Tax Map #131-03-05-024

All and singular, all that certain piece, parcel or tract of land situate, lying and being in the County of Horry, State of South Carolina, Little River Township, Village of Little River, designated as Parcel ?C? of lands formerly of Vance Kinlaw shown on a map prepared by S.D. Cox, Jr., R.L.S., dated the 13th day of February 1962, and recorded in the Office of the Clerk of Court for Horry County in Plat Book 39 at Page 55, including all docks, piers, pilings, slips, and other improvements thereon and/or extending therefrom near, into and also all docking rights and dock and improvement permits relating thereto.

Derivation: This being the identical property conveyed to TNT and More, Inc. by deed of Willie S. Smith, Trustee dated September 21, 2009 and recorded September 24, 2017 in Book 3422 at Page 228 in the Office of the Register of Deeds for Horry County, South Carolina.

Tax Map #131-03-03-019

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in the County and States aforesaid, Little River Township, Horry County, South Carolina, and being more particularly described as LOT NINE (9) of the W. L. Bryan Subdivision at Little River, South Carolina, said lot being more particularly shown on that certain map by S. D. Cox dated August 30, 1920 and recorded in Plat Book 1 at Page 37, Horry County records.

For a more recent and up-to-date survey, reference is made to that certain plat prepared for Sourdough, LLC dated March 15, 1996 by Atlantic Land Surveying Co., Inc., Joel F. Floyd, RLS, referenced to which is made a part and parcel hereof.

Derivation: This being the identical property conveyed to TNT and More, Inc., by deed of Sourdough, LLC dated July 3, 2015 and recorded July 10, 2015 in Book 3835 at Page 924 in the Office of the Register of Deeds for Horry County, South Carolina.

Tax Map #131-03-03-018

All and singular, all that certain piece, parcel or lot of land situate, lying and being in the County and States aforesaid, Little River Township, Horry County, South Carolina, and being more particularly described as LOT TEN (10) of the W.L. Bryan Subdivision at Little River, South Carolina, said lot being more particularly shown on that certain map by S.D. Cox dated August 30, 1920 and recorded in Plat Book 1 at Page 37, Horry County records.

For a more recent and up-to-date survey, reference is made to that certain plat prepared for Sourdough, LLC dated March 15, 1996 by Atlantic Land Surveying Co., Inc., Joel F. Floyd, RLS, reference to which is made a part and parcel hereof.

Derivation: This being the identical property conveyed to TNT and More, LLC by deed of Sourdough, LLC dated July 3, 2015 and recorded July 10, 2015 in Book 3835 at Page 924 in the Office of the Register of Deeds for Horry County, South Carolina.

Tax Map #131-03-03-020

ALL AND SINGULAR, all that certain piece, parcel or tract of land, situate, lying and being in Little River Township, County of Horry, State of South Carolina and being shown and designated as 0.68 acre, more or less, TMS 131-03-03-020, as appears upon plat prepared for Sourdough, LLC by Atlantic Land Surveying Co., Inc., Joel F. Floyd, RLS, dated March 15, 1996, reference to which is made a part and parcel hereof.

A portion of the herein described property may contain submerged land and notice is hereby given that all activities on or over and all uses of the submerged land or other critical areas are subject to the jurisdiction of the Coastal Council, including but not limited to, the requirement that any activities or use must be authorized by the South Carolina Coastal Council. Any owner is liable to the extent of his ownership for any damages to, any inappropriate or unpermitted uses of, and any duties or responsibilities concerning any submerged land, coastal waters, or any other critical areas.

THIS CONVEYANCE is also made subject to the conditions and requirements of the permits issued by the U. S. Army Corps of Engineers and South Carolina Coastal Council.

Derivation: This being the identical property conveyed to TNT and More, LLC by deed of Sourdough, LLC dated July 3, 2015 and recorded July 10, 2015 in Book 3835 at Page 924 in the Office of the Register of Deeds for Horry County, South Carolina.

Tax Map #131-03-05-025

All and singular, that certain piece, parcel or lot of land, with the improvements situate thereon, lying and being in Little River Village, Little River Township, Horry County, South Carolina, shown and described on a map made for Donnie Mintz by C.B. Berry, R.L.S., dated August 10, 1972, reference to which said map is craved as forming a part and parcel thereof; and further, referencing the description found in that certain Contract of Sale from Donnie Mintz, Seller to Wayne Henderson, buyer, dated January 6th, 1981 and recorded in the records of Horry County in Deed Book 697 at Page 672.

Derivation: This being the identical property conveyed to TNT and More, Inc. by deed of Wayne D. Henderson and Karen Sue Henderson dated April 4, 2002 and recorded April 8, 2002 in Book 2468 at Page 647 in the Office of the Register of Deeds for Horry County, South Carolina.

HORRY COUNTY STATE BANK
CREDIT MEMORANDUM

BORROWER/GUARANTOR BACKGROUND: Crab Catchers property was originally a fish market for the fishing boats to dock and sell their fresh catch for the day retail to the customers. Tim Kettner had moved to the area and was facinated with the area and the daily operations of the market. So, 20 years ago, he and his sister and brother in law purchased the property. Tim moved into the small apartment upstairs and continued purchasing and selling the fresh fish from the fishermen, but he also started cleaning some of the fish and cooking them in the building and selling fresh fried fish to the customers. He hired Justine Vaitis as his waittress and she has been with him for approximately 20 years. In 2010, Tim bought out his sister and brother in law and owned the business 100%. He has since brought in his son, Donald and Justine as partners, Donald owning a 30% interest and Justine owning a 20% interest in the company. They have enlarged the building to include a seating area and added a large open deck outside with an upstairs open deck for eating. The business has grown from just a few on Saturdays at lunch to over 1,000 customers being served a day on the weekends. The restaurant and proposed property for development is located on the Little River, SC Waterfront. The location is a very popular location for not only locals, but also for tourists who are coming down for fishing and casino boat boarding. The M-Casino boat boarding and ticketing facility is located directly adjacent to Crab Catchers Restaurant. Crab Catchers is one of several restaurants on the waterfront in Little River, SC. The other restaurants that offer competition for Crab Catchers are Key West Crazy Restaurant, Capt. Juels Hurricaine Restaurant, and Patios Restaurant. Each of these restuarants specialize in different items, such as Capt. Juels specializes in sushi; Key West Crazy specializes in "bar food" such as wings, fish bites,etc., and Crab Catchers specializes in fresh fish cooked to order. Crab Catchers has both indoor and outdoor dining with bars at each place.

The business is purchasing the adjoining lot (3.56 acres) with some of the funds, as well as paying off two loans with Carolina Bank in the total amount of approximately $280,000, plus interest. This is also where they are constructing a new building to be used as an ice cream shop and a ticket building for jet ski rentals. Along with the new building, they are also lengthening the boat ramp for the restaurant and adding docs and floating docs for the jet skis. A complete breakdown of cost is attached. Based on a 1 year projection, the sales will increase as follows:

Jet skis	$367,200
Fuel sales	$117,000
Dockage	$48,000
Bulk Ice Sales	$20,000
Ice Cream Shop Sales	$90,000
Charter Boat Referral Program	$7,500
Total projected sales - one year	$649,700

PLAINTIFF'S EXHIBIT 15

tabbies

Based on a 3 year projection, the sales will increase as follows:

Jet skis	$1,377,000
Fuel Sales	$234,000
Dockage	$48,000
Bulk Ice Sales	$20,000
Ice Cream Shop Sales	$90,000
Charter Boat Referral Program	$7,500
Total projected sales - three years	$1,776,500

We will also be paying off two real estate loans against the real estate. These loans were for the purchase of the real estate adjoining the restaurant which makes up the whole parking area for the restaurant. One loan is with Carolina Bank and is in the amount of $149,077. The purchase price was $200,000 and the original loan amount was $160,000. The second loan is with Carolina Carolina National Bank and is in the amount of $131,000. The purchase price was $325,000. Both of these loan will be paid in full from the loan proceeds and UCB/HCSB will have a first lien on all of the real estate. Exact balances to be obtained at closing.

Business: Crab Catchers is a full service restaurant serving several different items of fresh caught seafood, as well as having a full service bar.

Industry: 722511 - Full Service Restaurant

Management Review: Tim Kettner is the owner and operator of the restaurant. Over the last 7 years, he has brought in his son, Donald, and his longtime employee, Justine Vaitis, as partners.

LOAN SUMMARY:

Collateral: First mortgage on 4474 Waterfront Drive, Little River, SC. Property is consists of a 3,070 SF Restaurant building located on a 0.28 acre site that is operated as Crab Catcher Restaurant, as well as a 3.56 acre tract located beside the restaurant. Horry County tax map parcel #'s are: 131-03-05-(023-025 &038 & 043) and 131-03-03-(013 & 018-020) and PINs 31109020008-0015 and 31108030080. Collateral to include Assignment of Leases and Rents and any UCC's required

Repayment: **Primary:** Business income

Secondary: Personal income from Guarantors

Tertiary: Sale of collateral

If the loan relationship is risk rated Substandard (7) or worse, complete the following section:

1. **Why would failure of HCSB to extend additional credit (either in the form of a renewal, extension, or further advance funds) would be detrimental to the best interests of HCSB?**

2. **How would HCSBs position be improved with the advance of additional funds?**

3. **Document the appropriate workout plan that has been developed and will be implemented in conjunction with the additional credit to be extended.**

Sources & Uses of Proposed Loan:

Sources	($000's)	Uses	($000's)
Cash	$96,500	Real Estate Equity	$244,923
Real Estate Equity	$244,923	Construction	896,500
Real Estate Equity		Construction	
Other		Developer Fee	
Loan Proceeds	$1,100,000	Other - Payoffs	300,000
Total	$1,441,423	Total	$1,441,423

If applicable, discuss Cash (has it been verified), Real Estate Equity, Construction Contract, Construction Budget, etc. Are we requiring cash equity injection upfront?

EXPERIENCE:

Loans: TCE = $1,100,000 See Breakdown Attached

Deposits:	Current Balance:	$xxM
	Average Ledger Balance:	$xxM
	DDA/MMA/Savings:	$xxM
	CD:	$xxM

Relationship:

Analyst to complete the following:

I. **Loan Request(s)**

The request is proposed to use the existing restaurant know as Crab Catchers and the previously purchased adjacent lot of 3.56 acres. Our collateral is located at 4474 Waterfront Drive, Little River SC 29566 on the intercostal waterway. The adjacent land was purchased from Sourdough, LLC for $200,000 as vacant land only on July 2, 2015. The adjacent land is currently being used for parking for customers of Crab Catchers and charging non customers $5.00 to park that choose to eat at other restaurants located in nearby facility. The project appraised for $1,760,000 by EF Hucks on 11/28/2016 reviewed by UCB with value of $1.5mm and the borrower is requesting $1,100,000 giving us a LTV of 73.3%.

II. **Subject Property Description / Project Highlights**

- The current restaurant has 3,070 sf on the intercostal waterway in Little River. The existing building was constructed in 1960The adjacent lot contains 167,440 sf or 3.84 acres (2.34 acres of upland and 1.50 acres marsh)
- There are currently no rents in place for Crab Catchers as they operate out of the building they own. No rents paid are shown through the operating company. Based on Market comparisons the annual rent for this property would be $126,000 annually FOR Crab Catchers and $34,100 for the proposed Ice Cream Shop & Jet Ski Operations.
- Zoning requires 1 parking space per 100 sf of indoor space and 150 sf of outdoor space for restaurants. The subject property would require 43 parking spaces. As built, the subjects use would be legally non-conforming due to FEMA current requirement. Unless the land area within the assignment is considered as one, the subject restaurant would be non-conforming due to parking shortage.
- The tables shown are the projected development expenses and development costs of the project. Based on projections the borrower will be putting $96,500 cash equity into the deal or 8.77%. With including the equity that has been paid down on the loans from Carolina Bank totaling $$244,923, the total capital contributed to the project is 24%. This is above the 15% requirement of capital required into the project to avoid HVCRE. https://www.fdic.gov/regulations/capital/capital/faq-hvcre.pdf
- Based on the projected sales figures prepared by the borrower the first year sales are to be $649,700. The projected expenses annually prepared by the borrower are $102,500.

  In addition the borrower has requested an additional $300,000 to pay off additional loans, and using the appraised value of collateral of $1,500,000 giving the bank a LTV of 73%.

PROJECTED EXPENSES	
ELECTRIC	$6,000
INSURANCE	$12,000
PAYROLL & TAXES	$60,000
LICENSES & CPA FEES	$2,500
MARKETING	$20,000
PHONE	$2,000
TOTAL	$102,500

	DEVELOPMENT COSTS		
LAND		$150,000	
ICE CREAM SHOP/ TICKET BUILDING		$140,000	
METAL STORAGE BUILDING		$200,000	
DOCKS		$85,000	
FLOATING DOCKS FOR JET SKIS		$24,000	
JET SKI EQUIPMENT		$115,000	
FUEL TANK & HOSE REEL		$18,000	
ICE / COOLER / FREEZER / ICE CREAM		$40,000	
PARKING LOT STOPS		$4,500	
MARKETING / WEBSITE DEVELOPMENT		$20,000	
MISC EQUIPMENT		$100,000	
	TOTAL	$896,500	

III. Property Financial Analysis

TNT & Moore Inc			
Ratio	12/31/2015 (2015 Tax Return)	12/31/2016 (2016 Tax Return)	12/31/2017 (Annualized)
EBITDA After Dividends	$233,858	$257,550	$322,185
Estimated Debt Service	$84,682	$84,682	$84,682
Discretionary Cash Flow	$149,176	$172,868	$237,503
EBITDA After Dividends To Current Debt Service	2.76	3.04	3.8

Loan Request Form ($1100000))

significant growth of approximately 67.32% from 1996 to 2015. Tourism is the major industry along the Grand Strand with an estimate of over 16 million in visitors annually.

Subject Property Site Visit Findings: Date of visit by Credit Administration 07/27/2017 show restaurant in good condition and adjacent property has been cleared besides a small house in-between adjacent lot and restaurant that Bank Officer indicates will be removed

Crab Catchers			
Ratio	12/31/2015	12/31/2016	12/31/2017
Global Total Income	$313,534	$554,149	$547,262
Global Total Debt Service Termed out	$202,757	$202,757	$202,757
Global Discretionary Cash Flow	$110,777	$351,392	$344,505
Global Debt Service Coverage Ratio	1.55	2.73	2.70

PSOR Assessment: Increase in revenue from Jet Ski and Ice Cream Stand

SSOR Assessment: Company cash flow post distributions of $547,262 covers company debt service of $91,343 at 5.99x DSC

Strengths:

- Long-time restaurant business
- Heavy local traffic throughout the year (non-seasonal)
- Good equity position in real estate
- Management succession plan (children)
- Positive net worth of guarantors
- 800+ credit scores of guarantors
- Positive cash flow
- $1mm Business Interruption Policy
- $1mm Life Insurance Policy in name of Timothy Kettner
- $500,000 Life Insurance Policy in name of Donald Kettner

Weaknesses:

- New project is projection driven
- Concerns on if borrower would be able to rebuild the building based on zoning and being in a flood zone on the marshes. If the building were destroyed by a hurricane or fire zoning indicates that any building being rebuilt would have to be 12 feet above the marsh land and the appraisal indicates that is a concern.

Banker to Provide

Mitigants to weaknesses:

- Debt service coverage is based upon current (historical) income levels with no benefit of newly projected income
- Borrower shall maintain adequate insurance to cover property if destroyed.

Recommendation:

Approval recommended as presented

Banker Name: Michelle Brown

Attachment Dated: 11/2/2017 Title: VP

Loan Request Form ($1100000))

OUTSTANDING LOANS
(as of mm/dd/yy)
($000'S)

Loan Request	Borrower	Loan No.	Type	Origination Date	Maturity Date	Amount	Balance	Coll. Value	Description of Collateral	LTV %	Cross Coll?	Risk Rate
NEW	Crab Catchers	TBD	LOC	TBD	TBD	1,100,000	TBD	1,500,000	First mortgage on 4474 Waterfront Drive Little River, SC. Property is consists of a 3,070 SF Restaurant building located on a 0.28 acre site that is operated as Crab Catcher Restaurant, as well as a 3.56 acre tract located beside the restaurant Horry County tax map parcel #'s are: 131-03-05-(023-025 &038 & 043) and 131-03-03-(013 & 018-020) and PINs 31109020008-0015 and 31108030080.	80%	No	3
			Type								Select	RATE
			Type								Select	RATE
			Type								Select	RATE
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			Type								Select	RATE
			Type								Select	RATE
			Type								Select	RATE

TOTAL

Loan Request Form (31100003))

*Note: Be sure to include **all** loans that are associated with the Borrower or Guarantor, including LOC's.*
****If Real Estate is Collateral be sure to discuss any Environmental Issues, Was a Phase I completed?

REVOLVING CREDIT FACILITY
(as of mm/dd/yy)
($000'S)

Note: *This table is **only** completed if a Revolving Credit Facility is outstanding (including Credit Cards).*

Borrower	Loan No.	Date Advanced	Date Mature	Loan Amount	Current Balance	Avail. Balance	High Bal	Low Bal	Date Paid Out

- Discuss any Loan Covenants

Loan Request Form ($1100000))

United Community Banks

LOAN POLICY EXCEPTION CHECKLIST

Borrower: Crab Catcher on the Waterfront DBA TNT & More, Inc.   Request Amount: 1,100,000

Branch #: 04   Branch Name: Tabor City   Resp Code: Officer Name: Michelle Brown

Instructions: Each numbered column below corresponds to the Loan Request Number located on the LAR. Place an X in the appropriate boxes within each numbered column below for each Loan Request on the LAR.

#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	Policy & Sub sct	Except Code	MAJOR POLICY EXCEPTIONS	COMPENSATING FACTORS FOR THIS EXCEPTION
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	05-15-55, 10-40-130	522	**Personal Guaranty** - Waiving one or more Limited or Unlimited Guarantees	
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	10-30-05	528	**Loan-To-Value (LTV)** - exceeds Bank limits for the type of loan and collateral	
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	10-35-00, 10-40-00, 10-55-00	534	**Loan Term** - Amortization and/or repayment structure does not comply with recommended policy standards for the loan product.	
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	05-15-150	540	**Financial Documentation** - is older than 12 months or altogether missing for one or more individuals or entities.	
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	05-15-130, 10-40-00	551	**Debt Service Coverage (DSC)** - does not meet recommended policy thresholds for the type of loan.	
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	10-25-05	546	**Environmental Due Diligence** - documentation is missing, outdated or inadequate based on the environmentally sensitive nature of the commercial property	

Loan Request Form (\$1100000))

☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	05-20-05	SIG	**House Limits:** Risk Ratings 5 or worse- TRC exceeds $22MM House limit or $15MM Project Limit	
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	05-15-05, 05-20-120	N/A	**Adverse Credit History** - Borrower/Guarantor has filed bankruptcy, had a partial or full charge-off, foreclosure or repossession within last 4 years. Provide justification for proposed approval.	
#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	**DETAIL OTHER POLICY OR PRUDENT UNDERWRITING EXCEPTIONS BELOW:**			
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐				
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐				
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐				
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐				
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐				
☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	**THIS LOAN MEETS ALL SIGNIFICANT POLICY REQUIREMENTS** *(You are indicating "No Exceptions" when box is checked)*			

CREDIT MEMORANDUM

	TYPE (RE/RLC/TERM) LOAN; LC NEW/RENEWAL NEW LOAN NO. (Current Risk Rate: _____ Proposed Risk Rate: 4) Banker: Michelle Brown #408
Borrower(s):	TNW and More, LLC and TNT & More, Inc. DBA Crab Catchers on the Waterfront . (6/30/17 Stated NW: $331,619.74;) Tax ID 58-2323907, NAICS 722410
Amount:	$1,100,000; Total Exposure: $1,100,000 (Loan amount subject to be less once exact payoffs have been obtained.)
Purpose:	Construction Line of Credit to be used for land purchase, construction and purchase equipment and inventory/reverting to term loan after 12 month period and payoff two current loans on the real estate
Guarantor(s):	Timothy Kettner (S.S. # 398-74-0268) (7/21/17 Stated NW: $4,566,838) Donald A. Kettner (S.S. # 394-98-9908) (7/20/17 Stated NW: $1,527,000) Justine R. Vailis (S.S. # 247-21-3173) (7/19/17 Stated NW: $300,000) Thomas Wade Long (S.S. # 245-41-3890) (9/14/17 Stated NW: $1,122,000)
CBI Score (s)	Borrower(s) Guarantor(s) Timothy Kettner 823 dated 7/27/17; Donald A. Kettner 815 dated 7/27/17; Justine R. Vailis no credit score due to no activity - dated 7/27/17; Thomas Wade Long 708 dated 9-18-17
LTV %/Basis:	73% of the reviewed appraised value by UCB appraisal department - $1,500,000 An MAI Appraisal Report dated 11/28/16 values the property @ $1,760,000 upon completion of all construction. Appraisal was prepared by E. F. Hucks & Associates, Inc.
LTV RE Property Code	09 Imp. Prop: Completed Comm'l prop
Security:	First mortgage on 4474 Waterfront Drive, Little River, SC. Property is consists of a 3,070 SF Restaurant building located on a 0.28 acre site that is operated as Crab Catcher Restaurant, as well as a 3.56 acre tract located beside the restaurant. Horry County tax map parcel #'s are: 131-03-05-(023-025 &038 & 043) and 131-03-03-(013 & 018-020) and PINs 31109020008-0015 and 31108030080. Collateral to include Assignment of Leases and Rents and any UCC's required.
Covenants:	1.20x post-distribution DSC; no additional debt covenant
Cross Collateral/Default:	No
Rate:	4.60% fixed
Term:	12 month draw down line of credit converting to 6 year (72 months) term on 13th month
Amortization:	20 years (240 months)
Payments:	Interest only payments for 12 month line of credit period, then approximately $7700 per month principal & interest payments for 84 months until maturity
Fees:	Origination: $5,500 Document Prep: Floating: $_____; Fixed: $250; Modification Fee: $_____
DSC/DTI:	Project 1.63x DSCR Company 3.80x DSCR Post Distribution Global 3.00x DSCR
DDA Requirement:	☐ None; ☒ Required ☐ New or ☐ Existing): $xxxM ; Prior to closing all accounts for TNT Moore dba Crab Catchers are to be moved over to UCBI. All business accounts for borrower are required to be maintained at UCBI throughout the life of the loan. This includes accounts for the Jet Ski, and ice cream stand project.
Pricing Exceptions:	☒ None; ☐ Explain:
Policy Exceptions:	☒ None; ☐ Explain: Condition: Property taxes to be paid through 2017 at or before closing.

United Community Bank

FTP rates as of 10/23/2017

Instructions: Blue Cells are Input Cells and the Yellow Cells have Drop Down boxes

Customer Name	
Date	
Fixed/Floating	Fixed
Existing Loan/Line Amounts	$0
New/ Renew Request Line/Loan Amount	$1,100,000
Avg Utilization %	100%
Origination Fee/Swap Fee	$2,000
Annual Line/Loan Fee	$0
Waived Settlement Service Cost	$0
Term of Line/Loan (Yrs)	7
Amortization	20 Yr Amortization
FTP Rate	2.46%
Prime/ 1M Libor Index	N/A
Obligor Rating	4
Loan to Value % (Use Predominant Collateral)	51-75%
Collateral Grade	3-CRE Owner Occupied
Facility Rating (Calculated based on Obligor, LTV % and Collateral Grade)	B
Approved Facility Rating (Discretionary Change)	
Credit Spread	2.46%
Total Line/Loan Rate	**4.92%**
Estimated Monthly Payment	**$7,211**

Deposits- Enter Expected Daily Balance of all *Existing Deposits*

DDA/NOW Avg Balance	$0
DDA/NOW FTP Earnings Rate	1.50%
DDA/NOW Rate Paid	0.02%
Money Market Avg Balance	$0
Money Market FTP Earnings Rate	1.12%
Money Market Rate Paid	0.15%
Savings Avg Balance	$0
Savings FTP Earnings Rate	1.47%
Savings Rate Paid	0.02%
Total Deposit Balance	**$0**
Total FTP Earnings Credit	**0.00%**
Total Avg Rate Paid	**0.00%**

Deposits- Enter Expected Daily Balance of all *New Deposits*

Do we have a Formal Deposit Agreement with this Customer?	Yes
DDA/NOW Avg Balance	$100,000
DDA/NOW FTP Earnings Rate	1.50%
DDA/NOW Rate Paid	0.02%
Money Market Avg Balance	$0
Money Market FTP Earnings Rate	1.12%
Money Market Rate Paid	0.15%
Savings Avg Balance	$0
Savings FTP Earnings Rate	1.47%
Savings Rate Paid	0.02%
Total Deposit Balance	**$100,000**
Total FTP Earnings Credit	**1.50%**
Total Avg Rate Paid	**0.02%**

Interest Income	$55,620
Interest Expense	$24,645
Net Interest Income	$30,975
Fee Income	$286
Total Revenue	$31,261

United Community Bank.

FTP rates as of 10/23/2017

Instructions: Blue Cells are Input Cells and the Yellow Cells have Drop Down boxes	
Risk Cost	$4,279
Origination Cost	$239
Servicing Cost- Fixed 0.5%	$550
Servicing Cost- Floating	$3,740
Servicing Costs	$4,290
Net Income After Tax	$13,721
Capital Required	9.00%
ROA- Target 1.25%	*1.25%*
ROE- Target 12.5%	*13.9%*

Relationship Manager: *Resp Code:*

Consider adding one of the following to the corresponding category above to achieve the ROA and ROE target:	
Credit Spread	0.00%
Origination Fee	$334
Annual Fee	$48
Existing DDA/NOW	*$3,225*
Existing Money Market	*$4,920*
Existing Savings	*$3,291*
New DDA/NOW	$3,225
New Money Market	$48
New Money Market	$4,920
New Savings	$48
New Savings	$3,291

Please provide more information if the loan above does not meet the ROA and/or ROE targets:

Note 208001 - TNW & MORE LLC

	Relationship	Date of Birth	Phone Number	Tax Identification
TNW & MORE LLC	Owner/Signer		**********	EIN **-*******

TNT & MORE INC DBA CRAB CATCHERS RESTAUR
79335 COUNTY HIGHWAY A
IRON RIVER WI 54847

Additional Relationships
Tax Name: TNW & MORE LLC
See Mailing Information

Loan To Date - Details

Date	Description	Transaction Amount	Principal	Interest
Feb 01, 2024	Payment - Extra To Principal	$5,033.61	$4,006.49	$1,027.12
Jan 24, 2024	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Jan 02, 2024	Payment - Extra To Principal	$5,033.61	$3,380.58	$1,653.03
Dec 28, 2023	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Nov 27, 2023	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Nov 27, 2023	Payment - Extra To Principal	$5,033.61	$4,182.88	$850.73
Oct 30, 2023	Payment - Extra To Principal	$2,024.67	$1,407.44	$617.23
Oct 24, 2023	Payment - Extra To Principal	$5,033.61	$2,453.95	$2,579.66
Sep 29, 2023	Payment - Extra To Principal	$2,024.67	$1,714.46	$310.21
Sep 26, 2023	Payment - Extra To Principal	$5,033.61	$2,130.64	$2,902.97
Aug 29, 2023	Payment - Extra To Principal	$2,024.67	$1,920.75	$103.92
Aug 28, 2023	Payment - Extra To Principal	$5,033.61	$1,390.09	$3,643.52
Jul 24, 2023	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Jul 24, 2023	Payment - Extra To Principal	$5,033.61	$3,816.05	$1,217.56
Jun 23, 2023	Payment - Extra To Principal	$5,033.61	$4,115.09	$918.52
Jun 22, 2023	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
May 26, 2023	Payment - Extra To Principal	$2,024.67	$1,708.68	$315.99
May 23, 2023	Payment - Extra To Principal	$5,033.61	$2,182.11	$2,851.50
Apr 26, 2023	Payment - Extra To Principal	$2,024.67	$1,812.99	$211.68
Apr 24, 2023	Payment - Extra To Principal	$5,033.61	$2,803.39	$2,230.22
Apr 03, 2023	Payment - Extra To Principal	$2,024.67	$961.43	$1,063.24
Mar 24, 2023	Payment - Extra To Principal	$5,033.61	$2,367.95	$2,665.66
Feb 27, 2023	Payment - Extra To Principal	$2,024.67	$1,380.00	$644.67
Feb 27, 2023	Payment - Extra To Principal	$5,033.61	$5,033.61	$0.00
Feb 21, 2023	Payment - Extra To Principal	$5,033.61	$2,339.99	$2,693.62
Feb 08, 2023	Automatic Late Charge	$251.68		
	Late Charge:	$251.68		
Jan 27, 2023	Payment - Extra To Principal	$2,024.67	$813.87	$1,210.80
Jan 19, 2023	Payment - Extra To Principal	$2,125.90	$0.00	$2,024.67
	Late Charge:	$101.23		
Jan 09, 2023	Automatic Late Charge	$101.23		
	Late Charge:	$101.23		
Dec 28, 2022	Payment - Extra To Principal	$5,033.61	$2,114.39	$2,919.22
Dec 01, 2022	Payment - Extra To Principal	$5,033.61	$3,800.14	$1,233.47

Date	Description	Transaction Amount	Principal	Interest
Nov 30, 2022	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Nov 01, 2022	Payment - Extra To Principal	$5,033.61	$3,568.34	$1,465.27
Oct 28, 2022	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Sep 30, 2022	Payment - Extra To Principal	$2,024.67	$1,915.37	$109.30
Sep 29, 2022	Payment - Extra To Principal	$5,033.61	$1,747.75	$3,285.86
Aug 30, 2022	Payment - Extra To Principal	$5,033.61	$4,306.31	$727.30
Aug 29, 2022	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Aug 05, 2022	Payment - Extra To Principal	$5,033.61	$3,851.73	$1,181.88
Jul 29, 2022	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Jul 07, 2022	Payment - Extra To Principal	$2,024.67	$1,803.07	$221.60
Jul 05, 2022	Payment - Extra To Principal	$5,033.61	$1,481.90	$3,551.71
Jun 03, 2022	Payment - Extra To Principal	$2,024.67	$1,691.05	$333.62
May 31, 2022	Payment - Extra To Principal	$5,033.61	$1,801.93	$3,231.68
May 02, 2022	Payment - Extra To Principal	$2,024.67	$1,689.72	$334.95
Apr 29, 2022	Payment - Extra To Principal	$5,033.61	$3,912.08	$1,121.53
Apr 19, 2022	Payment - Extra To Principal	$5,033.61	$1,553.06	$3,480.55
Apr 19, 2022	WAIVE LATE FEE	$251.68		
Apr 08, 2022	Automatic Late Charge	$251.68		
	Late Charge:	$251.68		
Mar 29, 2022	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Mar 01, 2022	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Mar 01, 2022	Payment - Extra To Principal	$5,033.61	$4,010.95	$1,022.66
Feb 02, 2022	Payment - Extra To Principal	$5,033.61	$3,658.35	$1,375.26
Jan 27, 2022	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Jan 03, 2022	Payment - Extra To Principal	$5,033.61	$3,531.03	$1,502.58
Dec 28, 2021	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Dec 03, 2021	Payment - Extra To Principal	$2,024.67	$1,568.74	$455.93
Nov 29, 2021	Payment - Extra To Principal	$5,033.61	$1,494.22	$3,539.39
Oct 29, 2021	Payment - Extra To Principal	$5,033.61	$3,505.00	$1,528.61
Oct 28, 2021	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Sep 28, 2021	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Sep 28, 2021	Payment - Extra To Principal	$5,033.61	$3,720.46	$1,313.15
Aug 30, 2021	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Aug 30, 2021	Payment - Extra To Principal	$5,033.61	$3,476.49	$1,557.12
Jul 30, 2021	Payment - Extra To Principal	$5,033.61	$4,619.52	$414.09
Jul 28, 2021	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Jul 09, 2021	Payment - Extra To Principal	$4,049.34	$2,381.62	$1,164.36
	Late Charge:	$503.36		
Jun 29, 2021	Payment - Extra To Principal	$5,033.61	$1,767.08	$3,266.53
Jun 01, 2021	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Jun 01, 2021	Payment - Extra To Principal	$5,033.61	$3,894.97	$1,138.64
May 05, 2021	Payment - Extra To Principal	$5,033.61	$2,827.54	$2,206.07
Apr 26, 2021	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Mar 30, 2021	Payment - Extra To Principal	$5,033.61	$3,871.87	$1,161.74
Mar 29, 2021	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Mar 03, 2021	Payment - Extra To Principal	$2,024.67	$1,788.19	$236.48
Mar 01, 2021	Payment - Extra To Principal	$5,033.61	$3,016.91	$2,016.70

Date	Description	Transaction Amount	Principal	Interest
Feb 12, 2021	Payment - Extra To Principal	$5,033.61	$2,891.63	$2,141.98
Feb 08, 2021	Automatic Late Charge	$251.68		
	Late Charge:	$251.68		
Jan 25, 2021	Payment - Extra To Principal	$2,024.67	$1,309.68	$714.99
Jan 19, 2021	Payment - Extra To Principal	$5,033.61	$1,923.56	$3,110.05
Jan 08, 2021	Automatic Late Charge	$251.68		
	Late Charge:	$251.68		
Dec 28, 2020	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Dec 07, 2020	Payment - Extra To Principal	$5,033.61	$2,508.44	$2,525.17
Nov 25, 2020	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Oct 30, 2020	Payment - Extra To Principal	$5,033.61	$2,560.02	$2,473.59
Oct 26, 2020	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Oct 08, 2020	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67
Sep 29, 2020	Payment - Extra To Principal	$5,033.61	$0.00	$5,033.61
Sep 03, 2020	Payment - Extra To Principal	$7,411.13	$5,033.61	$2,024.67
	Late Charge:	$352.85		
Aug 19, 2020	Regular Payment Extra to Principal	$5,033.61	$0.00	$5,033.61
Aug 14, 2020	Payment - Extra To Principal	$7,058.34	$0.00	$7,058.28
	Late Charge:	$0.06		
Aug 10, 2020	Automatic Late Charge	$352.91		
	Late Charge:	$352.91		
Mar 31, 2020	Payment - Extra To Principal	$7,058.28	$3,062.17	$3,996.11
Feb 27, 2020	Payment - Extra To Principal	$7,058.23	$3,775.66	$3,282.57
Jan 31, 2020	Payment - Extra To Principal	$7,058.28	$2,669.24	$4,389.04
Dec 26, 2019	Payment - Extra To Principal	$7,058.28	$4,119.62	$2,938.66
Dec 02, 2019	Payment - Extra To Principal	$7,058.28	$3,249.64	$3,808.64
Nov 01, 2019	Payment - Extra To Principal	$7,058.28	$3,114.04	$3,944.24
Sep 30, 2019	Payment - Extra To Principal	$7,058.28	$2,978.23	$4,080.05
Aug 28, 2019	Payment - Extra To Principal	$7,058.28	$3,830.97	$3,227.31
Aug 02, 2019	Payment - Extra To Principal	$7,058.28	$3,073.63	$3,984.65
Jul 01, 2019	Payment - Extra To Principal	$7,058.28	$2,812.38	$4,245.90
May 28, 2019	Payment - Extra To Principal	$7,058.28	$3,673.86	$3,384.42
May 01, 2019	Payment - Extra To Principal	$7,058.28	$2,909.50	$4,148.78
Mar 29, 2019	Payment - Extra To Principal	$7,058.28	$3,274.11	$3,784.17
Feb 27, 2019	Payment - Extra To Principal	$7,058.28	$3,515.69	$3,542.59
Feb 13, 2019	LP HAZ 208001 TNW & MORE LLC	$1,049.52	$1,049.52	
Jan 30, 2019	Payment - Extra To Principal	$7,058.28	$3,252.19	$3,806.09
Dec 31, 2018	Payment - Extra To Principal	$7,058.28	$2,606.18	$4,452.10
Nov 26, 2018	Payment - Extra To Principal	$4,277.01	$381.75	$3,895.26
Oct 31, 2018	Payment - Extra To Principal	$3,050.88	$0.00	$3,050.88
Oct 16, 2018	PRINCIPAL ADVANCE	$200,000.00	$200,000.00	
Oct 01, 2018	Payment - Extra To Principal	$3,152.57	$0.00	$3,152.57
Sep 04, 2018	Payment - Extra To Principal	$3,152.58	$0.00	$3,152.58
Aug 01, 2018	Payment - Extra To Principal	$3,050.87	$0.00	$3,050.87
Jun 25, 2018	Payment - Extra To Principal	$3,152.58	$0.00	$3,152.58
Jun 01, 2018	Payment - Extra To Principal	$3,050.88	$0.00	$3,050.88
Apr 30, 2018	Payment - Extra To Principal	$3,152.57	$0.00	$3,152.57

Date	Description	Transaction Amount	Principal	Interest
Apr 04, 2018	Payment - Extra To Principal	$2,591.41	$0.00	$2,591.41
Mar 14, 2018	PRINCIPAL ADVANCE	$100,000.00	$100,000.00	
Mar 14, 2018	PRINCIPAL ADVANCE	$100,000.00	$100,000.00	
Mar 08, 2018	Payment - Extra To Principal	$2,284.21	$0.00	$2,284.21
Jan 29, 2018	Regular Payment	$2,360.35	$0.00	$2,360.35
Dec 29, 2017	Payment - Extra To Principal	$2,284.21	$0.00	$2,284.21
Nov 29, 2017	NEW LOAN PROCEEDS	$595,882.95	$595,882.95	

The projected gross income based on Market Rents is $188,080 for both businesses with $40,757 in expenses for a Market NOI of $137,919. The Market NOI would cover the annual debt service of $84,682 at 1.63x DSC. The NOI of $137,919 would also cover the loan amount of $1,100,000 at a debt yield of 0.1253.

IV. Collateral/LTV Analysis

- The most recent appraisal was on 11/28/2016 with a completed land value of $1,760,000 based on Cost Approach. UCB reviewed and valued the property at $1.5mm. The land itself is valued at $750,000, which includes a value allocation of $90,000 for the marshland 1.50 acres.
- The concerns over this appraisal are how the property will be zoned and if there will be satisfactory parking.
- The Cap rate for compared to other restaurants in the area and national surveys for the restaurant only has a Cap Rate of 10%.
- Inspection by Credit Administration shows improvements of property gives value of the collateral in good condition.

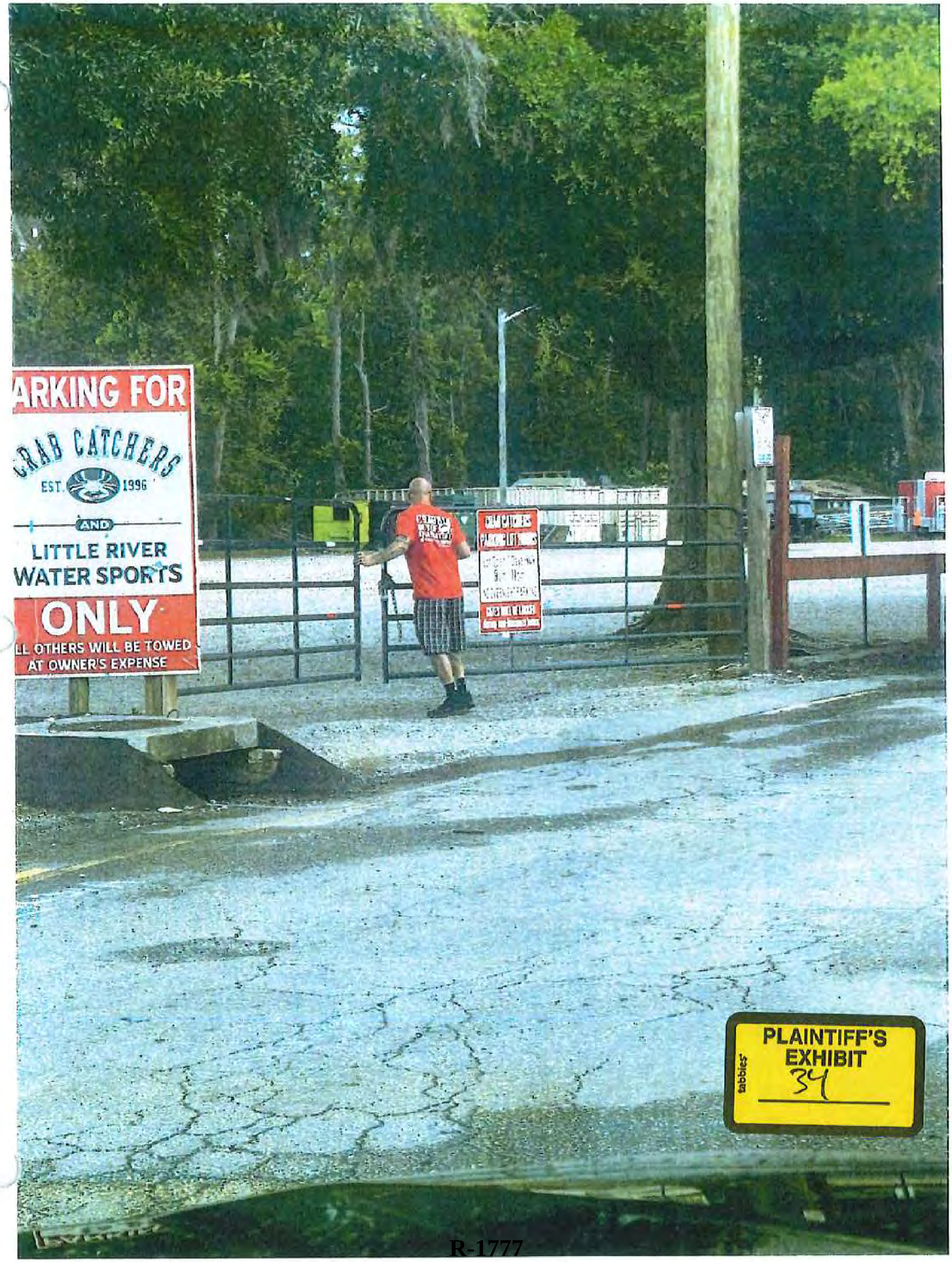
V. Sponsor/Guarantor Background and Financial Analysis

efore Debt Service:	**$333,295**	**$333,295**
Kettner, Tim	*$140,469*	*$140,469*
Vaitis, Justine	*$69,769*	*$69,769*
Kettner, Donald	*$86,361*	*$86,361*
LONG, THOMAS	*$36,696*	*$36,696*
stimated Debt Service:	**$133,880**	**$133,880**
Kettner, Tim	*$27,588*	*$27,588*
Vaitis, Justine	*$0*	*$0*
Kettner, Donald	*$45,984*	*$45,984*
LONG, THOMAS	*$60,308*	*$60,308*
iscretionary Cash Flow:	**$199,415**	**$199,415**
Service Coverage Ratio:	**2.49**	**2.49**
Kettner, Tim	*5.09*	*5.09*
Vaitis, Justine	--	--
Kettner, Donald	*1.88*	*1.88*
LONG, THOMAS	*0.61*	*0.61*
Debt to Income Ratio:	**0.40**	**0.40**
Kettner, Tim	*0.20*	*0.20*
Vaitis, Justine	*0.00*	*0.00*
Kettner, Donald	*0.53*	*0.53*
LONG, THOMAS	*1.64*	*1.64*

VI. Market Analysis

The Restaurant is located on the Intercostal Waterway that runs from New York to /Florida through the Grand Strand. The population along the Grand Strand has experienced

PLAINTIFF'S EXHIBIT 32



PLAINTIFF'S EXHIBIT 34

From: +18434552960 Tim
To: +18434553887 (owner)

Participant	Delivered	Read	Played
+18434553887		9/17/2020 8:46:44 PM(UTC-4)	

Status: Read

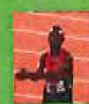
9/17/2020 8:46:17 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2701C1 (Table: message, handle; Size: 6639616 bytes)

EXHIBIT 4

From: +18434553887 (owner)

Attachments:



Title: tmp.gif
Size: 976733
File name: ~/Library/SMS/Attachments/db/11/5BC9F0EB-0F09-447B-BE44-2973A6FE8948/tmp.gif
~/Library/SMS/Attachments/db/11/5BC9F0EB-0F09-447B-BE44-2973A6FE8948/tmp.gif

Status: Sent

9/17/2020 9:01:57 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x27154C (Table: message, attachment; Size: 6639616 bytes)
iPhone (6)/mobile/Library/SMS/Attachments/db/11/5BC9F0EB-0F09-447B-BE44-2973A6FE8948/tmp.gif : (Size: 976733 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

An idea may be to purchase the hut since it's on your land...You can have use for it...

Participant	Delivered	Read	Played
+18434553887		9/18/2020 2:19:00 PM(UTC-4)	

Status: Read

9/18/2020 2:18:31 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x273FAA (Table: message, handle; Size: 6639616 bytes)

PLAINTIFF'S EXHIBIT 36

tabbies

From: +18436854831
To: +18434553887 (owner)

True

Participant	Delivered	Read	Played
+18434553887		9/18/2020 2:19:00 PM(UTC-4)	

Status: Read

9/18/2020 2:18:53 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x273D28 (Table: message, handle; Size: 6639616 bytes)

From: +18434460015 Donny
To: +18434553887 (owner)

Roger

Participant	Delivered	Read	Played
+18434553887		9/18/2020 2:19:01 PM(UTC-4)	

Status: Read

9/18/2020 2:19:01 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x273B4D (Table: message, handle; Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

Offer with contingency u can obtain permit..and agree to turn off power and water to it

Participant	Delivered	Read	Played
+18434553887		9/18/2020 2:20:42 PM(UTC-4)	

Status: Read

9/18/2020 2:19:53 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x27396E (Table: message, handle; Size: 6639616 bytes)

From: +17602715984
To: +18434553887 (owner)

Participant	Delivered	Read	Played
+18434553887		9/18/2020 2:32:00 PM(UTC-4)	

Status: Read

9/18/2020 2:32:00 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x275FAA (Table: message, handle; Size: 6639616 bytes)

From: +18434460015 Donny
To: +18434553887 (owner)

K

Participant	Delivered	Read	Played
+18434553887		9/18/2020 2:32:23 PM(UTC-4)	

Status: Read

9/18/2020 2:32:23 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x275DCF (Table: message, handle; Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

Much more valuable for now behind the scenes and infiltration! You'll have ur time to shine sir!

Participant	Delivered	Read	Played
+18434553887		9/18/2020 2:32:32 PM(UTC-4)	

Status: Read

9/18/2020 2:32:32 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x275BFA (Table: message, handle; Size: 6639616 bytes)

From: +18434553887 (owner)

Attachments:

Title: 10b86b01ee386a4664945c9abb2b586e-sticker.png
Size: 86832
File name: ~/Library/SMS/StickerCache/10b86b01ee386a4664945c9abb2b586e-10b86b01ee386a4664945c9abb2b586e-sticker/10b86b01ee386a4664945c9abb2b586e-sticker.png
~/Library/SMS/StickerCache/10b86b01ee386a4664945c9abb2b586e-10b86b01ee386a4664945c9abb2b586e-sticker/10b86b01ee386a4664945c9abb2b586e-sticker.png

Status: Sent

9/18/2020 2:32:41 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x27596E (Table: message, attachment; Size: 6639616 bytes)
iPhone (6)/mobile/Library/SMS/StickerCache/10b86b01ee386a4664945c9abb2b586e-10b86b01ee386a4664945c9abb2b586e-sticker/10b86b01ee386a4664945c9abb2b586e-sticker.png : (Size: 86832 bytes)

From: +17602715984
To: +18434553887 (owner)

Roger

Participant	Delivered	Read	Played
+18434553887		9/18/2020 2:34:30 PM(UTC-4)	

Status: Read

9/18/2020 2:33:22 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x275745 (Table: message, handle; Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

Actually you all are...Remember..Wade hates me only...Remember that and use it..example..Maybe mention you know a guy looking for work to Chris and Wade ..

Participant	Delivered	Read	Played
+18434553887		9/18/2020 2:37:25 PM(UTC-4)	

Status: Read

9/18/2020 2:35:08 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x275568 (Table: message, handle; Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

Remember be nice signs! You guys can conceal your gut wrenching experience...thinm about that..

Participant	Delivered	Read	Played
+18434553887		9/18/2020 2:37:25 PM(UTC-4)	

Status: Read

9/18/2020 2:37:09 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x275258 (Table: message, handle; Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

Could be very beneficial if ur all on the same page..you guys know who the fn enemy is

Participant	Delivered	Read	Played
+18434553887		9/18/2020 2:38:00 PM(UTC-4)	

Status: Read

9/18/2020 2:38:00 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x276FAA (Table: message, handle; Size: 6639616 bytes)

From: +18434553887 (owner)

Ok

Status: Sent

9/18/2020 2:38:15 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x276D32 (Table: message; Size: 6639616 bytes)

From: +17602715984
To: +18434553887 (owner)

We'll be the best friends ever.

Participant	Delivered	Read	Played
+18434553887		9/18/2020 2:38:19 PM(UTC-4)	

Status: Read

9/18/2020 2:38:19 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x276B5D (Table: message, handle, Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

Donny as President makes the offer

Participant	Delivered	Read	Played
+18434553887		9/18/2020 2:21:12 PM(UTC-4)	

Status: Read

9/18/2020 2:21:12 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2738EC (Table: message, handle; Size: 6639616 bytes)

From: +18434553887 (owner)

Ok

Status: Sent

9/18/2020 2:21:52 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2734DD (Table: message; Size: 6639616 bytes)

From: +18434460015 Donny
To: +18434553887 (owner)

Got it

Participant	Delivered	Read	Played
+18434553887		9/18/2020 2:22:50 PM(UTC-4)	

Status: Read

9/18/2020 2:22:40 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2732FC (Table: message, handle; Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

Look at citation closely..state ur case to code enforcement that ur trying to buy it from another company and u had nothing to do with any of it...It was a verbal usage thing between businesses...Quick response to code enforcement is always a plus..plus it supports the hut is on your land.

Participant	Delivered	Read	Played
+18434553887		9/18/2020 2:25:27 PM(UTC-4)	

Status: Read

9/18/2020 2:25:12 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x274FAA (Table: message, handle; Size: 6639616 bytes)

From: +17602715984
To: +18434553887 (owner)

I will bet contacting them monday morning

Participant	Delivered	Read	Played
+18434553887		9/18/2020 2:26:18 PM(UTC -4)	

Status: Read

9/18/2020 2:26:18 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x274B8E (Table: message, handle; Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

Roger

Participant	Delivered	Read	Played
+18434553887		9/18/2020 2:27:20 PM(UTC -4)	

Status: Read

9/18/2020 2:27:07 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2744CF (Table: message, handle; Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

Just my thought...Donnie or Justine do the leg work..Code enforcement knows them for a long time..Rob should stay incognito as much as possible!

Participant	Delivered	Read	Played
+18434553887		9/18/2020 2:31:29 PM(UTC-4)	

Status: Read

9/18/2020 2:30:54 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2742F2 (Table: message, handle; Size: 6639616 bytes)

EXHIBIT 5

From: +18434460015 Donny
To: +18434553887 (owner)

K

Participant	Delivered	Read	Played
+18434553887		9/4/2020 3:12:17 PM(UTC -4)	

Status: Read

9/4/2020 2:54:48 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x25762D (Table: message, handle; Size: 6639616 bytes)

From: +18434553887 (owner)

Ok

Status: Sent

9/4/2020 3:12:50 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x257454 (Table: message; Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

Anyone buys fish from him..well u know that outcome

Participant	Delivered	Read	Played
+18434553887		9/4/2020 4:03:23 PM(UTC-4)	

Status: Read

9/4/2020 4:03:07 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x257273 (Table: message, handle; Size: 6639616 bytes)

From: +18434553887 (owner)

What you mean

Status: Sent

9/4/2020 4:03:58 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x258FB2 (Table: message; Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

Buys fish from Wade. will not go over well with me

Participant	Delivered	Read	Played
+18434553887		9/4/2020 4:05:10 PM(UTC-4)	

Status: Read

9/4/2020 4:05:10 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x258DBB (Table: message. handle; Size: 6639616 bytes)

From: +18434553887 (owner)

Ohh we agree

Status: Sent

9/4/2020 4:05:24 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x258B80 (Table: message; Size: 6639616 bytes)

From: +18434460015 Donny
To: +18434553887 (owner)

So you're saying don't take his fish correct? I wasn't planning on it

Participant	Delivered	Read	Played
+18434553887		9/4/2020 4:05:42 PM(UTC-4)	

Status: Read

9/4/2020 4:05:42 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x25898B (Table: message. handle: Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

Your a good boy♂

Participant	Delivered	Read	Played
+18434553887		9/4/2020 4:06:44 PM(UTC -4)	

Status: Read

9/4/2020 4:06:34 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x25871D (Table: message. handle: Size: 6639616 bytes)

From: +18434553887 (owner)

Attachments:

Title: tmp.gif
Size: 485833
File name: ~/Library/SMS/Attachments/35/05/8DFA7DBD-0AA5-4A4E-8110-106830778002/tmp.gif
~/Library/SMS/Attachments/35/05/8DFA7DBD-0AA5-4A4E-8110-106830778002/tmp.gif

Status: Sent

7/11/2021 1:12:15 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x349B11 (Table: message, attachment; Size: 6639616 bytes)
iPhone (6)/mobile/Library/SMS/Attachments/35/05/8DFA7DBD-0AA5-4A4E-8110-106830778002/tmp.gif : (Size: 485833 bytes)

From: +17602715984
To: +18434553887 (owner)

Just got a call from the EPA. they will be out in the next couple weeks

Participant	Delivered	Read	Played
+18434553887		7/12/2021 5:29:27 PM(UTC-4)	

Status: Read

7/12/2021 5:14:31 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x34987C (Table: message, handle; Size: 6639616 bytes)

From: +18436854831
To: +18434553887 (owner)

Awesome!!

Participant	Delivered	Read	Played
+18434553887		7/12/2021 5:29:27 PM(UTC-4)	

Status: Read

7/12/2021 5:14:46 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x349409 (Table: message, handle; Size: 6639616 bytes)

From: +17602715984
To: +18434553887 (owner)

Don't worry about it. I got Donny changed to the registered agent. Just need your signature now

Participant	Delivered	Read	Played
+18434553887		2/5/2021 4:48:47 PM(UTC-5)	

Status: Read

2/5/2021 4:30:32 PM(UTC-5)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2D7334 (Table: message, handle; Size: 6639616 bytes)

From: +18436854831
To: +18434553887 (owner)

Browsing Facebook tonight... wade now has a full active account. His friends are now Tina and Rae. We need to watch we say don't trust anyone right now.

Participant	Delivered	Read	Played
+18434553887		2/23/2021 11:01:54 PM(UTC-5)	

Status: Read

2/23/2021 10:59:53 PM(UTC-5)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2DBFAA (Table: message, handle; Size: 6639616 bytes)

From: +18434553887 (owner)

Right I know we only trust us.
Clean house.... time for some new staff

Status: Sent

2/24/2021 6:48:05 AM(UTC-5)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2DB9A9 (Table: message; Size: 6639616 bytes)

From: +18434460015 Donny
To: +18434553887 (owner)

Bring them in and we'll hire them! Know of any cooks? Waitstaff is easy to replace. If Tina or Rae are jumping, we need to know. Get these people off unemployment

Participant	Delivered	Read	Played
+18434553887		2/24/2021 7:51:41 AM(UTC-5)	

Status: Read

2/24/2021 6:50:07 AM(UTC-5)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2DB738 (Table: message, handle; Size: 6639616 bytes)

From: +18434553887 (owner)

Attachments:

Title: 62381932006__5323815B-348D-4660-A8BA-9A11C0AE0496.JPG
Size: 1520328
File name: ~/Library/SMS/Attachments/d0/00/8606EE95-EE55-4076-84B1-21445807BD03/62381932006__5323815B-348D-4660-A8BA-9A11C0AE0496.JPG
~/Library/SMS/Attachments/d0/00/8606EE95-EE55-4076-84B1-21445807BD03/62381932006__5323815B-348D-4660-A8BA-9A11C0AE0496.JPG

Status: Sent

10/7/2020 11:08:47 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x28C61B (Table: message, attachment; Size: 6639616 bytes)
iPhone (6)/mobile/Library/SMS/Attachments/d0/00/8606EE95-EE55-4076-84B1-21445807BD03/62381932006__5323815B-348D-4660-A8BA-9A11C0AE0496.JPG : (Size: 1520328 bytes)

From: +18434553887 (owner)

Attachments:

Title: 62381933303__8EB9F19F-4985-40AE-8348-48777E8076C6.JPG
Size: 1482173
File name: ~/Library/SMS/Attachments/79/09/96DF8737-6394-4C91-82AB-2126E16B36B7/62381933303__8EB9F19F-4985-40AE-8348-48777E8076C6.JPG
~/Library/SMS/Attachments/79/09/96DF8737-6394-4C91-82AB-2126E16B36B7/62381933303__8EB9F19F-4985-40AE-8348-48777E8076C6.JPG

Status: Sent

10/7/2020 11:08:57 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x28C3FA (Table: message, attachment; Size: 6639616 bytes)
iPhone (6)/mobile/Library/SMS/Attachments/79/09/96DF8737-6394-4C91-82AB-2126E16B36B7/62381933303__8EB9F19F-4985-40AE-8348-48777E8076C6.JPG : (Size: 1482173 bytes)

From: +18434553887 (owner)

Hey guys this gas was on and I can't cut the power off because it's locked. I got power off for tank and valve off

Status: Sent

10/7/2020 11:09:46 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x28DFB2 (Table: message; Size: 6639616 bytes)

From: +18434460015 Donny
To: +18434553887 (owner)

Attachments:

Title: Resized_Screenshot_20201011-095315_Gmail.jpeg
Size: 308382
File name: ~/Library/SMS/Attachments/42/02/F68B27F3-6B3E-42F7-9FC4-BA149048B1D5/Resized_Screenshot_20201011-095315_Gmail.jpeg
~/Library/SMS/Attachments/42/02/F68B27F3-6B3E-42F7-9FC4-BA149048B1D5/Resized_Screenshot_20201011-095315_Gmail.jpeg

To

Participant	Delivered	Read	Played
+18434553887		10/11/2020 10:16:49 AM(UTC-4)	

Status: Read

10/11/2020 9:53:40 AM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x28FFAA (Table: message, handle, attachment; Size: 6639616 bytes)
iPhone (6)/mobile/Library/SMS/Attachments/42/02/F68B27F3-6B3E-42F7-9FC4-BA149048B1D5/Resized_Screenshot_20201011-095315_Gmail.jpeg : (Size: 308382 bytes)

From: +18436854831
To: +18434553887 (owner)

Let's knuckle up! Go time, done with these dudes talking shit round town, people snooping around our property and them acting like they own this bitch

Participant	Delivered	Read	Played
+18434553887		10/11/2020 10:34:23 AM(UTC-4)	

Status: Read

10/11/2020 10:33:28 AM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x28FD7F (Table: message, handle; Size: 6639616 bytes)

From: +18434553887 (owner)

Good job Danny

Status: Sent

10/11/2020 11:20:18 AM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x28FA83 (Table: message; Size: 6639616 bytes)

From: +17602715984
To: +18434553887 (owner)

Roger

Participant	Delivered	Read	Played
+18434553887		3/20/2021 3:19:04 PM(UTC -4)	

Status: Read

3/20/2021 1:00:45 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2E56B5 (Table: message, handle; Size: 6639616 bytes)

From: +18434460015 Donny
To: +18434553887 (owner)

Hey Donny, so our previously agreed upon dock rental date is almost here so I figured I'd reach out and ask if there's any chance we can stay, throw 2 tikis on the one dock, stacked and continue our dock rental through season. We love the location and the atmosphere. We would maintain the dock for you, power washing and anything else you needed, and will promote the restaurant as always. Name a price, factor in ice usage, and I assure you I'll keep the tikis off the docks more then on them this summer. Let me know what you think, thank you in advance.

- Becca

Participant	Delivered	Read	Played
+18434553887		3/21/2021 2:52:20 PM(UTC-4)	

Status: Read

3/21/2021 2:00:59 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2E6FAA (Table: message, handle; Size: 6639616 bytes)

From: +18434460015 Donny
To: +18434553887 (owner)

Thoughts?

Participant	Delivered	Read	Played
+18434553887		3/21/2021 2:52:20 PM(UTC -4)	

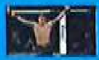
Status: Read

3/21/2021 2:01:01 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2E694B (Table: message, handle; Size: 6639616 bytes)

From: +18434460015 Donny
To: +18434553887 (owner)

Attachments:



Title: 2296871803706455395.gif
Size: 311005
File name: ~/Library/SMS/Attachments/ce/14/8425F7BB-5E8D-4572-B396-5239BF384057/2296871803706455395.gif
~/Library/SMS/Attachments/ce/14/8425F7BB-5E8D-4572-B396-5239BF384057/2296871803706455395.gif

To

Participant	Delivered	Read	Played
+18434553887		7/12/2021 8:49:11 PM(UTC-4)	

Status: Read

7/12/2021 8:41:55 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x34DFAA (Table: message, handle, attachment; Size: 6639616 bytes)
iPhone (6)/mobile/Library/SMS/Attachments/ce/14/8425F7BB-5E8D-4572-B396-5239BF384057/2296871803706455395.gif : (Size: 311005 bytes)

From: +18434460015 Donny
To: +18434553887 (owner)

Meeting with Geoff of UCB Mon 7/19 @ 2pm. All owners need to be here at CCs

Participant	Delivered	Read	Played
+18434553887		7/15/2021 10:47:06 AM(UTC-4)	

Status: Read

7/15/2021 10:47:00 AM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x34EFAA (Table: message, handle; Size: 6639616 bytes)

From: +18436854831
To: +18434553887 (owner)

Got it

Participant	Delivered	Read	Played
+18434553887		7/15/2021 10:47:50 AM(UTC-4)	

Status: Read

7/15/2021 10:47:43 AM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x34E680 (Table: message, handle; Size: 6639616 bytes)

From: +18434460015 Donny
To: +18434553887 (owner)

That's good

Participant	Delivered	Read	Played
+18434553887		6/1/2021 9:29:50 AM(UTC -4)	

Status: Read

6/1/2021 9:29:47 AM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x3248D2 (Table: message, handle: Size: 6639616 bytes)

From: +18432675744 Justine
To: +18434553887 (owner)

Ok

Participant	Delivered	Read	Played
+18434553887		6/1/2021 9:41:41 AM(UTC -4)	

Status: Read

6/1/2021 9:41:19 AM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x3246DA (Table: message, handle: Size: 6639616 bytes)

From: +18434553887 (owner)

Ok

Status: Sent

6/1/2021 9:42:07 AM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x3244FD (Table: message: Size: 6639616 bytes)

From: +17602715984
To: +18434553887 (owner)

I'm going to county today to get the new map. If everything is correct on it we will skip tonight's council meeting and push forward with our plan for a new deed and rezone that lot.

Participant	Delivered	Read	Played
+18434553887		6/1/2021 12:53:22 PM(UTC-4)	

Status: Read

6/1/2021 9:46:18 AM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x325FAA (Table: message, handle: Size: 6639616 bytes)

From: +18436854831
To: +18434553887 (owner)

Sounds good let us know capt!

Participant	Delivered	Read	Played
+18434553887		6/1/2021 12:53:22 PM(UTC -4)	

Status: Read

6/1/2021 9:46:58 AM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x3256A7 (Table: message, handle; Size: 6639616 bytes)

From: +17602715984
To: +18434553887 (owner)

Okay we have a county approved and recorded plat for the lot

Participant	Delivered	Read	Played
+18434553887		6/1/2021 2:45:03 PM(UTC-4)	

Status: Read

6/1/2021 2:44:54 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x32548B (Table: message, handle; Size: 6639616 bytes)

From: +18434553887 (owner)

That's great

Status: Sent

6/1/2021 2:46:00 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x325236 (Table: message; Size: 6639616 bytes)

From: +18434460015 Donny
To: +18434553887 (owner)

That should solve the majority of the issues

Participant	Delivered	Read	Played
+18434553887		6/1/2021 2:46:01 PM(UTC -4)	

Status: Read

6/1/2021 2:46:01 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x326FAA (Table: message, handle; Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

Love to see u guys get that, power move for Crab Catchers, let me know what I can help with

Participant	Delivered	Read	Played
+18434553887		4/19/2021 6:11:05 PM(UTC-4)	

Status: Read

4/19/2021 6:11:00 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x300B8C (Table: message, handle; Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

S. Martin will be sniffing around that

Participant	Delivered	Read	Played
+18434553887		4/19/2021 6:18:26 PM(UTC -4)	

Status: Read

4/19/2021 6:13:57 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x3008F1 (Table: message, handle; Size: 6639616 bytes)

From: +18434460015 Donny
To: +18434553887 (owner)

Oh for sure

Participant	Delivered	Read	Played
+18434553887		4/19/2021 6:18:26 PM(UTC -4)	

Status: Read

4/19/2021 6:14:38 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x3006C3 (Table: message, handle; Size: 6639616 bytes)

From: +17602715984
To: +18434553887 (owner)

Sounds good to me

Participant	Delivered	Read	Played
+18434553887		9/21/2020 4:19:09 PM(UTC -4)	

Status: Read

9/21/2020 3:23:35 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x280652 (Table: message, handle; Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

Just reading emails on hut..remember it's your land,your violation..unless you have been involved in (working things out) every step and meeting. I would rely on what code enforcement has directed u to do...The guy replying to ur emails is not code enforcement..

Participant	Delivered	Read	Played
+18434553887		10/3/2020 12:12:38 PM(UTC-4)	

Status: Read

10/3/2020 12:09:19 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x286DAD (Table: message, handle; Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

Very uncredible source in my opinion

Participant	Delivered	Read	Played
+18434553887		10/3/2020 12:12:38 PM(UTC -4)	

Status: Read

10/3/2020 12:10:09 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2869BD (Table: message, handle; Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

Put the heat on and keep it on !!! Gloves are fucking off!!!

Participant	Delivered	Read	Played
+18434553887		4/22/2021 3:02:04 PM(UTC-4)	

Status: Read

4/22/2021 3:01:50 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x304355 (Table: message handle: Size: 6639616 bytes)

From: +18434553887 (owner)

Yes sir

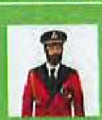
Status: Sent

4/22/2021 3:20:10 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x305FB2 (Table: message: Size: 6639616 bytes)

From: +18434553887 (owner)

Attachments:



Title: tmp.gif
Size: 1695928
File name: ~/Library/SMS/Attachments/55/05/605AADD2-8226-415A-B4E6-34FBB0B1C638/tmp.gif
~/Library/SMS/Attachments/55/05/605AADD2-8226-415A-B4E6-34FBB0B1C638/tmp.gif

Status: Sent

4/22/2021 3:20:44 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x305DCC (Table: message, attachment: Size: 6639616 bytes)
iPhone (6)/mobile/Library/SMS/Attachments/55/05/605AADD2-8226-415A-B4E6-34FBB0B1C638/tmp.gif : (Size: 1695928 bytes)

From: +18434460015 Donny
To: +18434553887 (owner)

Participant	Delivered	Read	Played
+18434553887		4/22/2021 3:25:57 PM(UTC-4)	

Status: Read

4/22/2021 3:23:42 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x305B94 (Table: message, handle: Size: 6639616 bytes)

R-1797

From: +18434552960 Tim
To: +18434553887 (owner)

Time for war

Participant	Delivered	Read	Played
+18434553887		10/4/2020 7:19:31 AM(UTC -4)	

Status: Read

10/4/2020 7:19:13 AM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2881CA (Table: message, handle; Size: 6639616 bytes)

From: +18434460015 Donny
To: +18434553887 (owner)

Yes sir

Participant	Delivered	Read	Played
+18434553887		10/4/2020 7:21:53 AM(UTC -4)	

Status: Read

10/4/2020 7:21:24 AM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x289FAA (Table: message, handle; Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

Hows everything otherwise

Participant	Delivered	Read	Played
+18434553887		10/4/2020 9:44:52 AM(UTC -4)	

Status: Read

10/4/2020 7:22:16 AM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x289DBB (Table: message, handle; Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

Call Brentley..use speaker phone and witness...document

Participant	Delivered	Read	Played
+18434553887		9/12/2020 12:20:40 PM(UTC-4)	

Status: Read

9/12/2020 12:18:56 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2853F1 (Table: message, handle; Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

Remember who owns the property...eventually he will hang himself...patience

Participant	Delivered	Read	Played
+18434553887		9/12/2020 12:25:31 PM(UTC-4)	

Status: Read

9/12/2020 12:22:25 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x266FAA (Table: message, handle; Size: 6639616 bytes)

From: +18432675744 Justine
To: +18434553887 (owner)

Definitely we got it

Participant	Delivered	Read	Played
+18434553887		9/12/2020 12:25:31 PM(UTC-4)	

Status: Read

9/12/2020 12:22:49 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x266D32 (Table: message, handle; Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

Fwd:
To clear up ANY questions or concerns in regards to Crab Catchers..Crab Catchers owns the parking lot u and your customers park on,the walk way from the parking lot to the gangway at and also the fish cleaning stations..they also own the ice maker and ice you are using...THERE FOR...ALL RULES, signage instructions etc..pertain to all whom use all that..fore business or pleasure..pertain to all of you/we..No one on the TnW Docks have been given exception to ANY of them.
I ofcourse have a very major investment and interest in both..If there is any questions about this..I will give you an answer you may or may not like..However if you feel either business is treating you unfairly or you cannot agree to this..please make different docking arrangements and/or location.Vital both businesses work together to make each other function favorably
Thanks..

Participant	Delivered	Read	Played
+18434553887		6/28/2020 1:54:16 PM(UTC-4)	

Status: Read

6/28/2020 1:53:39 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x1E8FAA (Table: message, handle; Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

Sent to all docking at TnW

Participant	Delivered	Read	Played
+18434553887		6/28/2020 1:54:20 PM(UTC-4)	

Status: Read

6/28/2020 1:54:17 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x1E870D (Table: message, handle; Size: 6639616 bytes)

From: +18432675744 Justine
To: +18434553887 (owner)

OK thanks

Participant	Delivered	Read	Played
+18434553887		6/28/2020 2:22:31 PM(UTC-4)	

Status: Read

6/28/2020 2:18:26 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x1E84FB (Table: message, handle; Size: 6639616 bytes)

From: +17602715984
To: +18434553887 (owner)

Just remember to take the high road. They are trying to provoke us into doing something that will make us look bad in court. We got these idiots right where we want them.

Participant	Delivered	Read	Played
+18434553887		6/19/2021 10:21:02 AM(UTC-4)	

Status: Read

6/19/2021 6:45:31 AM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x336DA0 (Table: message, handle; Size: 6639616 bytes)

From: +18432675744 Justine
To: +18434553887 (owner)

Hey guys can somebody look at the 1st stall in the lady's room or have been Having a lot of trouble with the toilet. It keeps backing up Thanks

Participant	Delivered	Read	Played
+18434553887		6/19/2021 11:52:50 PM(UTC-4)	

Status: Read

6/19/2021 11:43:07 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x336A61 (Table: message, handle; Size: 6639616 bytes)

From: +18432675744 Justine
To: +18434553887 (owner)

Hey guys I hate to be a pest but the deck is really dirty can we please power wash it in the morning thanks

Participant	Delivered	Read	Played
+18434553887		6/19/2021 11:52:50 PM(UTC-4)	

Status: Read

6/19/2021 11:43:48 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x33675B (Table: message, handle; Size: 6639616 bytes)

From: +18434460015 Donny
To: +18434553887 (owner)

Good morning fellas. Just a reminder for Jan land payment. Feb coming too. Rob, you owe Dec too and 81 for the pod. Tim had asked me for a breakdown so far so I just looked at the slip.

Participant	Delivered	Read	Played
+18434553887		1/26/2021 8:19:49 AM(UTC-5)	

Status: Read

1/26/2021 8:16:38 AM(UTC-5)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2CEFAA (Table: message, handle; Size: 6639616 bytes)

From: +18434460015 Donny
To: +18434553887 (owner)

He said no rush on payments. Do what we can

Participant	Delivered	Read	Played
+18434553887		1/26/2021 8:26:54 AM(UTC-5)	

Status: Read

1/26/2021 8:24:57 AM(UTC-5)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2CEC49 (Table: message, handle; Size: 6639616 bytes)

From: +17602715984
To: +18434553887 (owner)

The Army Corps of Engineers is opening an investigation into the fuel dock expansion.

Participant	Delivered	Read	Played
+18434553887		4/13/2021 2:25:13 PM(UTC-4)	

Status: Read

4/13/2021 2:14:18 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2F92E3 (Table: message, handle; Size: 6639616 bytes)

From: +18436854831
To: +18434553887 (owner)

Oh snap

Participant	Delivered	Read	Played
+18434553887		4/13/2021 2:25:13 PM(UTC-4)	

Status: Read

4/13/2021 2:14:33 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2FAFAA (Table: message, handle; Size: 6639616 bytes)

From: +18434460015 Donny
To: +18434553887 (owner)

Perfect

Participant	Delivered	Read	Played
+18434553887		4/13/2021 2:25:13 PM(UTC-4)	

Status: Read

4/13/2021 2:14:47 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2FADB8 (Table: message, handle; Size: 6639616 bytes)

From: +18434553887 (owner)

Attachments:

Title: 84D8DAFA-7C66-476E-901C-7FC5E3BE7354_AK299002_9342afcf8e3f90564cc7a9ca3233cb96_thumbs_up.png
Size: 85723
File name: ~/Library/SMS/StickerCache/783b0a75db600306a8024ef4b6a09050-84D8DAFA-7C66-476E-901C-7FC5E3BE7354_AK299002_9342afcf8e3f90564cc7a9ca3233cb96_thumbs_up/84D8DAFA-7C66-476E-901C-7FC5E3BE7354_AK299002_9342afcf8e3f90564cc7a9ca3233cb96_thumbs_up.png
~/Library/SMS/StickerCache/783b0a75db600306a8024ef4b6a09050-84D8DAFA-7C66-476E-901C-7FC5E3BE7354_AK299002_9342afcf8e3f90564cc7a9ca3233cb96_thumbs_up/84D8DAFA-7C66-476E-901C-7FC5E3BE7354_AK299002_9342afcf8e3f90564cc7a9ca3233cb96_thumbs_up.png

Status: Sent

4/13/2021 2:26:22 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2FABD0 (Table: message, attachment; Size: 6639616 bytes)
iPhone (6)/mobile/Library/SMS/StickerCache/783b0a75db600306a8024ef4b6a09050-84D8DAFA-7C66-476E-901C-7FC5E3BE7354_AK299002_9342afcf8e3f90564cc7a9ca3233cb96_thumbs_up/84D8DAFA-7C66-476E-901C-7FC5E3BE7354_AK299002_9342afcf8e3f90564cc7a9ca3233cb96_thumbs_up.png : (Size: 85723 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

Mark Patterson is guy who built TnW docks

Participant	Delivered	Read	Played
+18434553887		8/20/2020 6:56:20 PM(UTC-4)	

Status: Read

8/20/2020 6:56:04 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x2419B7 (Table: message, handle; Size: 6639616 bytes)

From: +18436854831
To: +18434553887 (owner)

Do we want to reach out to him?

Participant	Delivered	Read	Played
+18434553887		8/20/2020 7:07:32 PM(UTC-4)	

Status: Read

8/20/2020 7:07:19 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x241792 (Table: message, handle; Size: 6639616 bytes)

From: +18434552960 Tim
To: +18434553887 (owner)

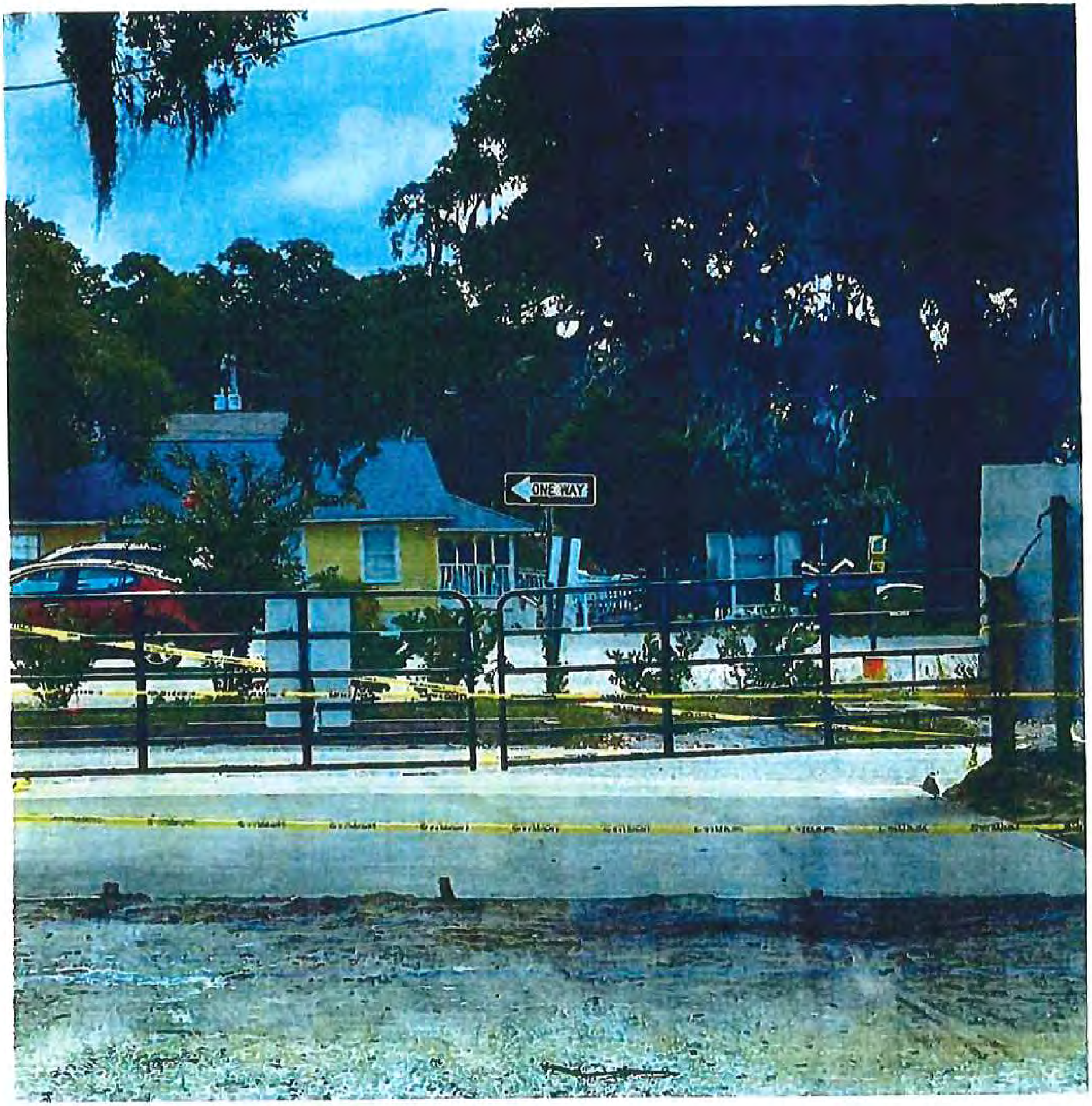
Few guys we can reach out to

Participant	Delivered	Read	Played
+18434553887		8/20/2020 8:58:18 PM(UTC-4)	

Status: Read

8/20/2020 8:42:20 PM(UTC-4)

Source Info:
iPhone (6)/mobile/Library/SMS/sms.db : 0x241581 (Table: message, handle; Size: 6639616 bytes)



Plf LONG 00979

Dock Lease Agreement

Date: **March 4, 2021**

Designated Dock:

TNW and More, LLC (the "Marina"), 12 jet ski slips on the back side of the dock and the fueling station on the dock.

Lessee: **Atlantic Jet Ski Rental, LLC**

4367 Sea Mountain Hwy
Little River, SC 29566

Primary Phone: 843-999-6006
Alternate Phone: 856-912-9988
Email Address:

Lessee's Craft:

Boat Name: 12 Jet Skis
Model & Year: ______________________________
Registration Certificate Number: ______________________________

Fueling Station: Lessee is also responsible for the operation of the fueling facility located on the dock

Monthly Rental: $10,000.00 per month, plus any Utility Costs as described in Section 3 of the Agreement

Security Deposit: $ %0.00 ____________, due from Lessee on the Date above.

Term:

Beginning date: March 4, 2021

End date (subject to Section 2): March 3, 2021

PLAINTIFF'S EXHIBIT
37

Def ECJSA 0038

R-1806

This Dock Lease Agreement (this "Agreement") is made on the Date set forth above by and between TNW and More, LLC, d/b/a Little River Water Sports, ("Lessor") and Atlantic Jet Ski Rentals, LLC ("Lessee").

Section 1. **Grant of Lease:** Lessor hereby grants to Lessee the right to occupy and use, for or in connection with the berthing of Lessee's Craft (but no other maritime vessel) subject to the terms of this Agreement, (a) the Designated Dock, (b) the pier appurtenant to such Designated Dock, to the extent reasonably required to provide access from the land to Lessee's Craft, and (c) the dock box, if any, that is appurtenant to such Designated Dock. Lessor also hereby grants to Lessee the right to use, on a non-exclusive and non-guaranteed basis, the parking area at the TNW and More, LLC and other amenities (including water and electrical utilities) appurtenant to the Designated Dock. The grant of rights by Lessor to Lessee under this Section 1 is sometimes herein referred to as the "Lease".

Section 2. **Term of Lease:** The Lease is subject to early termination by Lessor as elsewhere described in this Lease. Upon expiration of the Term, (a) this Agreement and the Lease hereunder shall continue on a month-to-month basis, for the Monthly Rental subject to 30-days prior written notice by either Lessor or Lessee, or (b) the Term may be extended by a written extension agreement between Lessor and Lessee, in which event (x) the "Term" of the Lease thereafter shall mean the term set forth set forth in such written extension agreement, (y) the Monthly Rental under this Agreement thereafter shall be the Monthly Rental forth in such written extension agreement, and (z) any and all other provision of the written extension agreement that are inconsistent with any provisions in this Agreement shall supersede and amend such inconsistent provisions, and the "Agreement" shall mean this Agreement as so extended and amended.

Section 3. Payment of Monthly Rental, Including Utility Costs. The Monthly Rental is payable in advance, without demand, deduction, setoff, or abatement, on the first day of each month during the Term. Lessee shall be assessed a late payment fee of $250.00 per day for (a) any payment of Monthly Rental not timely received and (b) for any returned check. If Lessor separately meters Lessee's electrical service and/or water service, then Lessee shall be responsible for paying the actual costs of such service (collectively, the "Utility Costs"), and the Monthly Rental due as of any particular date shall mean and include the Utility Costs that are due as of such date. The Monthly Rental shall be payable at such address and in such manner as Lessor may from time to time reasonably direct, it being understood that Lessor may reasonably require payment, among other methods of payment, by way of automatic credit card debit, automatic bank draft, or by check drawn on nationally insured banking institution.

Section 4. **Insurance**. Lessee shall maintain in force, throughout the Term, and with carriers licensed to do business and in good standing in the State of South Carolina,
(a) fire and casualty insurance, with coverage at full replacement value, on Lessee's craft and all personal property located on Lessee's Craft, and (b) comprehensive general liability insurance with minimum coverage amounts of $500,000 per occurrence and in

the aggregate, insuring against death or injury to any person and damage or loss or loss of use of any property. Lessee shall cause Lessee's insurer to issue endorsements to both such policies (x) naming Lessor as an additional insured, and (y) waiving any right of subrogation against Lessor. Within 10 business days of the commencement of the Term, Lessee and shall furnish to Lessor certificates of insurance evidencing such coverage (and evidencing that subrogation against Lessor has been waived and that Lessor is named as an additional insured). Upon the written request of Lessor at any time during the Term, Lessee shall, within 10 business days of such request, furnish to Lessor certificates of insurance evidencing that all of the coverage (including waivers of subrogation and the inclusion of Lessor as an additional insured) remains in full force and effect.

Section 5. Lessee's Maintenance & Related Obligations. Lessee shall maintain Lessee's Craft and the Designated Dock (including any dock box, any appurtenant utility connections) in a safe and clean condition and shall keep the Marina deck free and clear of obstructions that could pose any danger to others using such Marina deck. Without limiting the foregoing, Lessee shall secure and safely route all utility hoses and cables so as not to pose any hazard across any area of the dock or along any fender. Lessee shall secure any dock box so as not to blow open during high winds and shall be solely responsible for any damage caused by an improperly secured dock box. Lessee shall not discharge or otherwise dispose of sewage, trash, fuel oil, or any other contaminant in or on the Marina property, or into the water surrounding the Marina property, except in a manner and at a time expressly approved by Lessor. In Lessee's use of the Designated Dock and Lessee's Craft, Lessee shall comply with all applicable local, state, and federal environmental and other rules, regulations, and laws. Lessee shall promptly, at its sole cost and expense, cause to be repaired in a good and workmanlike manner any damage caused by Lessee to the Designated Dock, or the appurtenances thereto, or to the Marina. Lessee shall not modify or alter any portion of the Designated Dock or any of Marina deck or facilities appurtenant to the Designated Dock without the prior written consent of Lessor, which consent may be withheld or denied in Lessor's sole discretion.

Section 6. Security Deposit. Lessor shall have the right, but not the obligation, to apply all or any part of the Security Deposit to any past due obligation of Lessee for Monthly Rental, and/or for the cost of curing any default by Lessee under this Agreement, and/or to pay attorneys' fees incurred by Lessor in connection with any such default by Lessee. Within 5 business days of any such application by Lessor of all or any part of the Security Deposit hereunder, Lessee shall be obligated to fully restore to Lessor the amount so applied.

Section 7. Indemnity. Lessee shall fully and forever indemnify, hold harmless, and defend Lessor from and against any and all claims, demands, causes of action, liabilities, damages, and costs (including costs of court and attorneys' fees) in connection with, related to, or arising out of any action or omission by Lessee – or by any of Lessee's invitees, agents, contractors, or subcontractors – in any way related to Lessee's Craft and/or the Designated Dock. **Lessee's indemnity, hold harmless, and defense obligations shall apply even in instances in which Lessor, or any third party is negligent; accordingly, Lessee hereby acknowledges that Lessee is obligated to indemnify, hold harmless, and defend Lessor even against the consequences of**

Lessor's own negligence.

Section 8. Lessor's Disclaimers and Lessee's Waivers. Lessee acknowledges that: (a) Lessor shall have absolutely no obligation to provide any security to persons or property at the Marina; (b) Lessor shall have absolutely no obligation to carry any insurance of any nature, for its own benefit or for the direct or indirect benefit of any other party, including Lessee; (c) Lessee shall have absolutely no liability to Lessee or to any of Lessee's invitees, agents, contractors, or subcontractors for any claim, liability, or damage to person or property; and (d) Lessee accepts the Designated Dock, the appurtenances thereto, and any and all other portions of the Marina "as is, where is," with all faults and defects, whether latent or patent. Lessee waives any such claim it may have against Lessor arising out of any of the foregoing.

Section 9. Rules & Regulations. Lessee acknowledges receipt of a copy of the Rules & Regulations of the TNW and More, LLC, and agrees to comply with such Rules & Regulations, as same may be amended from time to time.

Section 10. Assignment and Subletting. The Lease created by this Agreement and the rights granted hereunder are personal to Lessee. Lessee may not assign all or any part of its rights under this Agreement, or otherwise sublet the Designated Dock or any part thereof, without the prior written consent of Lessor, which consent may be withheld or denied in Lessor's sole discretion This Lease shall be binding upon and inure to the benefit of Lessor and its successors and assigns.

Section 11. Grant of Security Interest. To secure all of the obligations of Lessee under this Agreement, Lessee hereby grants unto Lessor a security interest in and to (a) Lessee's Craft and (b) all of Lessee's personal property, fixtures, and equipment located on or used in connection with Lessee's Craft and/or the Designated Dock (collectively, the "Secured Property"). Promptly at Lessor's request, Lessee shall execute and deliver to Lessor all UCC financing statements and other documents requested by Lessor to evidence and perfect the security interest granted herein. Lessor shall have the right to make all UCC filings deemed necessary or appropriate by Lessor to evidence and perfect the security interest granted herein. Upon any Lessee Event of Default (hereinafter defined) by Lessee, Lessor shall have all of the rights of a secured party under the South Carolina Uniform Commercial Code in instances where the debtor is in default, including without limitation the right to sell or cause to be sold, in any one or more public or private sales, or otherwise realize upon the value of, any or all of the Secured Property, subject to the provisions of the South Carolina Uniform Commercial Code. Unless otherwise provided by law, any requirement of reasonable notice of any such sale shall be satisfied if Lessor gives to Lessee such notice, in accordance with the notice provisions of this lease, ten days before any such sale. Upon notice by Lessor to Lessee that any Event of Default exists, and for so long as such Event of Default remains uncured, Lessee shall have no right to remove any of the Secured Property from the Designated Dock, and Lessor shall have the right to take possession of such Secured Property and take steps to hinder any attempt at its removal, without any liability to Lessee for trespass, conversion, or otherwise.

Section 12. Default by Lessor. In the event of any default by Lessor, except for any result or action regarding an Ejectment Action involving Lessor and TNT & More, Inc., Lessee shall give to Lessor written notice of such default, specifying the nature of the default. Lessor shall have 10 days within which to cure such default. If Lessor timely fails to cure such default, then Lessee shall have the right, by giving written notice to Lessor, to terminate this Agreement, with such termination begin effective as of the final day of the month on which such notice of termination is given. Lessee's right to terminate shall be Lessee's sole remedy under this Agreement in the event of such a Lessor default, and Lessor shall not on any account be liable in money damages (including without limitation for any attorneys' fees or costs of court) to Lessee. Notwithstanding the foregoing, Lessee shall have no right to give Lessor any notice of default and shall have no right to terminate this Agreement before the expiration of its stated Term, at any time that Lessee has any Monthly Rental due to Lessor or is otherwise in default of any of Lessee's other obligations under this Agreement.

Section 13. Default by Lessee. If Lessee fails to make payment of any Monthly Rental within five days of delivery by Lessor of notice of any Monthly Rental that is past due, or fails to cure any other default under this Agreement within ten days of delivery by Lessor of such default, then a "Lessee Event of Default" shall exist and Lessor shall have the following remedies, which shall be cumulative rather than exclusive:

(a) the right to terminate this Agreement, and the grant of the Lease hereunder, which termination right may be exercised by written notice by Lessor to Lessee, and which termination shall be effective as of the date of such notice;

(b) the right to immediately enter upon and repossess the Designated Dock and all appurtenances thereto, by forcible entry and detainer suit, or otherwise;

(c) the right to remove Lessee's Craft (and any personal property then inside Lessee's Craft from its mooring, and to store Lessee's Craft (and such personal property), with all risk of loss belonging solely to Lessee, and with no liability whatsoever to Lessor, and with all costs of storage being deemed to be including among the past due Monthly Rental under this Agreement;

(d) the right to make any required repairs to the Designated Dock, or to expend any other sums required to cure any defaults by Lessee under this Agreement, with all such sums expended being deemed to be included among the past due Monthly Rental under this Agreement;

(e) the right to terminate Lessee's rights of possession with regard to the Designated Dock and all appurtenances thereto, without demand or notice of any kind and without terminating this Agreement, in which event Lessor may, but shall be under no obligation to, relet all or any part of the Designated Dock for credit to Lessee's account, on such terms and conditions as Lessor in its sole discretion shall deem appropriate; and

(f) the right to exercise Lessor's rights under the South Carolina Uniform Commercial Code with regard to the security interest granted to Lessor in the Secured Property.

In the event of any Lessee Event of Default, Lessor shall have the right to recover from Lessee, whether by way of sale of the Secured Property, or by means of execution and levy on a judgment, or by means of voluntary payment by Lessee, or by some combination thereof: (a) all Monthly Rental that is past due, including any late payment fees due in connection therewith, (b) all Monthly Rental to come due during the remainder of the Term (assuming that Lessor has not terminated this Agreement and the Lease hereunder), (c) Lessor's reasonable and necessary attorneys' fees and costs of court, (d) pre-judgment at the lesser of 8% per annum or the maximum allowed by law, and (e) post-judgment interest at lesser of 10% per annum or the maximum allowed by law.

Section 14. Notice. Any notice required or permitted to be given to Lessor shall be given by certified or registered United States mail, postage prepaid, to the address of Lessor set forth on the first page of this Agreement, or to any revised address of which Lessor may from to time to time notify Lessee. Such notice to Lessor shall be deemed to have been given on the postmark date or, if any such notice is not postmarked within the State of South Carolina, five days after the postmark date. Any notice required or permitted to be given by Lessee may be given either by (a) certified or registered United States mail, postage prepaid, to the address of Lessee set forth on the first page of this Agreement, or to any revised address of which Lessee may from to time to time notify Lessor, or (b) via email to the email address of Lessee set forth on the first page of this Agreement. Any mailed notice by Lessor shall be deemed to have been given on the postmark date, and any email notice by Lessor shall be deemed to have been given at the time the email is sent and shall be deemed to have been properly given and received if sent to the email address of Lessee reflected on the first page of this Agreement, regardless of whether actually received by Lessee.

Section 15. Relocation of Designated Dock. Lessor shall have the right, from time to time, upon no fewer than 10 days' notice to Lessee. to change the location of the Designated Dock; provided, however, that Lessee may not make any such change in order merely to accommodate another user or potential user of the Lessee's Designated Dock, and in connection with any such relocation: (a) Lessee shall be entitled to the waiver of one month's Monthly Rental, and (b) Lessor shall offer to Lessee a substitute Dock of at least equal size and with comparable appurtenances (such as any dock box or utility connections), which shall thereupon become Lessee's Designated Dock.

Section 16. Guarantors. Ryan Whitley and Eric Roif are hereby individual guarantors under this Lease. They are individually and jointly responsible for all matters contained in this Lease, including but not limited to the payment of the Monthly Rentals.

Section 17. Miscellaneous.

(a) This Agreement (including the Rules & Regulations referred to herein) sets forth the entire agreement between Lessor and Lessee and supersedes and takes the place of all prior representations, warranties, and agreements, and may be amended only by written instrument signed by the party to be bound.

(b) This Agreement shall be governed by the laws of the State of South Carolina, and exclusive venue for the adjudication of any dispute arising under this Agreement shall be in a court of competent jurisdiction in Brazoria County.

(c) If any provision or portion of a provision of this Agreement is determined to be unenforceable, then the unenforceable provision shall be deemed to have been severed and excised from the Agreement, and the remainder of the Agreement shall remain in full force and effect.

(d) Lessee warrants that Lessee is the owner of Lessee's Craft, free and clear of any adverse liens or claims, save and except claims by any lender of a security interest therein arising prior to the Date of this Agreement.

(e) Lessor is not responsible for suppling parking for the Lessee, its customers, employees, or its agents. Lessor is currently involved in an ejectment action with TNT & More, Inc. concerning the parking facility adjacent to the property.

The Remainder of this Page is Intentionally Blank
Signatures to Follow

IN WITNESS WHEREOF, Lessor and Lessee have signed this Agreement.

LESSOR: **TNW AND MORE, LLC**

By: ____________________

Name: Clyde C Kiser

Title: 1/3 owner

LESSEE: **Atlantic Jet Ski Rental, LLC**

By: Atlantic Jet Rental LLC DBA East coast Jet Ski Rentals

Name: Ryan Whitley

Title: owner

Guarantors:

____

Ryan Whitley, Individually

____

Eric Roif, Individually

3/31/20, 3:17 PM (Viewed 3/31/20, 4:02 PM)

Tim Ketter (8434552960)

Fwd:Hell Geoff..Tim from Crab Catchers ,,Tnw and more..I tried to send an email to you .Are u still with UCB?

3/31/20, 3:18 PM (Viewed 3/31/20, 4:02 PM)

Tim Ketter (8434552960)

Tried send email on loan options..

3/31/20, 3:19 PM (Viewed 3/31/20, 4:02 PM)

Casey (8436854831)

Sounds good!

3/31/20, 3:20 PM (Viewed 3/31/20, 4:02 PM)

Chris Kiser (8434587071)

👍

3/31/20, 3:20 PM (Viewed 3/31/20, 4:02 PM)

Donny Kettner (8434460015)

Alright. I wonder if he's there yet. I guess if we don't hear anything we can try their main office

3/31/20, 3:27 PM (Viewed 3/31/20, 4:02 PM)

Tim Ketter (8434552960)

I just spoke with him..we need to get March payment in..I can take to bank..they are going to differ loan for 90 days..he will send email entailing everything and more..I will forward to all stock holders when received

3/31/20, 3:28 PM (Viewed 3/31/20, 4:02 PM)

Chris Kiser (8434587071)

..rfect

3/31/20, 3:56 PM (Viewed 3/31/20, 4:02 PM)

Donny Kettner (8434460015)

Roger...I'll stop, write checks and bring when I come over

3/31/20, 4:00 PM (Viewed 3/31/20, 4:02 PM)

Tim Ketter (8434552960)

I paid it..both..took to bank

3/31/20, 4:00 PM (Viewed 3/31/20, 4:02 PM)

Donny Kettner (8434460015)

Roger

4/1/20, 1:30 PM

Tim Ketter (8434552960)

Sent email to u all! Loan information!

4/1/20, 1:33 PM

Donny Kettner (8434460015)

Roger

12 total messages and 0 total images.

PLAINTIFF'S EXHIBIT 38


PLAINTIFF'S
EXHIBIT
40(1-5)
tabbies
SanDisk

PIN 31109020015

Prepared by and Return to:
Roger P. Roy, Jr.
PO Box 4086
N Myrtle Beach, SC 29597

STATE OF SOUTH CAROLINA)
) QUIT CLAIM DEED
COUNTY OF HORRY)

KNOW ALL MEN BY THESE PRESENTS that, Timothy Donald Kettner, *(hereinafter referred to as "Grantor") in consideration of the sum of* ***Five and No/100 Dollars ($5.00)*** *paid to him by* ***TNT and More, L.L.C.,*** *(hereinafter called Grantee), the receipt and sufficiency of which are acknowledged, have remised, released and forever quit-claimed and do remise, release and forever quit-claim to* ***TNT and More, L.L.C.,*** *and its successors and assigns, in fee simple, the following described property, all of my life estate interest in and to the following described property:*

All and singular, all that certain piece, parcel or lot of land, situate, lying and being in Little River Township, in the County and State aforesaid, containing 0.158 acres, more or less, and being more particularly described as follows:

Beginning at the iron O located on the southeastern corner of Lot 9, being the point of beginning and thence traveling South 30 degrees 30 feet to the southwestern corner of Bryan Street and Waterfront Drive (a/k/a Wharf Avenue), thence turning in a westerly directly along the mean high ride line of the salt march to the southwestern corner of Lot 10, thence turning South 78 degrees 14 feet 38 inches West along the southern boundary lines of Lot 10 and 9 to the point of beginning.

DEFENDANT'S EXHIBIT NO. 14
PENGAD 800-631-6989

Said property being bounded on the North by Lots 9 and 10, East by Bryan Street, South and West by the salt march along the Intracoastal Waterway and also includes accreted land.

Said property is identified as 40 feet along the southern boundary lines o f Lot 9 and Lot 10, as shown on that certain survey of the W.L. Subdivision of Little Rover, South Carolina by S.D. Cox dated August 30, 1920 and recorded in Plat Book 1 at Page 37, Office of the Register of Deeds for Horry County, South Carolina. Said property is also shown as 0/158 acres, more or less, on that certain survey by C.B. Berry, R.L.S., prepared for Wayne and Karen Sue Henderson dated Sept[illegible]

Subject to the Notice of Restrictions, that all activities on or over and all uses of any submerged land or other critical acres are subject to the jurisdiction of the South Carolina Department of Health and Environmental Control, including but not limited to the requirement that any activity or use must be authorized by the South Carolina Department of Health and Environmental Control. Grantee(s) are liable to the extent of his ownership for any damages to, any inappropriate or unpermitted uses of, and any duties or responsibility concerning any submerged land, coastal waters or any other critical area.

This being the same property conveyed to Timothy Donald Kettner by Deed of James Wayne Faircloth, said deed dated July 3, 2014 and recorded on July 3, 2014 in Deed Book 3745 at Page 1259 in the Office of the ROD for Horry County, South Carolina.

Tax Map Number: 131-03-05-043

Grantees' Address: P.O. Box 1258
Little River, SC 29566

The premises are granted together with all the rights, members, hereditaments and appurtenances belonging or in any wise incident or appertaining to him.

To have and to hold the premises to Grantees, their heirs and assigns, forever; so that neither I nor my heirs, nor any other person or persons, claiming under me or them, shall at any time, by any ways or means have, claim or demand any right or title to the above-mentioned premises or appurtenances, or any part or parcel of them, forever.

WITNESS the execution hereof by Grantor this 10th day of July, in the year of our Lord two thousand and fourteen and in the two hundred thirty-eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered

Loni McMahon
1st Witness

2nd Witness

Timothy Donald Kettner
Timothy Donald Kettner

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF HORRY)

I, ______________ *, a Notary Public for South Carolina, , do hereby certify that the Grantor herein personally appeared before me, and acknowledged the execution of the foregoing instrument.*

Witness my hand and official seal this 10th *day of July, 2015.*

(SEAL)

Notary Public for SC
My Commission Expires: 7/6/21

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at .158 acres along Bryan Street, Little River, SC 29566, and bearing Horry County, Tax Map Number 131-03-05-043, was transferred by Timothy Donald Kettner to TNT & More, L.L.C., on the 10th day of July, 2015.
3. Check one of the following: The deed is
   (a) ______ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (b) ______ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   (c) __X__ exempt from the deed recording fee because –(12) Quit Claim Deed; (If exempt, please skip items 4 – 7, and go to item 8 of this affidavit.

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ______ or No ________

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
   (a) ______ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $.
   (b) ______ The fee is computed on the fair market value of the realty which is ____________________.
   (c) ______ The fee is computed on the fair market value of the realty as established for property tax purposes which is ____________________.

5. Check Yes ___ or No ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: ____________________.

6. The deed recording fee is computed as follows:
   (a) Place the amount listed in item 4 above here: ____________________
   (b) Place the amount listed in item 5 above here: ____________________
   (If no amount is listed, place zero here.)
   (c) Subtract line 6(b) from Line 6(a) and place result here: ____________________

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: ____________________.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Timothy Donald Kettner
Timothy Donald Kettner

SWORN to before me this
10th day of July, 2015

Notary Public for South Carolina
My Commission Expires: 7/6/21

Said proeprty being bounded on the North by Lots 9 and 10, East by Bryan Street, South and West by the salt march along the Intracoastal Waterway and also includes accreted land.

Said property is identified as 40 feet along the southern boudary lines o f Lot 9 and Lot 10, as shown on that certain survey of the W.L. Subdivision of Little Rover, South Carolina by S.D. Cox dated August 30, 1920 and recorded in Plat Book 1 at Page 37, Office of the Register of Deeds for Horry County, South Carolina. Said property is also shown as 0/158 acres, more or less, on that certain survey by C.B. Berry, R.L.S., prepared for Wayne and Karen Sue Henderson dated September 23, 1997.

Subject to the Notice of Restrictions, that all activities oon or over and all uses of any submerged land or other critical acres are subject to the jurisdiction of the South Carolina Department of Health and Environmental Contol, including but not limited to the requirement that any activity or use must be authorized by the South Carolina Department of Health and Environmental Control. Grantee(s) are liable to the extent of his ownership for any damages to, any inappropriate or unpermitted uses of, and any duties or responsibility concerning any submerged land, coastal waters or any other critical area.

Said property is also subject to the life estate of Karen Sue Henderson and James Wayne Faircloth.

Being the same proeprty conveyed to TNT and More, Inc by deeds of Southdough, LLC and recorded simultaneously herewith in the Office of the Register of Deeds for Horry County, South Carolina.

Being the same property conveyed to TNT and More, Inc,. by deed of TImothy Donald Kettner and recorded simuntaneously herewith in the Office of the Register of Deeds for Horry County, South Carolina.

Incorrect EXECUTION DATE

NO TITLE SEARCH HAS BEEN PERFORMED BY
PREPARING ATTORNEY

(Please do not write above this line – Reserved for Register of Deeds Office)

Prepared By: Daniel A. Selwa, II, Esquire
302 Main Street
North Myrtle Beach, SC 29582

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, THAT Sourdough, LLC, a North Carolina limited liability company (hereinafter called "Grantor"), for and in consideration of the sum of FIVE AND NO/100 DOLLARS ($5.00) and no other consideration to the Grantor in hand paid at and before the sealing of these presents by TNT and More, Inc., (the receipt whereof is hereby acknowledged) has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said **TNT and More, Inc.**:

ALL AND SINGULAR, all that certain piece, parcel or lot of land, situate, lying and being in Little River Township, in the County and State aforesaid, containing 0.158 acres, more or less, and being more particularly described as follows:

BEGINNING at the iron O located on the southeastern corner of LOT 9, being the point of beginning and thence traveling South 30 degrees 30 feet East to the Southwestern corner of Bryan Street and Waterfront Drive (a/k/a Wharf Avenue). Thence, turning in a westerly direction along the mean high tide line of the salt marsh to the southwestern corner of LOT 10, thence turning South 78 degrees 14 feet 38 inches West along the Southern boundary lines of LOT 10 and LOT 9 to the point of BEGINNING.

Said property being bounded on the North by Lots 9 and 10, East by Bryan Street, South and West by the salt marsh along the Intracoastal Waterway and also includes accreted land.

Said property is identified as 40 feet road along the Southern boundary lines of Lot 9 and Lot 10, as shown on that certain survey of the W. L. Subdivision of Little River, South Carolina by S. D. Cox dated August 30, 1920 and recorded in Plat Book 1 at Page 37, Office of the Register of Deeds for Horry County, South Carolina. Said property is also shown as 0.158 acres more or less, on that certain survey by C. B. Berry, R.L.S. prepared for Wayne and Karen Sue Henderson and dated September 23, 1997.

SUBJECT to the Notice of Restriction, that all activities on or over and all uses of any submerged land or other critical areas are subject to the jurisdiction of the South Carolina Department of Health and Environmental Control, including, but not limited to the requirement that any activity or use must be authorized by the South Carolina Department of Health and Environmental Control. Grantee(s) are liability to the extent of his ownership for any damages to, any inappropriate or unpermitted uses of, and any duties or responsibilities concerning any submerged land, coastal waters or any other critical areas.

Said property is also SUBJECT to the life estate of Karen Sue Henderson and James Wayne Faircloth.

Tax Map #: 131-03-05-043

Grantee(s) Address: 4474 Waterfront Avenue, Little River, SC 29566

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said **TNT and More, Inc.**, its successors and assigns, forever — so that neither it, the said Sourdough, LLC, a North Carolina limited liability company nor its successors and assigns, nor any other person or persons, claiming under it, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

WITNESS its hand and seal this **15th** day of **July, 2015**.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SOURDOUGH, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY

By: ______________________ (L.S.)
Michael Hayden. Member

____
1st Witness
Print Name: DENISE CLEMENTS

____
2nd Witness (Notary)
Print Name: Kera Crawford

STATE OF FLORIDA)
COUNTY OF Lee)
)

CORPORATE ACKNOWLEDGMENT

I, Tara Crawford (print notary name) do hereby certify that Michael Hayden member of Sourdough, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing Warranty Deed.

Notary Signature

Print Name: Tara Crawford

My Commission Expires 8/31/18

(SEAL)
TARA CRAWFORD
MY COMMISSION #FF150621
EXPIRES August 31, 2018
(407) 398-0153 FloridaNotaryService.com

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SOURDOUGH, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY

By: ______________________ {L.S.}
Bruce Baxter

____
1st Witness
Print Name: Ashley E. Girouard

____
2nd Witness (Notary)
Print Name: April Gatewood

STATE OF Virginia)
COUNTY OF Albemarle)
)

CORPORATE ACKNOWLEDGMENT

I, Ashley E. Girouard (print notary name) do hereby certify that Bruce Baxter, member of Sourdough, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing Warranty Deed.

Ashley E. Girouard
Notary Public
Commonwealth of Virginia
Reg # 7618205
My Commission Expires May 31, 2018

____
Notary Signature
Print Name: Ashley E Girouard

My Commission Expires May 31, 2018

(SEAL)

File # 15-3188

STATE OF FL)
COUNTY OF Lee) **AFFIDAVIT**
)

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at Little River, SC 29566, bearing Horry County Tax Map Number 131-03-03-018, 019, 020/05-043, was transferred by Sourdough, LLC, a North Carolina limited liability company to TNT and More, Inc. on this 3rd day of July, 2015.

3. Check one of the following: The deed is

(a) ____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _______ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) XX exempt from the deed recording fee because (See Information section of affidavit); (If exempt, please skip items 4 – 7, and go to item 8 of this affidavit. NO CONSIDERATION

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ______ or No ________

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

(a) _______ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of ZERO DOLLARS.

(b) _______ The fee is computed on the fair market value of the realty which is $__________

(c) _______ The fee is computed on the fair market value of the realty as established for property tax purposes which is ______________________

5. Check Yes ___ or No ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: ____________________.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: $0.00

(b) Place the amount listed in item 5 above here: $ 0.00 (If no amount is listed, place zero here.)

(c) Subtract line 6(b) from Line 6(a) and place result here: $0.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _740.00_.

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: ______SELLER(S)______________________________.

8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

____
Sourdough, LLC, a North Carolina limited liability company

SWORN to before me this ____________

day of ~~July~~____________, 2015.

____
(Notary Public)

My commission expires 8/31/18

TARA CRAWFORD
MY COMMISSION #FF150621
EXPIRES August 31, 2018
(407) 398-0153 FloridaNotaryService.com

* The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or place on the realty as a realty of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

PIN 31109020012, 31109020014, 31109020013

NO TITLE SEARCH PERFORMED BY PREPARING ATTORNEY

(Please do not write above this line – Reserved for Register of Deeds Office)

Prepared By: Daniel A. Selwa, II, Esquire
302 Main Street
North Myrtle Beach, SC 29582

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **SOURDOUGH, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY,** in the State aforesaid, for and in consideration of the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00), unto it paid at and before sealing of these presents by **TNT AND MORE, INC.**, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the said TNT and More, Inc., its successors and assigns, forever, in fee simple, the following described property, to wit:

PARCEL 1

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in the County and States aforesaid, Little River Township, Horry County, South Carolina, and being more particularly described as LOT NINE (9) of the W. L. Bryan Subdivision at Little River, South Carolina, said lot being more particularly shown on that certain map by S. D. Cox dated August 30, 1920 and recorded in Plat Book 1 at Page 37, Horry County records.

For a more recent and up-to-date survey, reference is made to that certain plat prepared for Sourdough, LLC dated March 15, 1996 by Atlantic Land Surveying Co., Inc, Joel F. Floyd, RLS, referenced to which is made a part and parcel hereof.

THIS BEING THE IDENTICAL PROPERTY conveyed to Sourdough, LLC by Deed recorded on February 12, 1997 in the Office of the Register of Deeds for Horry County, South Carolina in Book 1921 at Page 467.

TMS # 131-03-03-019

PARCEL 2:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being in the County and States aforesaid, Little River Township, Horry County, South Carolina, and being more particularly described as LOT TEN (10) of the W. L. Bryan Subdivision at Little River, South Carolina, said lot being more particularly shown on that certain map by S. D. Cox dated August 30, 1920 and recorded in Plat Book 1 at Page 37, Horry County records.

For a more recent and up-to-date survey, reference is made to that certain plat prepared for Sourdough, LLC dated March 15, 1996 by Atlantic Land Surveying Co., Inc, Joel F. Floyd, RLS, referenced to which is made a part and parcel hereof.

THIS BEING THE IDENTICAL PROPERTY conveyed to Sourdough, LLC by Deed recorded on February 12, 1997 in the Office of the Register of Deeds for Horry County, South Carolina in Book 1921 at Page 530.

TMS # 131-03-03-018

PARCEL 3:

ALL AND SINGULAR, all that certain piece, parcel or tract of land, situate, lying and being in Little River Township, County of Horry, State of South Carolina, and being shown and designated as 0.68 acre, more or less, TMS 131-03-03-020, as appears upon plat prepared for Sourdough, LLC by Atlantic Land Surveying Co., Inc., Joel F. Floyd, RLS, dated March 15, 1996, reference to which is made a part and parcel hereof.

A portion of the herein described property may contain submerged land and notice is hereby given that all activities on or over and all uses of the submerged land or other critical areas are subject to the jurisdiction of the Coastal Council, including but not limited to, the requirement that any activities or use must be authorized by the South Carolina Coastal Council. Any owner is liable to the extent of his ownership for any damages to, any inappropriate or unpermitted uses of, and any duties or responsibilities concerning any submerged land, coastal waters, or any other critical areas.

THIS CONVEYANCE is also made subject to the conditions and requirements of the permits issued by the U. S. Army Corps of Engineers and South Carolina Coastal Council.

THIS BEING THE IDENTICAL PROPERTY conveyed to Sourdough, LLC by Deed recorded on June 9, 2000, in the Office of the Register of Deeds for Horry County, South Carolina in Book 2270 at Page 694.

TMS # 131-03-03-080

Grantee Address: 4474 Waterfront Avenue
Little River, SC 29566

TOGETHER WITH all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said TNT and More, Inc., its successors and assigns, forever, in fee simple.

AND Grantor does hereby bind its successors and assigns, to warrant and forever defend all and singular the said premises unto the said TNT and More, Inc., its successors and assigns, forever, in fee simple, against its successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF the undersigned Hand and Seal this 3rd day of July, 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SOURDOUGH, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY

1st Witness
Print Name: DENISE CLEMENTS

By: ______________ {L.S.}
Michael Hayden, Member

2nd Witness (Notary)
Print Name: Tara Crawford

STATE OF ~~SOUTH CAROLINA~~ FLORIDA)
COUNTY OF ~~HORRY~~ LEE)

CORPORATE ACKNOWLEDGMENT

I, Tara Crawford (print notary name) do hereby certify that Michael Hayden member of Sourdough, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing Warranty Deed.

TARA CRAWFORD
MY COMMISSION #FF150621
EXPIRES August 31, 2018
NOTARY PUBLIC STATE OF FLORIDA
(407) 398-0153 FloridaNotaryService.com

Notary Signature
Print Name: Tara Crawford

My Commission Expires 8/31/18

(SEAL)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SOURDOUGH, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY

1st Witness
Print Name: Ashley E. Girouard

By: ______________ {L.S.}
Bruce Baxter

2nd Witness (Notary)
Print Name: April Goodewood

STATE OF ~~SOUTH CAROLINA~~ VIRGINIA)
COUNTY OF ~~HORRY~~ ALBEMARLE)

CORPORATE ACKNOWLEDGMENT

I, Ashley E. Girouard (print notary name) do hereby certify that Bruce Baxter, member of Sourdough, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing Warranty Deed.

Notary Signature
Print Name: Ashley E Girouard

My Commission Expires May 31, 2018

(SEAL)

Ashley E. Girouard
Notary Public
Commonwealth of Virginia
Reg # 7618205
My Commission Expires May 31, 2018

File # 15-3188

STATE OF FLORIDA)
COUNTY OF LEE COUNTY)
)

AFFIDAVIT

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at Little River, SC 29566, bearing Horry County Tax Map Number 131-03-03-018, 019, 131-03-03-020, was transferred by Sourdough, LLC, a North Carolina limited liability company to TNT and More, Inc. on this 3rd day of July, 2015.

3. Check one of the following: The deed is

(a) XX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _______ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) ______ exempt from the deed recording fee because (See Information section of affidavit); (If exempt, please skip items 4 – 7, and go to item 8 of this affidavit.

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ______ or No _________

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

(a) xx The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of 200,000.00
.

(b) _______ The fee is computed on the fair market value of the realty which is $___________
.

(c) _______ The fee is computed on the fair market value of the realty as established for property tax purposes which is ______________________________
.

5. Check Yes ___ or No ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: ______________________.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: $200,000.00
(b) Place the amount listed in item 5 above here: $ 0.00 (If no amount is listed, place zero here.)
(c) Subtract line 6(b) from Line 6(a) and place result here: $200,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _740.00_.

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: SELLER(S).

8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sourdough, LLC, a North Carolina limited liability company

SWORN to before me this 3rd

day of July, 2015.

(Notary Public)

My commission expires 8/31/18

TARA CRAWFORD
MY COMMISSION #FF150621
EXPIRES August 31, 2018
(407) 398-0153 FloridaNotaryService.com

* The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or place on the realty as a realty of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _740.00_.

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: SELLER(S).

8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sourdough, LLC, a North Carolina limited liability company

SWORN to before me this 3rd

day of July, 2015.

(Notary Public)

My commission expires May 31, 2018

Ashley E. Girouard
Notary Public
Commonwealth of Virginia
Reg # 7618205
My Commission Expires May 31, 2018

* The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or place on the realty as a realty of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

(https://www.horrycountysc.gov) horrycountysc.gov

Land Records

1310303020

Back to Results >

ADJ TO LT 10 200' E; BRYANT ...

PIN: 31109020012 / TMS: 1310303020

Land

Transfers

Permits

Memos

Contact Us

Transfer Date 2021-01-01

Deed Amount	$0
Seller	Multiple Owners
Purchaser	TNT AND MORE INC
Deed Book	MC2106
Deed Page	141025
Deed Type	NOTTOSTATE

Transfer Date 2015-07-03

Deed Amount	$200,000
Seller	SOURDOUGH LLC
Purchaser	TNT AND MORE INC
Deed Book	3835
Deed Page	924
Deed Type	DEED

Transfer Date 2000-06-09

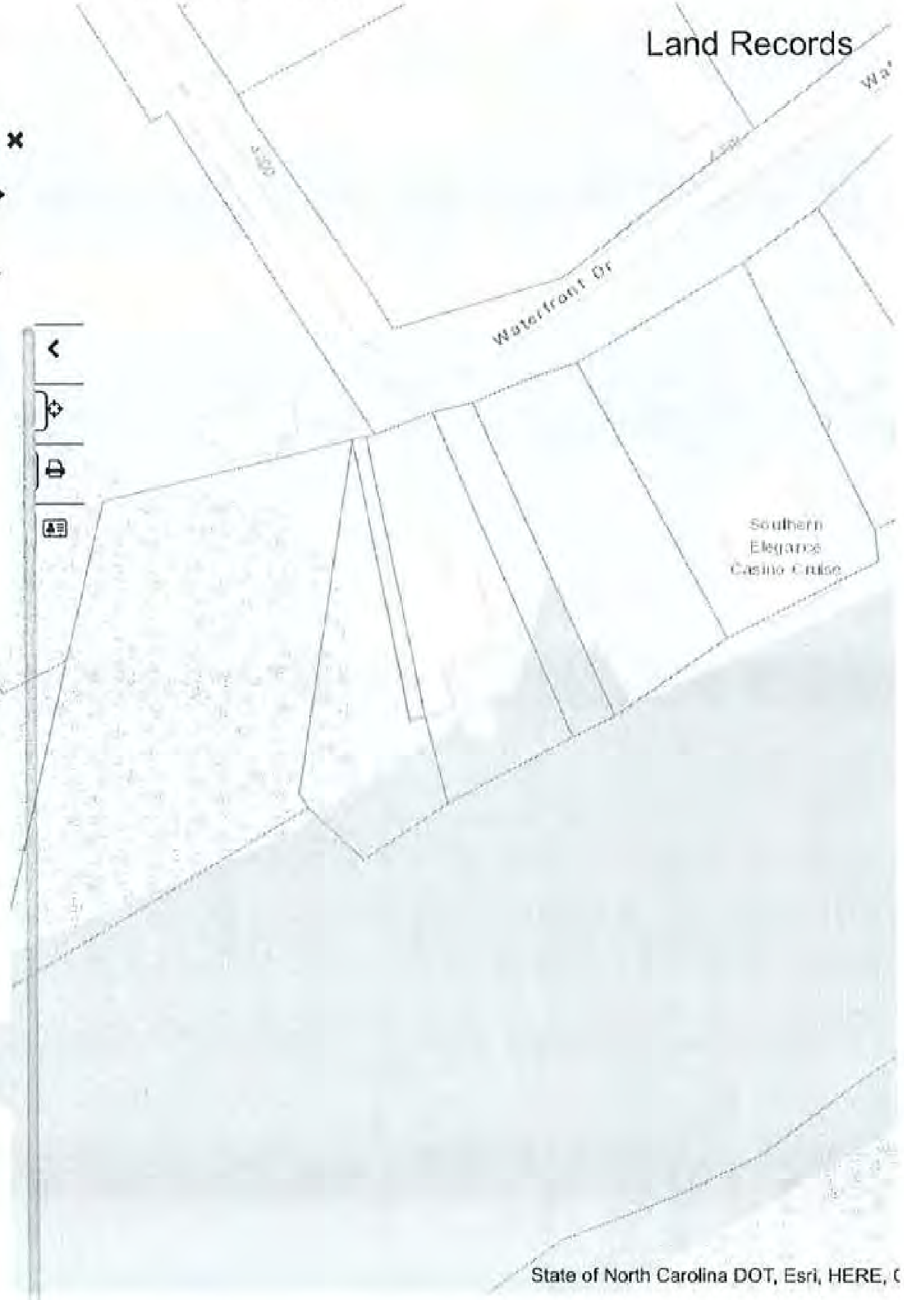
Deed Amount	$5
Seller	SOURDOUGH LLC
Purchaser	SOURDOUGH LLC
Deed Book	2270
Deed Page	694
Deed Type	DEED

Transfer Date 1996-10-29

Deed Amount	$1
Seller	VEREEN RUDOLPH M ETAL
Purchaser	SOURDOUGH LLC
Deed Book	1921
Deed Page	536
Deed Type	DEED

Transfer Date 1990-12-18

Deed Amount	$0
Seller	



State of North Carolina DOT, Esri, HERE, (

HC Imagery

R-1834

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

QUIT-CLAIM DEED

NOW, KNOW ALL MEN BY THESE PRESENTS, that I,

FREDDIE MCGINN, a/k/a ADDIS S. MCGINN, III,

in consideration of the premises and also in consideration of the sum of **ONE HUNDRED FIFTY THOUSAND AND NO/100 ($150,000.00)** to myself in hand paid at and before the sealing and delivery of these presents by

TNW AND MORE, LLC

ADDRESS: P.O. Box 1258, Little River, SC 29566

(the receipt whereof is hereby acknowledged) has remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said **TNW AND MORE, LLC,** its Successors and Assigns, all my right, title and interest, in and to the following described property to wit:

ALL THAT CERTAIN piece, parcel or lot of land lying, situate and being in Little River Township, Horry County, designated as **Tax Parcel 131-03-05-023** as shown on the records of the Horry County Tax Assessor, together with the dock which extends form said lot into and over a portion of the Intracoastal Waterway.

THIS BEING the identical premises conveyed to Freddie McGinn by a deed from Barbara C. Vereen dated February 20, 2003 and filed March 3, 2004 in Deed Book 2704 at Page 464 in the Office of the Register of Deeds for ~~Georgetown~~ County.
Horry

TMS **#131-03-05-023**

TOGETHER with all and singular rights, members, hereditaments and appurtenance to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said **TNW AND MORE, LLC,** its Successors and Assigns, forever - so that neither he, the said **FREDDIE MCGINN, a/k/a ADDIS S. MCGINN, III,** nor his Heirs, Assigns, or Successors, nor any other person or persons, claiming under him or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

WITNESS my Hand and Seal this 15 day of September in the year of our Lord Two Thousand and Seventeen (2017) and in the Two Hundred and Forty-Second (242nd) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Freddie McGinn

Freddie McGinn

Addis McGinn

Addis S. McGinn III

a/k/a Addis S. McGinn, III

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF HORRY)

I, Robert J Moran, a Notary Public for the State of South Carolina, do hereby certify that **Freddie McGinn** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my Hand and Official Seal (as required) this 15 day of September, 2017.

Notary Public for South Carolina

My commission expires: 2-3-19

Robert Moran

R-1836

STATE OF SOUTH CAROLINA } **AFFIDAVIT**
COUNTY OF HORRY }

Date of Transfer of Title
Closing Date ________________, 2017.

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.

2. The property is being transferred by **FREDDIE MCGINN, A/K/A ADDIS S. MCGINN, III TO TNW AND MORE, LLC** ON SEPTEMBER __________, **2017.**

3. The DEED is (check one of the following)
   (A) XX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (B) ______ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
   (C) ____ EXEMPT from the deed recording fee because (Exemption # ____).
   (Explanation required) ____. (If exempt, please skip items 4-6, and go to item 7 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   (A) XX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $ 150,000.00 .
   (B) ____ The fee is computed on the fair market value of the realty which is $____.
   (C) ____ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_.

5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is $ _____.

6. The DEED Recording Fee is computed as follows:
   (A) $ 150,000.00 the amount listed in item 4 above.
   (B) $ 0.00 the amount listed in item 5 above (no amount place zero).
   (C) $ 150,000.00 Subtract Line 6(b) from Line 6(a) and place the result.

7. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as: THE GRANTOR .

8. Check if Property other than Real Property is being transferred on this Deed.
   (A) _______________ Mobile Home
   (B) _______________ Other

9. ______ DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of __ deceased CASE NUMBER __. Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South carolina: that (s)he has prepared the Deed of Distribution for the Personal Rep. In the Estate of __ deceased and that the grantee(s) therein are correct and confirm to the estate file for the above named decedent.

10. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisonment not more than one year, or both.

Sworn this 15

day of September, 2017.

Freddie McGinn
Freddie McGinn

Notary Public for South Carolina
My Commission Expires:
Robert Moran 2-3-19

R-1837

793582

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

FILED
HORRY COUNTY, S.C.
2004 MAR -3 PM 2:27
BALLERY V. SKIPPER
REGISTRAR OF DEEDS

QUIT-CLAIM DEED

NOW, KNOW ALL MEN BY THESE PRESENTS, that I **Barbara C. Vereen,** in consideration of the premises and also in consideration of the sum of Four Thousand and 00/100 ($4,000.00) DOLLARS, *to me in hand paid at and before the sealing and delivery of these presents* by **Freddie McGinn** (the receipt whereof is hereby acknowledged) have remised, released and forever quit claimed, and by these presents do remise, release and forever quitclaim unto the said **Freddie McGinn,** his Heirs and Assigns, all my right, title and interest, in and to the following described property to wit:

> All that certain piece, parcel, or lot of land, lying situate and being in Little River Township, Horry County, designated as Tax Parcel **131-03-05-023**, as shown on the records of the Horry County Tax Assessor, together with the dock which extends from said lot into and over a portion of the Intracoastal Waterway.
>
> Being a portion of the premises previously conveyed by a Deed of Distribution of Rudolph M. Vereen, Personal Representative of the Estate of Samuel M. Vereen, filed with the Clerk of Court for Horry County on December 18, 1990 in Deed Book 1441 at Page 428.

Grantees Address: Post Office Box 855, Little River, SC 29566

TOGETHER with all and singular rights, members, hereditaments and appurtenance to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said **Freddie McGinn,** his Heirs and Assigns, forever so that neither I, the said **Barbara C. Vereen,** nor my Heirs, Assigns, nor any other person or persons, claiming under me or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

STATE 10.40 COUNTY 4.40

EXEMPT YES NO

ASSESSOR 131-03-05-023 3-4-04 [illegible] 464

DEED
2704 0464

R-1838

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

AFFIDAVIT OF CONSIDERATION

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.

2. The property described herein, legally known as **Horry County Parcel #131-03-05-023** was transferred by **Barbara C. Vereen** to **Freddie McGinn** by the within Deed dated February 20, 2004.

3. The Deed is subject to the Deed Recording Fee as a transfer for consideration paid or to be paid in money or money's worth.

4. The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of **FOUR THOUSAND AND NO/100 ($4,000.00) DOLLARS.**

5. **THERE ARE NO LIENS OR ENCUMBRANCES** existing on the land, tenement or realty before transfer that will remain after transfer.

6. The Deed Recording Fee is computed as follows:

(a) Amount from Item #4 above:	$ 4,000.00
(b) Amount from Item #5 above:	-0-
(c) Result of 6(a) minus 6(b):	**$ 4,000.00**

7. The Deed Recording Fee is based on the amount listed in Item #6(c) above and the Deed Recording fee due is **$14.80**.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with this transaction as **Attorney for the Grantee.**

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand and no/100 ($1,000.00) Dollars or imprisoned not more than one (1) year, or both.

SWORN to before me this
20th day of February, 2004.

Notary Public for South Carolina

My commission expires: 5-30-06

Robert J. Moran, Jr.
Attorney for the Grantee

WITNESS my Hand and Seal this 20th day of February in the year of our Lord Two Thousand Three (2003) and in the Two Hundred and Twenty Eighth (228th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Agnes M. Vereen

Barbara C. Vereen
Barbara C. Vereen

STATE OF SOUTH CAROLINA	)	
	)	ACKNOWLEDGMENT
COUNTY OF HORRY	)	

I, Suzanne G. Laughlan, a Notary Public for the State of South Carolina, do hereby certify that **Barbara C. Vereen** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my Hand and Official Seal (as required) this 20th day of February, 2004.

Suzanne G. Laughlan
Notary Public for South Carolina
My Commission Expires: 3-24-2013

SUZANNE G. LAUGHLAN
NOTARY PUBLIC
SOUTH CAROLINA

4166

DEED Bk. 1441
Pg. 428

138000

ORIGINAL

FILED
HORRY COUNTY, S.C.
1990 DEC 18 PM 12:43
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

PROBATE COURT

IN THE MATTER OF ESTATE OF SAMUEL M. VEREEN

[illegible] 7-1-103

HORRY COUNTY ASSESSOR
131-03-03-020 and
12-14-90 Map — Blk — Parcel
131-03-05-023.

DEED OF DISTRIBUTION

WHEREAS, the decedent died on the 1st day of December, 19 82; and,

WHEREAS, the estate of the decedent is being administered in the Probate Court for Horry County, South Carolina in File # 7-1-103; and,

WHEREAS, the grantee herein is either a beneficiary or heir at law, as appropriate, of the decedent; and,

WHEREAS, the undersigned Personal Representative is the duly appointed and qualified fiduciary in this matter; and,

NOW, THEREFORE, in accordance with the laws of the State of South Carolina, the Personal Representative has granted bargained, sold and released, and by these Presents does grant, bargain, sell and release to:

Name:	Rudolph M. [illegible]een	William U. Vereen	Allene V. Russ
Address:	P.O. Box 14[illegible]	4385 5th Ave. N.	1480 Reynard Dr.
	Little River, SC 29566	Little River, SC 29566	Virginia Beach, VA 23451

a one-fourth (1/4) undivided interest each and to:

Joseph J. Vereen
5837 Sara Kay Dr.
Richmond, VA 23237

Donna V. Pittman
c/o Mrs. Helen V. Braswell
111 Whitman Ave.
Castle Hayne, NC 28429

a one-eighth (1/8) undivided interest each in and to the following described property:

ALL AND SINGULAR, all those certain pieces, parcels, or tracts of land, [illegible] ing, and bei[illegible] in Little River Township, County and State aforesaid, and more part[illegible] and described [illegible] attached hereto which is a copy [illegible] of a map [illegible] office and shown thereon as tracts 20 and [illegible], [illegible] bearing tax [illegible] 13103-03 0[illegible] and 13105-05-02[illegible], respectively, and ha[illegible] shown on the tax records of Horry County in the name of Samue[illegible] [illegible]reen since on or before 1980, together with the dock which extends [illegible] Tract 23 into and over a portion of the Intracoastal Waterway.

BOOK 1441 PAGE 428

428

ORIGINAL

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises/Property belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises/Property unto the said Rudolph M. Vereen, William M. Vereen, Allene V. Russ, Joseph J. Vereen, and Donna V. Pittman, their heirs and assigns forever, in the respective amounts as shown in the granting clause hereof.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of the decedent, has executed this Deed, this ___ day of December 1990 ESTATE OF SAMUEL M. VEREEN

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Signature: By: Rudolph M. Vereen
Rudolph M. Vereen
Administrator

Witness: ___ McCrackin

Witness: Cheryl L. ___

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness ___ and made oath that he/she saw the within named Personal Representative(s) sign, seal, and as their act and deed, deliver the within written Deed, and that he/she with the other witness who signed above witnessed the execution thereof.

SWORN to before me this 17th day of December, 19 90

Witness Signature: ___ McCrackin

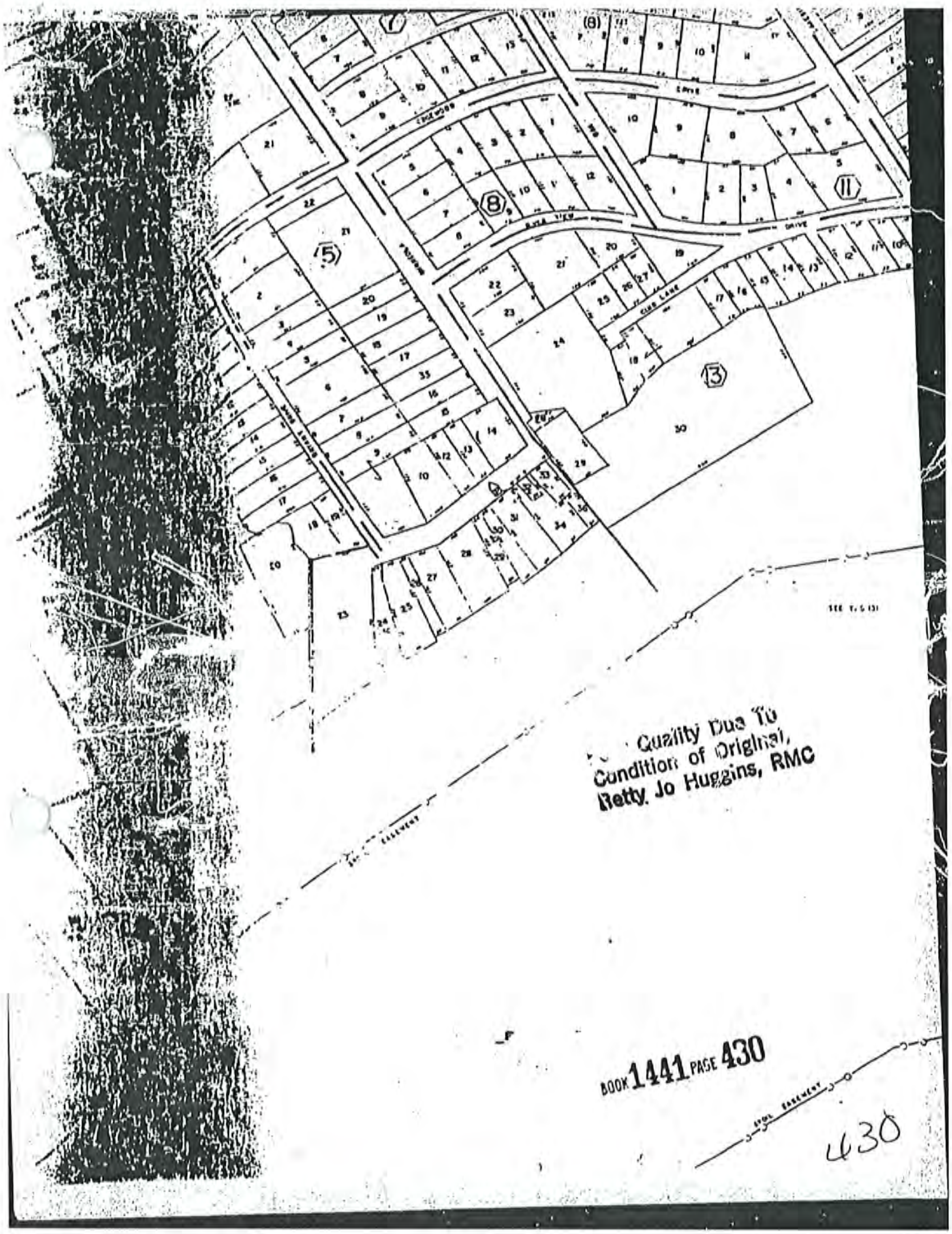
Cheryl L. ___
Notary Public for South Carolina
My Commission Expires: 4/5/1998

FORM #100PC (11/87)

BOOK 1441 PAGE 429

ORIGINAL

PAGE 2 OF 2


Quality Due To
Condition of Original,
Betty Jo Huggins, RMC
BOOK 1441 PAGE 430
430

TMS Number correct 1310305024

Gts/th/SMITH/KETTNER
SAMAHA LAW FIRM
291C HIGHWAY 90 EAST
LITTLE RIVER, SC 29566

THIS DEED PREPARED WITHOUT TITLE CERTIFICATION OR EXAMINTION*

STATE OF SOUTH CAROLINA	)	
	)	**TITLE TO REAL ESTATE**
COUNTY OF HORRY	)	

KNOW ALL MEN BY THESE PRESENTS, that WILLIE S. SMITH, IN HER CAPACITY AS TRUSTEE OF THE SARA S. JUEL IRREVOCABLE TRUST, hereinafter referred to as Grantor in consideration of ONE HUNDRED FORTY THOUSAND AND NO/100 ($140,000.00) DOLLARS, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents, does grant, bargain, sell and release unto TNT AND MORE, INC., hereinafter referred to as Grantee, its successors and assigns forever, the following described property located in Horry County, South Carolina:

SEE ATTACHED EXHIBIT 'A' FOR LEGAL DESCRIPTION

Grantee's Mailing Address: PO Box 1258
Little River, SC 29566

Derivation: 2349/1042 and 2349/1039
TMS#131-03-05-024

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to said premises belonging, or in anywise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and grantee's(s') heirs or successors and assigns, forever. And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s), and the grantee's(s') heirs or successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's(s') hand(s) and seal(s) this 21st day of September, 2009.

SIGNED, sealed and delivered in the presence of:

Theresa Herman

George T. Brooks

WILLIE S. SMITH, IN HER CAPACITY AS TRUSTEE OF THE SARA S. JUEL IRREVOCABLE TRUST

By: Willie S. Smith, Trustee
Willie S. Smith, Trustee

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF HORRY)

Personally appeared the undersigned witness and made oath that (s)he saw the within named grantors sign, seal, and as the grantor's(s') act and deed deliver the within written Deed and that (s)he, with the other witness subscribed above witnessed the execution thereof.

Theresa Herman

SWORN to before me this 17th day of September, 2009.

George T. Brooks **(L.S.)**
Notary Public for South Carolina
My Commission Expires: 8/18/13

EXHIBIT "A"

ALL AND SINGULAR, all that certain piece, parcel or tract of land situate, lying and being in the County of Horry, State of South Carolina, Little River Township, Village of Little River, designated as Parcel "C" of lands formerly of Vance Kinlaw shown on a map prepared by S. D. Cox, Jr., R.L.S., dated the 13th day of February, 1062, and recorded in the Office of the Clerk of Court for Horry County in Plat Book 39 at Page 55, including all docks, piers, pilings, slips, and other improvements thereon and/or extending therefrom near, into and, also all docking rights and dock and improvement permits relating thereto.

TMS#131-03-05-024

Derivation: 2349/1042; 2349/1039

STATE OF SOUTH CAROLINA) **AFFIDAVIT**
COUNTY OF HORRY)

PERSONALLY appeared before me the undersigned, who, being duly sworn, says:
1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at Part of Dock, Parcel C, Little River, Horry County, South Carolina 29566, TMS#131-03-05-024 transfer from Willie S. Smith, in Her Capacity as Trustee of the Sara S. Juel Irrevocable Trust to TNT and More, Inc. on September 21, 2009.

3. Check one of the following: The deed is
_XX_(a)subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
____(b)subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
___c)exempt from the deed recording the fee because (See Information section of affidavit);
(if exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No ____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit):

(a) _XX__ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $ 140,000.00 .

(b) ___The fee is computed on the fair market value of the realty which is ______________________________

(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is ______________________________.

5. Check Yes ___ or No___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is $____________________.

6. The deed recording fee is computed as follows:
(a) Place the amount listed in item 4 above here: $ 140,000.00
(b) Place the amount listed in item 5 above here: -0-
(if no amount is listed, place zero here)
(c) Subtract line 6(b) from Line 6(a) and place result here: $140,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $ 518.00

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: SELLER

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

WILLIE S. SMITH IN HER CAPACITY AS TRUSTEE OF THE SARA S. JUEL IRREVOCABLE TRUST

By: Willie S. Smith, Trustee
Willie S. Smith, Trustee
SELLER

SWORN to before me this 21st day of September, 2009.

8/18/12
Notary Public for South Carolina
My Commission Expires: 11/5/11

Theresa Herman
NOTARY

Deed BK: 4520 PG: 651 Doctype: 001 02/25/2022 at 01:54:48 PM, 1 OF 5 County Stamps: $27.50 State Stamps: $65.00 Marion D. Foxworth III, Horry County, SC Registrar of Deeds
31109020009,

Prepared By and Return To:
Wright, Worley, Pope, Ekster & Moss, PLLC
628-A Sea Mountain Highway
North Myrtle Beach, SC 29582

STATE OF SOUTH CAROLINA)
) **TITLE TO REAL ESTATE**
COUNTY OF HORRY)

KNOW ALL MEN BY THESE PRESENTS, THAT **SAND HILL INDUSTRIES, INC. SOMETIMES REFERRED TO AS SANDHILL INDUSTRIES, INC.** (Grantor) in the State aforesaid, for and in consideration of the sum of TWENTY FIVE THOUSAND AND 00/100 DOLLARS ($25,000.00) to it in hand paid at and before the sealing of these presents by **LONGSHOT TV, LLC** in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto said **LONGSHOT TV, LLC,** its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

ALL THE GRANTOR'S RIGHT TITLE AND INTEREST IN AND TO THE FOLLOWING:

The boat dock located in Horry County, Little River, South Carolina, located between the dock now or formerly owned by Vance Kinlaw and the dock now or formerly owned by Donnie Mintz.

The grantor acquired the above property by deed from First Community Bank recorded in Deed Book 1215 at Page 571, records of Horry County.

TMS: 131-03-05-038/PIN 311-09-02-0009

Grantee Address: 500 Main Street
North Myrtle Beach, SC 29582

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said **LONGSHOT TV, LLC,** its successors and assigns forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said **LONGSHOT TV, LLC,** its successors and assigns forever, in fee simple against itself and its successors and assigns and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS the execution hereof by the undersigned hand and seal this 25 day of February, 2022.

Signed, Sealed and Delivered
in the Presence of

Witness Signs

Notary Signs

SAND HILL INDUSTRIES, INC. SOMETIMES REFERRED TO AS SANDHILL INDUSTRIES, INC.

By: ______________________
Michael G. Speros, President

STATE OF SOUTH CAROLINA) ACKNOWLEDGEMENT
) (Pursuant to S.C. Code Sect. 30-5-30(c))
COUNTY OF HORRY)

I, Renee H. Baxley, a Notary Public for the State of South Carolina, do hereby certify that personally appeared Michael G. Speros, President of Sand Hill Industries, Inc. sometimes referred to as Sandhill Industries, Inc., this day and acknowledged the due execution of the foregoing Deed.

Witness my hand and official seal this 25 day of February, 2022.

Notary Public for the Jurisdiction Aforesaid
Printed Name of Notary Renee H. Baxley
My commission expires: 12/18/27

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:
1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at Dock bearing Horry County TMS: 131-03-05-038/PIN 311-09-02-0009 was transferred by Sand Hill Industries, Inc. sometimes referred to as Sandhill Industries, Inc. on February 25, 2022.

3. Check one of the following: The deed is
(a) __X__subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____exempt from the deed recording fee because (See Information section of affidavit): ________________

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)
If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
(a)__X___ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of *$25000.00*
(b)_____ The fee is computed on the fair market value of the realty which is _____ .
(c)_____ The fee is computed on the fair market value of the realty as established for property tax purposes which is

5. Check Yes ___ or No _x__ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

6. The deed recording fee is computed as follows:
(a) Place the amount listed in item 4 above here: $25000.00
(b) Place the amount listed in item 5 above here: -0-
(If no amount is listed, place zero here.)
(c) Subtract Line 6(b) from Line 6(a) and place result here: $25000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $92.50

8. As required by Code Section 12-24-70, I state that I am a responsible person who is a Grantor

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sand Hill Industries, Inc. sometimes referred to as Sandhill Industries, Inc.

Michael G. Speros, President

SWORN to and subscribed before me this 25 day of February, 2022.

Notary Public for South Carolina
My commission expires 12/18/27

Printed Name of Notary Renee H. Baxley

750852

FILED
HORRY COUNTY, S.C.

2002 APR -8 PM 4:32

R.M.C.

Prepared By: Mullins Law Firm, P.A.
1312 Madison Drive
Post Office Box 585
N. Myrtle Beach, SC 29597

State of South Carolina

County of Horry

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, THAT Wayne D. Henderson and Karen Sue Henderson (hereinafter called "Grantors"), for and in consideration of the sum of Two Hundred Forty Thousand and No/100 Dollars ($240,000.00) and no other consideration to the Grantors in hand paid at and before the sealing of these presents by TNT AND MORE, INC., (the receipt whereof is hereby acknowledged) have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said **TNT AND MORE, INC.**:

ALL AND SINGULAR, that certain piece, parcel or lot of land, with the improvements situate thereon, lying and being in Little River Village, Little River Township, Horry County, South Carolina, shown and described on a map made for Donnie Mintz by C.B. Berry, R.L.S., dated August 10, 1972, reference to which said map is craved as forming a part and parcel thereof; and further, referencing the description found in that certain Contract of Sale from Donnie Mintz, Seller to Wayne Henderson, buyer, dated January 6th, 1981 and recorded in the records of Horry County in Deed Book 697 at Page 672.

BEING the same property conveyed by deed recorded in Deed Book 1739 at Page 886 and Deed Book 1440 at Page 114.Tax Map #: 131-03-05-025

Granteees Address: P.O. Box 1258, Little River, SC 29566

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said **TNT AND MORE, INC.**, its successors and assigns, forever — so that neither they, the said **Wayne D. Henderson and Karen Sue Henderson** nor its successors and assigns, nor any other person or persons, claiming under them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

WITNESS their hands and seals this 4th day of ~~February~~ April in the year of our Lord **two thousand two.**

Signed, Sealed and Delivered
in the Presence of

Randall K. Mullins
1st Witness

2nd Witness

Wayne Henderson (L.S.)
Wayne D. Henderson

Karen S Henderson (L.S.)
Karen Sue Henderson

STATE 624 00 **COUNTY** 264 00

EXEMPT **YES** **NO**

ASSESSOR 131-03-05-025

DEED
2468 0647

4 - R-1853

647

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF HORRY)

PERSONALLY appeared before me the undersigned, who, being duly sworn, deposes and says:

1. The property being transferred is located at **4474 Waterfront Street, Little River, SC 29582,** bearing **Horry County** Tax Map Number **131-03-05-025,** was transferred by **Wayne D. Henderson and Karen Sue Henderson** to **TNT AND MORE, INC.** on **February 14, 2002.**

2. ☐ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was $240,000.00*.

   ☐ **NOT** an arm's length real property transaction and the fair market value of the property is $.

3. The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10, *et seq.*, because the Deed is (see back of Affidavit):

4. As required by Code § 12-24-70, I state that I am a responsible person who was connected with the transaction as: Wayne D. Henderson and Karen Sue Henderson

5. .I further understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent Affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand and no/100 Dollars ($1,000.00) or imprisoned not more than one year, or both.

Purchaser, Seller, Legal Representative of the Purchaser or other Responsible Person Connected with this Transaction

SWORN to before me this ~~14th~~ 5

day of ~~February~~ April, 2002.

Kathy W. Jacobs

(Notary Public)

My commission expires 3-25-08

* The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or place on the realty as a realty of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

State of South Carolina)
)
County of Horry)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, being duly sworn, says that (s)he saw the within-named Grantors sign, seal, and deliver the within Deed; and that (s)he, with the other subscribing witness whose signature appears above, witnessed the execution thereof.

Witness (*Not Notary*)

SWORN to before me this ~~14th~~ 4th day of ~~February~~ april, 2002.

Randall K. Wullins
Notary Public for South Carolina

My Commission Expires Feb 9, 2006

File #HENDERSON

649

Instrument#: 2017000107836, DEED BK: 4043 PG: 790 DOCTYPE: 001 09/15/2017 at 03:00:35 PM, 1 OF 3, EXEMPT, MARION D. FOXWORTH III, HORRY COUNTY, SC REGISTRAR OF DEEDS
PIN: 31108030080

Prepared by and Return to:
Roger P. Roy, Jr. PA
P.O. Box 4086
North Myrtle Beach, SC 29597

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF HORRY)

KNOW ALL MEN BY THESE PRESENTS, that ***Timothy D. Kettner****, hereinafter called Grantor, in the State aforesaid for and in consideration of the sum of* ***Five AND NO/100 ($5.00) DOLLARS****, to us paid by* ***TNT and More, Inc.,*** *hereinafter called Grantee, receipt whereof is hereby acknowledged, has granted, bargained, sold and released; and by these presents does grant, bargain, sell and release unto the said Grantee, its successors and/or assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property:*

All and singular, all that certain piece, parcel or tract of land, situate, lying and being in Little River Township, County of Horry, State of South Carolina, and being shown and designated as 1.23 +/- as shown on Recombination Plat creating Lots 35 thru 39 Combined W.L. Bryan Property Subdivision +/- 53,337 Sq. Ft.- 1.23 Acres Total, recorded February 15, 2013 in Plat Book 257 at Page 27, Office of the Register of Deeds for Horry County, South Carolina.

~~*This being the same property conveyed to TNT and More, Inc. by deed of Timothy D. Kettner recorded simultaneously herewith, Office of the Register of Deeds for Horry County, South Carolina.*~~

Derivation: 3506/3040

Tax Map Number: 131-03-03-013

Grantees' Address: 3522 Golf Ave., Little River, SC 29566

TOGETHER WITH all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND HOLD all and singular the premises before mentioned unto the said Grantees, its, successors and/or assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantors does hereby bind himself and his Heirs, Successors and/or Assigns, to warrant and forever defend all and singular the said premises unto the said Grantees, his or her heirs, successors and assigns forever, in fee simple, against themselves and their Heirs, Successors and/or Assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the execution hereof by Grantors this 15th day of September in the year of our Lord two thousand and seventeen and in the two hundred forty first year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered

____
1st Witness

____
2nd Witness (Notary)

____
Timothy D. Kettner

____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF HORRY)

I, ________________, a Notary Public for South Carolina, do hereby certify that ***Timothy D. Kettner****, the within Grantor(s) herein personally appeared before me, and acknowledged the execution of the foregoing instrument.*

Witness my hand and official seal this 15th day of September, 2017.

(SEAL)

____
Notary Public for South Carolina
My Commission Expires: 7/6/21

Roger P. Roy, Jr.
Notary name must be printed here

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at , 1.23 +/-., Little River, SC, bearing Horry County Tax Map Number 131-03-03-013 was transferred by Timothy D. Kettner to TNT and More, Inc. on 09/15/17.

3. Check one of the following: The deed is

(a) ______ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _______ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _X____ exempt from the deed recording fee because (See Information section of affidavit); (If exempt, please skip items 4 – 7, and go to item 8 of this affidavit. 12

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No ________

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

(a) _______ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $

(b) _______ The fee is computed on the fair market value of the realty which is ________________________.

(c) _______ The fee is computed on the fair market value of the realty as established for property tax purposes which is ________________________.

5. Check Yes ___ or No ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: ________________________.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: $

(b) Place the amount listed in item 5 above here: $0
(If no amount is listed, place zero here.)

(c) Subtract line 6(b) from Line 6(a) and place result here: $

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: ________________________.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: GRANTOR.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this
15th day of September, 2017

Notary Public for South Carolina
My Commission Expires: 7/6/21
Roger P. Roy, Jr.

Timothy D. Kettner

3110803008l,
3110803008 2,
3110803008 3,

Prepared By:
Murray Law Group, LLC
3876 Renee Drive
Myrtle Beach, SC 29579
Phone: (843)236-2400
File No.: 23-CF 4204JAJ

NO TITLE EXAMINATION WAS PERFORMED BY PREPARER

(Please do not write above this line – Reserved for Register of Deeds Office)

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **James W. Faircloth**, Grantor(s), in the State aforesaid, for and in consideration of the sum of Four Hundred Twenty Thousand And No/100 Dollars ($420,000.00), unto us paid by **Long Shot TV, LLC**, Grantee(s), in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto the said **Long Shot TV, LLC**, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

ALL AND SINGULAR, all that certain piece, parcel, or lot of land situated at Little River, Little River Township, Horry County South Carolina, being designated as Lot Forty (40) on a plat of a subdivision of property of W.L. Bryan made by E.D. Cox, Surveyor, August 31, 1921, and recorded in Plat Book 1 at Page 37, reference to which is made as forming a part of these presents.

TMS #131-03-03-012 PIN#311-0803-0081 (Lot #40)

THIS BEING the identical property conveyed to James W. Faircloth from James W. Faircloth and Brandon W. Faircloth by Deed dated October 11, 2013 and recorded on October 18, 2013 in Deed Book 3692 at Page 1549, Office of the Register of Deeds of Horry County, South Carolina.

and

ALL AND SINGULAR, all those certain three (3) lots of land situated at Little River, Little River Township, Horry County, South Carolina, being designated as Lot Forty-One (41), Lot Forty-Two (42) and Lot Forty-Three (43) on a Plat of a Subdivision of Property of W.L. Bryan made by E.D. Cox, Surveyor, August 31, 1921, and Recorded in Plat Book 1 at Page 37, in the office of the Register of Deeds for Horry County, and being the same property as shown on that plat entitled "A Recombination Plat showing Lot 41 - Tax #131-03-03-011 and Lot 42 - Tax #131-03-03-010, 0.46 Acre Total", which said plat also delineates Lot 42 - Tax #131-03-03-009 and was prepared by B. L. Thompson by Courtney and Hayes Land Surveying. LLC, and recorded in Plat Book 216 at Page 27, Horry County Records, reference to which is craved as forming part of these presents.

TMS #131-03-03-010 PIN#311-08-03-0082 (Lot $41 & #42)
TMS #131-03-03-009 PIN#311-08-03-0083 (Lot #43)

THIS BEING the identical property conveyed to James W. Faircloth from Linda M. Faircloth by Deed dated July 19, 2016 and recorded on November 11, 2016 in Deed Book 3963 at Page 2189, Office of the Register of Deeds of Horry County, South Carolina.

Property Address: 4400 Water Front Drive, Little River, SC 29526

Grantee(s) Address: 500 Main Street, N. Myrtle Beach, SC 29582

THIS CONVEYANCE IS MADE SUBJECT TO all covenants, restrictions, easements, rights-of-ways and all governmental statutes, ordinances, rules and regulations, of record and otherwise affecting the property, herein referred to as "Exceptions".

TOGETHER with, subject to the above Exceptions, all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, subject to the above Exceptions, all and singular the premises before mentioned unto the said Grantee(s), **Long Shot TV, LLC**, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind himself and his successors and assigns, to warrant and forever defend all and singular the said premises, subject to the above Exceptions, unto the said Grantee(s) **Long Shot TV, LLC,** its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion against the Grantors' successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

(Signature Page to Follow)

IN WITNESS WHEREOF our Hands and Seals this 28 day of June, 2023.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

1st Witness

James W. Faircloth

Lisa Ghali
1st Witness Print Name

2nd Witness

John P Page
2nd Witness Print Name

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF HORRY)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within Grantor sign, seal, and as his/her/their act and deed, deliver the within Warranty Deed; that deponent with the other witness whose name is subscribed above, witnessed the execution thereof, and that the subscribing witness is not a party to or beneficiary of the transaction.

1st Witness

SWORN to before me this
28 of June, 2023.

Notary Public for South Carolina

Notary Public Printed Name: John P Page

My Commission Expires: 7-22-2026

JOHN P. PAGE
My Commission Expires
NOTARY
PUBLIC
July 22, 2026
STATE OF SOUTH CAROLINA

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PERSONALLY, appeared before me the undersigned, who being duly sworn, deposes and states:

1. I have read the information on this Affidavit and I understand such information.

2. The property being transferred is located at 4400 Water Front Drive, Little River, SC 29526 bearing Horry County Tax Map Number , and was transferred by James W. Faircloth to Long Shot TV, LLC on June 28, 2023.

3. Check one of the following: The deed is:
   a. ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   b. ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   c. ☐ exempt from the deed recording fee because (see information section of affidavit): ____________. (If exempt, please skip items 4-7 and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
   a. ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $420,000.00.
   b. ☐ The fee is computed on the fair market value of the realty which is $__________.
   c. ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is $__________.

5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is: $__________.

6. The deed recording fee is computed as follows:

a.	Place the amount listed in item 4 above here:	$ 420,000.00
b.	Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	$ 0.00
c.	Subtract Line 6(b) from Line 6(a) and place result here:	$ 420,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $1,554.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Sellers

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned no more than one year, or both.

James W. Faircloth

SWORN to before me this 28 of June 2023.

John P Page
Notary Public for State of South Carolina

My Commission Expires 7-22-2026
(Seal)

JOHN P. PAGE
My Commission Expires
NOTARY PUBLIC
July 22, 2026
STATE OF SOUTH CAROLINA

HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET

T0 BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING. HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY , SOUTH CAROLINA 29526

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Deed

DATE OF INSTRUMENT: ,

DOCUMENT SHALL BE RETURNED TO:

NAME: Roy & Casper, LL

ADDRESS:
10409 N. Kings Hwy (PHYSICAL ADDRESS)
Post Office Box 4086
Myrtle Beach, SC 29597

TELEPHONE: (843) 663-1200 FAX: (843) 663-1200

E-MAIL ADDRESS: thoward@rclawonline.com

Related Document
(s):

PURCHASE PRICE / MORTGAGE AMOUNT: $ 420000.00

BRIEF PROPERTY DESCRIPTION: TMS# 131-03-03-012 PIN# 311-0803-0081(LOT40), TMS#131-03-03-010 PIN#311-08-03-0082(LOT41 & LOT 42), TMS#131-03-03-009 PIN#311-08-03-0083 (LOT#43)

TAX MAP NUMBER (TMS #) , / PIN NUMBER: ,

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

	LAST NAME	FIRST NAME	MIDDLE NAME
1.	**FAIRCLOTH**	**JAMES**	**W.**

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. **LONG SHOT TV, LLC**

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
	TNW And More, LLC		11/29/17	408/MB
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
$1,100,000.00	First Phase - Not Applicable	First Phase - 4.600%	11/29/24	Commercial
	Second Phase - Not Applicable	Second Phase - 4.600%		
		Creditor Use Only		

PROMISSORY NOTE

(Commercial - Draw)

DATE AND PARTIES. The date of this Promissory Note (Note) is November 29, 2017. The parties and their addresses are:

LENDER:
UNITED COMMUNITY BANK
3210 Hwy 701 Bypass
Loris, SC 29569
Telephone: (910) 653-3222

BORROWER:
TNW AND MORE, LLC
a South Carolina Limited Liability Company
3522 Golf Ave
Little River, SC 29566

TNT & MORE, INC.
a South Carolina Corporation
D/B/A Crab Catchers On The Waterfront
4474 Waterfront Dr
Little River, SC 29566

1. **DEFINITIONS.** As used in this Note, the terms have the following meanings:

A. **Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.

B. **Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.

C. **Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.

D. **Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.

E. **Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.

F. **Percent.** Rates and rate change limitations are expressed as annualized percentages.

G. **Dollar Amounts.** All dollar amounts will be payable in lawful money of the United States of America.

2. **PROMISE TO PAY.** For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, amounts advanced from time to time under the terms of this Note up to the maximum total principal balance of $1,100,000.00 (Principal), plus interest from the date of disbursement, on the unpaid outstanding Principal balance until this Note is paid in full and you have no further obligations to make advances to me under the Loan.

On November 29, 2017 I will receive an initial advance of $275,170.17.

All advances made will be made subject to all other terms and conditions of the Loan.

3. **INTEREST.** Interest will accrue on the unpaid Principal balance of this Note during the first phase at the rate of 4.600 percent (Interest Rate) until November 29, 2018. After that time, interest will accrue on the unpaid Principal balance during the second phase at a rate of 4.600 percent.

A. **Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.

B. **Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by applicable law. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. **Statutory Authority.** The amount assessed or collected on this Note is authorized by the South Carolina usury laws under S.C. Code Ann. §§ 37-3-605, 37-3-105 and 37-10-101 et. seq.

D. **Accrual.** Interest accrues using an Actual/360 days counting method.

4. **ADDITIONAL CHARGES.** As additional consideration, I agree to pay, or have paid, these additional fees and charges.

A. **Nonrefundable Fees and Charges.** The following fees are earned when collected and will not be refunded if I prepay this Note before the scheduled maturity date.

Processing Fee. A(n) Processing Fee fee of $250.00 payable from separate funds on or before today's date.

Loan Origination. A(n) Loan Origination fee of $5,500 00 payable from separate funds on or before today's date.
Flood Insurance Determination Charge. A(n) Flood Insurance Determination Charge fee of $14.00 payable from separate funds on or before today's date

5. REMEDIAL CHARGES. In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment Additional remedial charges may be described elsewhere in this Note

A. Late Charge. If a payment is more than 10 days late, I will be charged 5 000 percent of the Unpaid Portion of Payment. I will pay this late charge promptly but only once for each late payment

B. Returned Check Charge. I agree to pay a fee not to exceed $5 00 for each check, negotiable order of withdrawal or draft I issue in connection with the Loan that is returned because it has been dishonored

6. GOVERNING AGREEMENT. This Note is further governed by the Commercial Loan Agreement executed between you and me as a part of this Loan, as modified, amended or supplemented. The Commercial Loan Agreement states the terms and conditions of this Note, including the terms and conditions under which the maturity of this Note may be accelerated. When I sign this Note, I represent to you that I have reviewed and am in compliance with the terms contained in the Commercial Loan Agreement

7. PAYMENT. I agree to pay this Note in 84 installment payments. During the first phase of the Loan I will make 12 payments of accrued interest beginning December 29, 2017, and then on the 29th day of each month thereafter, until November 29, 2018

Then, I agree to make 72 installment payments during the second phase of the Loan. The second phase of this Note is amortized over 240 payments. I will make 71 payments of $7,058.28 beginning on December 29, 2018, and on the 29th day of each month thereafter. A single "balloon payment" of the entire unpaid balance of Principal and interest will be due November 29, 2024

Payments will be rounded to the nearest $.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month

Each payment I make on this Note will be applied first to interest that is due, then to principal that is due, and finally to late charges that are due. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record

8. PREPAYMENT. I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full

9. LOAN PURPOSE. The purpose of this Loan is Real Estate Improvement

10. SECURITY. The Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name	Parties to Document	Date of Security Document
Mortgage - 4474 Waterfront Dr, Little River, SC 29566	TNT & More, Inc	11/29/2017
Mortgage - 1.5 ACRES LOCATED ADJACENT TO 4474 WATERFRONT DR, LITTLE RIVER, SC 29566	TNW And More, LLC	11/29/2017

11. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property

12. DUE ON SALE OR ENCUMBRANCE. You may, at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable

13. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor

A. Additional Waivers By Borrower. In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note

(1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer

(3) You may release, substitute or impair any Property securing this Note

(4) You, or any institution participating in this Note, may invoke your right of set-off

(5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations

(6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

(7) I agree that you may inform any party who guarantees this Loan of any Loan accommodations, renewals, extensions, modifications, substitutions or future advances

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you

14. COMMISSIONS. I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate

15. APPLICABLE LAW. This Note is governed by the laws of South Carolina, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law

16. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns

17. AMENDMENT, INTEGRATION AND SEVERABILITY. This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property or if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007

18. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note

19. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

20. CREDIT INFORMATION. I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information

21. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days

22. SIGNATURES. By signing under seal, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note

Signed, sealed, and delivered

BORROWER:

TNW And More, LLC

By Timothy D. Kettner Date 11/29/17 (Seal)
Timothy Kettner, Manager

By Thomas Wade Long Date 11/29/17 (Seal)
Thomas Wade Long, Member

TNT & More, Inc

By Timothy D. Kettner Date 11/29/17 (Seal)
Timothy Kettner, President

From: Timothy Kettner
tkettner5@gmail.com
Subject: Owner Info 2
Date: Apr 29, 2020 at 10:32:11 AM
To: Chris Kiser Clydekiser@gmail.com

E. CERTIFICATION:

I, Timothy D. Kettner
(Print name of person signing this form)
hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

Furthermore, it is agreed upon that in the case of a Loan Renewal or CD rollover, the Legal Entity will notify United Community Bank of any change in beneficial ownership or control. Otherwise, this certification will remain in effect for as long as the Loan or CD is outstanding.

Signature: [signature] Date: 4/28/20

[signature] 4/28/20

[signature] 4/29/20

[signature] 4/29/20

[signature] 4/29/20

[signature] 4/28/20

CONSENT OF GUARANTORS

Each of the undersigned guarantors does hereby consent to the execution, delivery and performance of the within and foregoing Modification of Promissory Note.

IN WITNESS WHEREOF, each of the undersigned guarantors has executed this Consent under seal as of the day and year first above set forth.

GUARANTORS:

_______________(SEAL)
Name: TIMOTHY KETTNER

_______________(SEAL)
Name: JUSTINE R VIATIS

_______________(SEAL)
Name: DONALD A KETTNER

_______________(SEAL)
Name: THOMAS WADE LONG

NAME _______________
CLYDE KISER

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal and delivered as of the day and year specified at the beginning hereof.

BORROWER:

TNW AND MORE, LLC

By:____________________(SEAL)
Name: TIMOTHY KETTNER
Title: MANAGER

TNT & MORE, INC.

By:____________________(SEAL)
Name: TIMOTHY KETTNER
Title: PRESIDENT

LENDER:

UNITED COMMUNITY BANK

By:____________________________
Name: MICHELLE BROWN
Title: RM

Note 208001 - TNW & MORE LLC

Account Classification

Warnings

Priority Miscellaneous

Mailing Label

TNW & MORE LLC eStatement: WADE0231@AOL.COM

TNT & MORE INC DBA CRAB CATCHERS RESTAUR

79335 COUNTY HIGHWAY A

IRON RIVER WI 54847

Loan To Date

Date	Description	Transaction Amount	Principal:	Interest:	Principal Balance
Nov 29, 2017	Original Rate	Interest Rate:	4.600000		
Nov 29, 2017	NEW LOAN PROCEEDS	$595,882.95	$595,882.95		$595,882.95
Dec 29, 2017	Payment - Extra To Principal	$2,284.21	$0.00	$2,284.21	$595,882.95
Jan 29, 2018	Regular Payment	$2,360.35	$0.00	$2,360.35	$595,882.95
Mar 08, 2018	Payment - Extra To Principal	$2,284.21	$0.00	$2,284.21	$595,882.95
Mar 14, 2018	PRINCIPAL ADVANCE	$100,000.00	$100,000.00		$695,882.95
Mar 14, 2018	PRINCIPAL ADVANCE	$100,000.00	$100,000.00		$795,882.95
Apr 04, 2018	Payment - Extra To Principal	$2,591.41	$0.00	$2,591.41	$795,882.95
Apr 30, 2018	Payment - Extra To Principal	$3,152.57	$0.00	$3,152.57	$795,882.95
Jun 01, 2018	Payment - Extra To Principal	$3,050.88	$0.00	$3,050.88	$795,882.95
Jun 25, 2018	Payment - Extra To Principal	$3,152.58	$0.00	$3,152.58	$795,882.95
Aug 01, 2018	Payment - Extra To Principal	$3,050.87	$0.00	$3,050.87	$795,882.95
Sep 04, 2018	Payment - Extra To Principal	$3,152.58	$0.00	$3,152.58	$795,882.95
Oct 01, 2018	Payment - Extra To Principal	$3,152.57	$0.00	$3,152.57	$795,882.95
Oct 16, 2018	PRINCIPAL ADVANCE	$200,000.00	$200,000.00		$995,882.95
Oct 31, 2018	Payment - Extra To Principal	$3,050.88	$0.00	$3,050.88	$995,882.95
Nov 26, 2018	Payment - Extra To Principal	$4,277.01	$381.75	$3,895.26	$995,501.20
Dec 31, 2018	Payment - Extra To Principal	$7,058.28	$2,606.18	$4,452.10	$992,895.02
Jan 30, 2019	Payment - Extra To Principal	$7,058.28	$3,252.19	$3,806.09	$989,642.83
Feb 13, 2019	FORCE PLACED INS	$1,049.52	$1,049.52		$990,692.35
Feb 27, 2019	Payment - Extra To Principal	$7,058.28	$3,515.69	$3,542.59	$987,176.66
Mar 29, 2019	Payment - Extra To Principal	$7,058.28	$3,274.11	$3,784.17	$983,902.55
May 01, 2019	Payment - Extra To Principal	$7,058.28	$2,909.50	$4,148.78	$980,993.05
May 28, 2019	Payment - Extra To Principal	$7,058.28	$3,673.86	$3,384.42	$977,319.19

R-1870

Jul 01, 2019	Payment - Extra To Principal	$7,058.28	$2,812.38	$4,245.90	$974,506.81
Aug 02, 2019	Payment - Extra To Principal	$7,058.28	$3,073.63	$3,984.65	$971,433.18
Aug 28, 2019	Payment - Extra To Principal	$7,058.28	$3,830.97	$3,227.31	$967,602.21
Sep 30, 2019	Payment - Extra To Principal	$7,058.28	$2,978.23	$4,080.05	$964,623.98
Nov 01, 2019	Payment - Extra To Principal	$7,058.28	$3,114.04	$3,944.24	$961,509.94
Dec 02, 2019	Payment - Extra To Principal	$7,058.28	$3,249.64	$3,808.64	$958,260.30
Dec 26, 2019	Payment - Extra To Principal	$7,058.28	$4,119.62	$2,938.66	$954,140.68
Jan 31, 2020	Payment - Extra To Principal	$7,058.28	$2,669.24	$4,389.04	$951,471.44
Feb 27, 2020	Payment - Extra To Principal	$7,058.23	$3,775.66	$3,282.57	$947,695.78
Mar 31, 2020	Payment - Extra To Principal	$7,058.28	$3,062.17	$3,996.11	$944,633.61
Aug 10, 2020	Automatic Late Charge	$352.91			$944,633.61
Aug 14, 2020	Payment - Extra To Principal	$7,058.34	$0.00	$7,058.28	$944,633.61
	Late Charge:	$0.06			
Aug 19, 2020	Payment - Extra To Principal	$5,033.61	$0.00	$5,033.61	$944,633.61
Sep 03, 2020	Payment - Extra To Principal	$7,411.13	$5,033.61	$2,024.67	$939,600.00
	Late Charge:	$352.85			
Sep 29, 2020	Payment - Extra To Principal	$5,033.61	$0.00	$5,033.61	$939,600.00
Oct 08, 2020	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67	$939,600.00
Oct 26, 2020	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67	$939,600.00
Oct 30, 2020	Payment - Extra To Principal	$5,033.61	$2,560.02	$2,473.59	$937,039.98
Nov 25, 2020	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67	$937,039.98
Dec 07, 2020	Payment - Extra To Principal	$5,033.61	$2,508.44	$2,525.17	$934,531.54
Dec 28, 2020	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67	$934,531.54
Jan 08, 2021	Automatic Late Charge	$251.68			$934,531.54
Jan 19, 2021	Payment - Extra To Principal	$5,033.61	$1,923.56	$3,110.05	$932,607.98
Jan 25, 2021	Payment - Extra To Principal	$2,024.67	$1,309.68	$714.99	$931,298.30
Feb 08, 2021	Automatic Late Charge	$251.68			$931,298.30
Feb 12, 2021	Payment - Extra To Principal	$5,033.61	$2,891.63	$2,141.98	$928,406.67
Mar 01, 2021	Payment - Extra To Principal	$5,033.61	$3,016.91	$2,016.70	$925,389.76
Mar 03, 2021	Payment - Extra To Principal	$2,024.67	$1,788.19	$236.48	$923,601.57
Mar 29, 2021	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67	$923,601.57
Mar 30, 2021	Payment - Extra To Principal	$5,033.61	$3,871.87	$1,161.74	$919,729.70
Apr 26, 2021	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67	$919,729.70
May 05, 2021	Payment - Extra To Principal	$5,033.61	$2,827.54	$2,206.07	$916,902.16
Jun 01, 2021	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67	$916,902.16
Jun 01, 2021	Payment - Extra To Principal	$5,033.61	$3,894.97	$1,138.64	$913,007.19

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Jun 29, 2021	Payment - Extra To Principal	$5,033.61	$1,767.08	$3,266.53	$911,240.11
Jul 09, 2021	Payment - Extra To Principal	$4,049.34	$2,381.62	$1,164.36	$908,858.49
	Late Charge:	$503.36			
Jul 28, 2021	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67	$908,858.49
Jul 30, 2021	Payment - Extra To Principal	$5,033.61	$4,619.52	$414.09	$904,238.97
Aug 30, 2021	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67	$904,238.97
Aug 30, 2021	Payment - Extra To Principal	$5,033.61	$3,476.49	$1,557.12	$900,762.48
Sep 28, 2021	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67	$900,762.48
Sep 28, 2021	Payment - Extra To Principal	$5,033.61	$3,720.46	$1,313.15	$897,042.02
Oct 28, 2021	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67	$897,042.02
Oct 29, 2021	Payment - Extra To Principal	$5,033.61	$3,505.00	$1,528.61	$893,537.02
Nov 29, 2021	Payment - Extra To Principal	$5,033.61	$1,494.22	$3,539.39	$892,042.80
Dec 03, 2021	Payment - Extra To Principal	$2,024.67	$1,568.74	$455.93	$890,474.06
Dec 28, 2021	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67	$890,474.06
Jan 03, 2022	Payment - Extra To Principal	$5,033.61	$3,531.03	$1,502.58	$886,943.03
Jan 27, 2022	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67	$886,943.03
Feb 02, 2022	Payment - Extra To Principal	$5,033.61	$3,658.35	$1,375.26	$883,284.68
Mar 01, 2022	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67	$883,284.68
Mar 01, 2022	Payment - Extra To Principal	$5,033.61	$4,010.95	$1,022.66	$879,273.73
Mar 29, 2022	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67	$879,273.73
Apr 08, 2022	Automatic Late Charge	$251.68			$879,273.73
Apr 19, 2022	Late Charge Waive (Manual)	$251.68			$879,273.73
Apr 19, 2022	Payment - Extra To Principal	$5,033.61	$1,553.06	$3,480.55	$877,720.67
Apr 29, 2022	Payment - Extra To Principal	$5,033.61	$3,912.08	$1,121.53	$873,808.59
May 02, 2022	Payment - Extra To Principal	$2,024.67	$1,689.72	$334.95	$872,118.87
May 31, 2022	Payment - Extra To Principal	$5,033.61	$1,801.93	$3,231.68	$870,316.94
Jun 03, 2022	Payment - Extra To Principal	$2,024.67	$1,691.05	$333.62	$868,625.89
Jul 05, 2022	Payment - Extra To Principal	$5,033.61	$1,481.90	$3,551.71	$867,143.99
Jul 07, 2022	Payment - Extra To Principal	$2,024.67	$1,803.07	$221.60	$865,340.92
Jul 29, 2022	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67	$865,340.92
Aug 05, 2022	Payment - Extra To Principal	$5,033.61	$3,851.73	$1,181.88	$861,489.19
Aug 29, 2022	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67	$861,489.19
Aug 30, 2022	Payment - Extra To Principal	$5,033.61	$4,306.31	$727.30	$857,182.88
Sep 29, 2022	Payment - Extra To Principal	$5,033.61	$1,747.75	$3,285.86	$855,435.13
Sep 30, 2022	Payment - Extra To Principal	$2,024.67	$1,915.37	$109.30	$853,519.76
Oct 28, 2022	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67	$853,519.76
Nov 01, 2022	Payment - Extra To Principal	$5,033.61	$3,568.34	$1,465.27	$849,951.42

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Nov 30, 2022	Payment - Extra To Principal	$2,024.67	$0.00	$2,024.67	$849,951.42
Dec 01, 2022	Payment - Extra To Principal	$5,033.61	$3,800.14	$1,233.47	$846,151.28
Dec 28, 2022	Payment - Extra To Principal	$5,033.61	$2,114.39	$2,919.22	$844,036.89
Jan 09, 2023	Automatic Late Charge	$101.23			$844,036.89
Jan 19, 2023	Payment - Extra To Principal	$2,125.90	$0.00	$2,024.67	$844,036.89
	Late Charge:	$101.23			
Jan 27, 2023	Payment - Extra To Principal	$2,024.67	$813.87	$1,210.80	$843,223.02
Feb 08, 2023	Automatic Late Charge	$251.68			$843,223.02
Feb 21, 2023	Payment - Extra To Principal	$5,033.61	$2,339.99	$2,693.62	$840,883.03
Feb 27, 2023	Payment - Extra To Principal	$2,024.67	$1,380.00	$644.67	$839,503.03
Feb 27, 2023	Payment - Extra To Principal	$5,033.61	$5,033.61	$0.00	$834,469.42

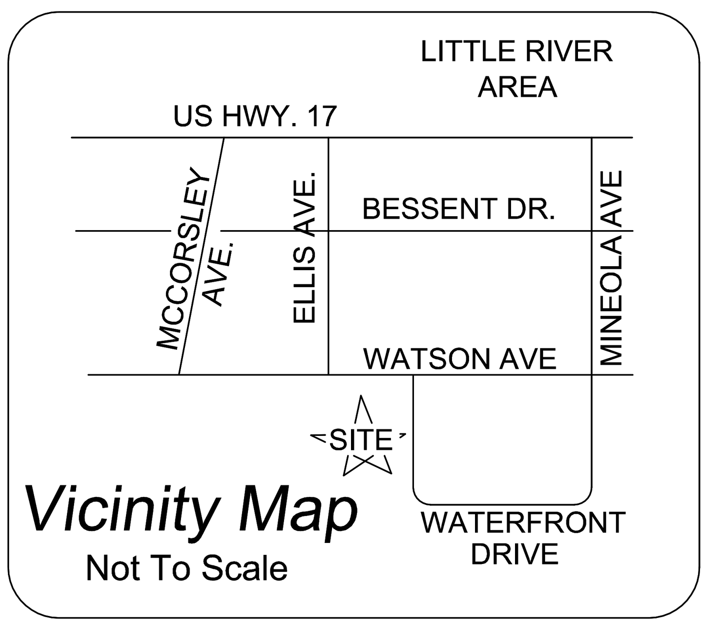
R-1873

I hereby state to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the minimum standards manual for the practice of land surveying in South Carolina, and meets or exceeds the requirements for a Class "A" survey as specified therein; that there are no visible encroachments or projections other than shown: that the unadjusted ratio of precision is 1:10,000+; that this property is subject to any easements of record that may be shown on an up-to-date title search not furnished me this date; that the area was determined by the coordinate method of area calculation. Date: NOVEMBER 29 2020

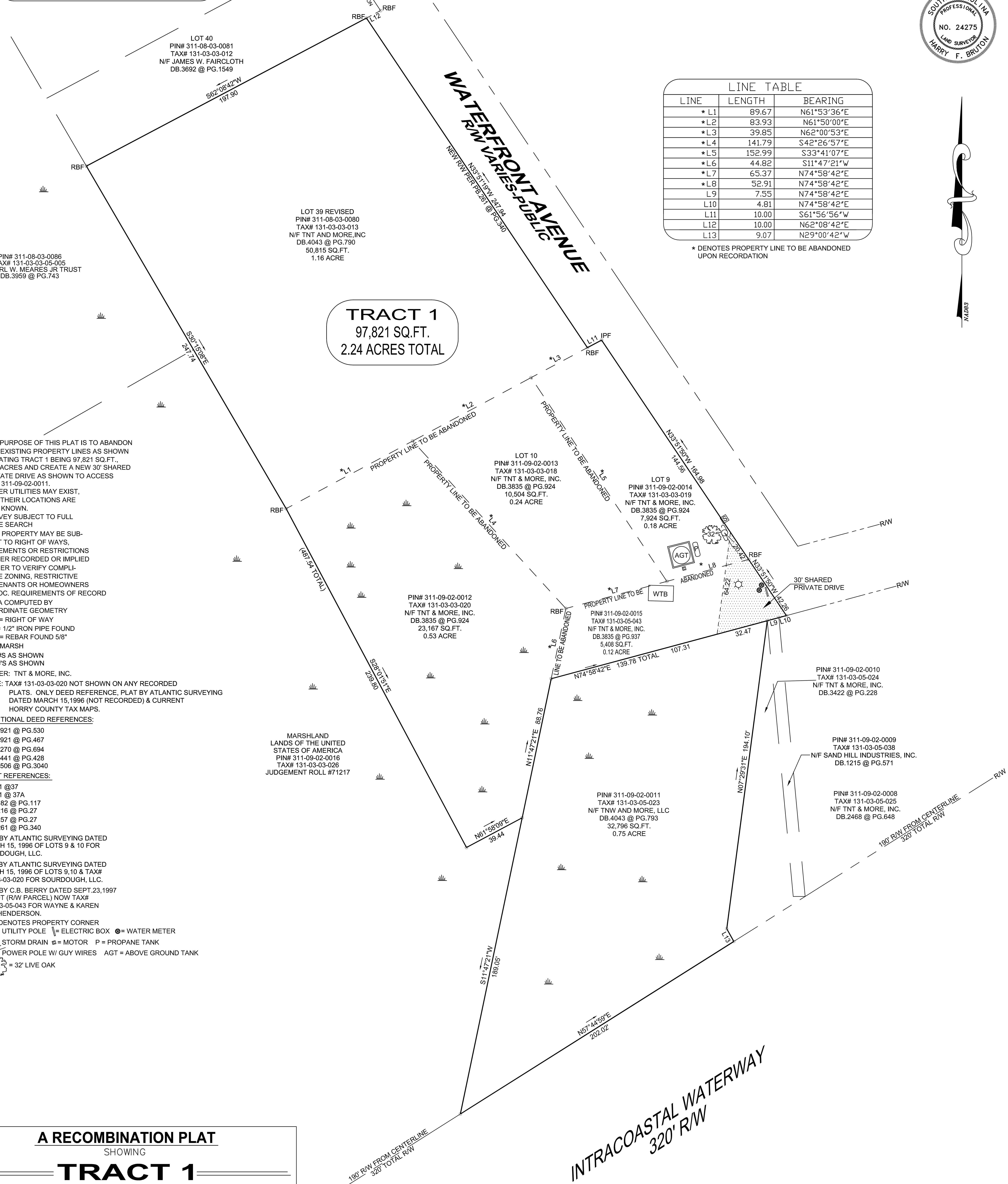
SIGNED Harry F. Bruton
PROFESSIONAL LAND SURVEYOR
HARRY F. BRUTON, PLS 24275

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR NO. 24275 HARRY F. BRUTON

FLOOD NOTE:
THE SUBJECT PROPERTY SHOWN HEREON LIES IN FLOOD ZONES "X, "X-SHADED" & AE "12" PER F.E.M.A. MAP # 450110CO 601 "H" DATED AUGUST 23, 1999.



Vicinity Map
Not To Scale



LINE	LENGTH	BEARING
* L1	89.67	N61°53'36"E
*L2	83.93	N61°50'00"E
*L3	39.85	N62°00'53"E
*L4	141.79	S42°26'57"E
*L5	152.99	S33°41'07"E
*L6	44.82	S11°47'21"W
*L7	65.37	N74°58'42"E
*L8	52.91	N74°58'42"E
L9	7.55	N74°58'42"E
L10	4.81	N74°58'42"E
L11	10.00	S61°56'56"W
L12	10.00	N62°08'42"E
L13	9.07	N29°00'42"W

* DENOTES PROPERTY LINE TO BE ABANDONED UPON RECORDATION

NOTES:
1. THE PURPOSE OF THIS PLAT IS TO ABANDON THE EXISTING PROPERTY LINES AS SHOWN CREATING TRACT 1 BEING 97,821 SQ.FT., 2.24 ACRES AND CREATE A NEW 30' SHARED PRIVATE DRIVE AS SHOWN TO ACCESS PIN# 311-09-02-0011.
2. OTHER UTILITIES MAY EXIST, BUT THEIR LOCATIONS ARE NOT KNOWN.
3. SURVEY SUBJECT TO FULL TITLE SEARCH
4. THIS PROPERTY MAY BE SUBJECT TO RIGHT OF WAYS, EASEMENTS OR RESTRICTIONS EITHER RECORDED OR IMPLIED
5. OWNER TO VERIFY COMPLIANCE ZONING, RESTRICTIVE COVENANTS OR HOMEOWNERS ASSOC. REQUIREMENTS OF RECORD
6. AREA COMPUTED BY COORDINATE GEOMETRY
7. R/W = RIGHT OF WAY
8. IPF = 1/2" IRON PIPE FOUND
9. RBF = REBAR FOUND 5/8"
10. = MARSH
11. TAX#S AS SHOWN PIN#'S AS SHOWN
12. OWNER: TNT & MORE, INC.
13. NOTE: TAX# 131-03-03-020 NOT SHOWN ON ANY RECORDED PLATS. ONLY DEED REFERENCE, PLAT BY ATLANTIC SURVEYING DATED MARCH 15,1996 (NOT RECORDED) & CURRENT HORRY COUNTY TAX MAPS.
14. ADDITIONAL DEED REFERENCES:
    - DB.1921 @ PG.530
    - DB.1921 @ PG.467
    - DB.2270 @ PG.694
    - DB.1441 @ PG.428
    - DB.3506 @ PG.3040
15. PLAT REFERENCES:
    - P.B.1 @37
    - P.B.1 @ 37A
    - PB.182 @ PG.117
    - PB.216 @ PG.27
    - PB.257 @ PG.27
    - PB.261 @ PG.340

    PLAT BY ATLANTIC SURVEYING DATED MARCH 15, 1996 OF LOTS 9 & 10 FOR SOURDOUGH, LLC.

    PLAT BY ATLANTIC SURVEYING DATED MARCH 15, 1996 OF LOTS 9,10 & TAX# 131-03-03-020 FOR SOURDOUGH, LLC.

    PLAT BY C.B. BERRY DATED SEPT.23,1997 OF LOT (R/W PARCEL) NOW TAX# 131-03-05-043 FOR WAYNE & KAREN SUE HENDERSON.
16. ○ = DENOTES PROPERTY CORNER
17. = UTILITY POLE = ELECTRIC BOX = WATER METER
18. = STORM DRAIN = MOTOR P = PROPANE TANK
19. = POWER POLE W/ GUY WIRES AGT = ABOVE GROUND TANK
20. = 32' LIVE OAK

A RECOMBINATION PLAT
SHOWING
TRACT 1
PORTIONS OF THE W.L. BRYAN PROPERTY
LITTLE RIVER TOWNSHIP
HORRY COUNTY, SOUTH CAROLINA
BEING
2.24 ACRES TOTAL

the property of:
TNT AND MORE INC

Harry F. Bruton & Associates
Professional Land Surveying & Design

RESIDENTAL & COMMERCIAL IN S.C.
905-2 SEA MOUNTAIN HWY.
North Myrtle Beach S.C.
hfbruton@sc.rr.com
OFFICE (843) 281 - 8822
FAX (843) 280 - 0920

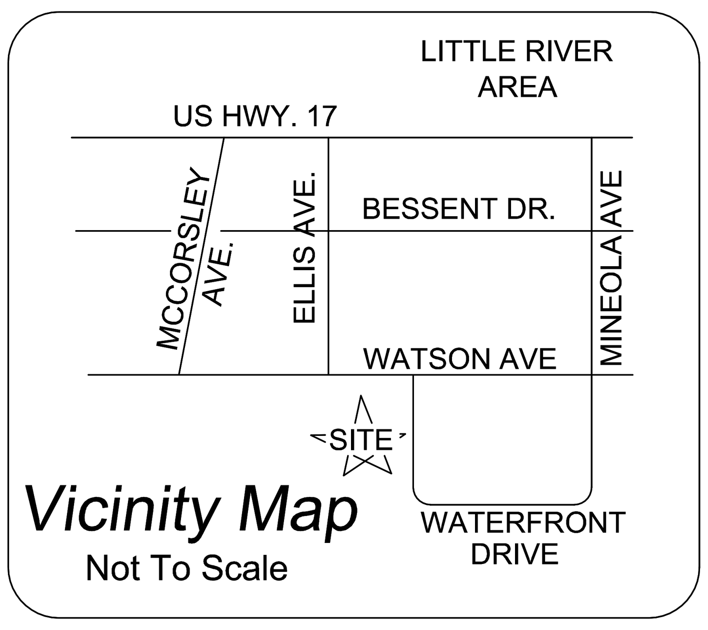
DRAWN: HFB	ACAD FILE: RECOMBO 2020
APPROVED: HFB	JOB # 13064
SCALE: 1" = 30'	FOLDER: LR WATERFRONT
DATE: 11/29/2020	SHEET: 1 OF 1

CERTIFICATE OF OWNERSHIP & DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF DEVELOPMENT/PLAT) WITH MY (OUR) FREE CONSENT AND THAT I (WE) HEREBY DEDICATE ALL ITEMS AS SPECIFICALLY SHOWN OR INDICATED ON SAID PLAT.

NAME________________________________SIGNED________________________________DATE__________

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.



FLOOD NOTE:
THE SUBJECT PROPERTY SHOWN HEREON LIES IN FLOOD ZONES "X, "X-SHADED" & AE "12" PER F.E.M.A. MAP # 450110CO 601 "H" DATED AUGUST 23, 1999.

I hereby state to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the minimum standards manual for the practice of land surveying in South Carolina, and meets or exceeds the requirements for a Class "A" survey as specified therein; that there are no visible encroachments or projections other than shown: that the unadjusted ratio of precision is 1:10,000+; that this property is subject to any easements of record that may be shown on an up-to-date title search not furnished me this date; that the area was determined by the coordinate method of area calculation. Date: NOVEMBER 27 2017

SIGNED ______________________
PROFESSIONAL LAND SURVEYOR
HARRY F. BRUTON, PLS 24275

SOUTH CAROLINA
PROFESSIONAL
NO. 24275
LAND SURVEYOR
HARRY F. BRUTON

LINE TABLE

LINE	LENGTH	BEARING
* L1	89.67	N61°53'36"E
*L2	83.93	N61°50'00"E
*L3	39.85	N62°00'53"E
*L4	141.79	S42°26'57"E
*L5	152.99	S33°41'07"E
*L6	44.82	S11°47'21"W
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L12	10.00	N62°08'42"E
L13	9.07	N29°00'42"W

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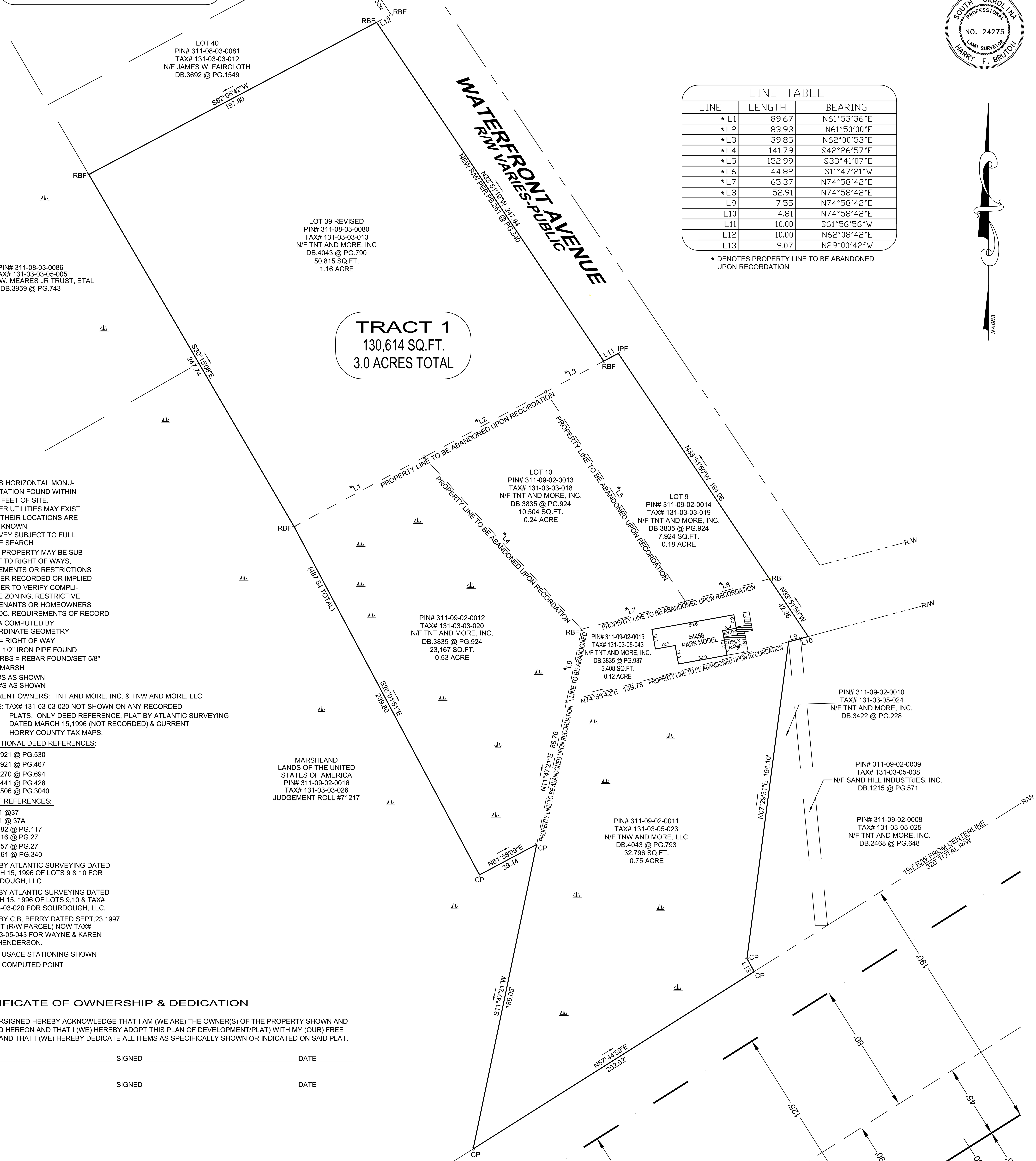

NOTES:
1. USGS HORIZONTAL MONUMENTATION FOUND WITHIN 2000 FEET OF SITE.
2. OTHER UTILITIES MAY EXIST, BUT THEIR LOCATIONS ARE NOT KNOWN.
3. SURVEY SUBJECT TO FULL TITLE SEARCH
4. THIS PROPERTY MAY BE SUBJECT TO RIGHT OF WAYS, EASEMENTS OR RESTRICTIONS EITHER RECORDED OR IMPLIED
5. OWNER TO VERIFY COMPLIANCE ZONING, RESTRICTIVE COVENANTS OR HOMEOWNERS ASSOC. REQUIREMENTS OF RECORD
6. AREA COMPUTED BY COORDINATE GEOMETRY
7. R/W = RIGHT OF WAY
8. IPF = 1/2" IRON PIPE FOUND
9. RBF/RBS = REBAR FOUND/SET 5/8"
10. = MARSH
11. TAX#S AS SHOWN
PIN#'S AS SHOWN
12. CURRENT OWNERS: TNT AND MORE, INC. & TNW AND MORE, LLC
13. NOTE: TAX# 131-03-03-020 NOT SHOWN ON ANY RECORDED PLATS. ONLY DEED REFERENCE, PLAT BY ATLANTIC SURVEYING DATED MARCH 15,1996 (NOT RECORDED) & CURRENT HORRY COUNTY TAX MAPS.
14. ADDITIONAL DEED REFERENCES:
DB.1921 @ PG.530
DB.1921 @ PG.467
DB.2270 @ PG.694
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PLAT BY ATLANTIC SURVEYING DATED MARCH 15, 1996 OF LOTS 9 & 10 FOR SOURDOUGH, LLC.
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PLAT BY C.B. BERRY DATED SEPT.23,1997 OF LOT (R/W PARCEL) NOW TAX# 131-03-05-043 FOR WAYNE & KAREN SUE HENDERSON.
16. 2015 USACE STATIONING SHOWN
17. CP = COMPUTED POINT

CERTIFICATE OF OWNERSHIP & DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF DEVELOPMENT/PLAT) WITH MY (OUR) FREE CONSENT AND THAT I (WE) HEREBY DEDICATE ALL ITEMS AS SPECIFICALLY SHOWN OR INDICATED ON SAID PLAT.

NAME______________________SIGNED______________________DATE__________

NAME______________________SIGNED______________________DATE__________

A RECOMBINATION PLAT
SHOWING
TRACT 1
PORTIONS OF THE W.L. BRYAN PROPERTY
LITTLE RIVER TOWNSHIP
HORRY COUNTY, SOUTH CAROLINA
BEING
3.00 ACRES TOTAL

the property of:
TNT AND MORE, INC & TNW AND MORE, LLC

Harry F. Bruton & Associates
Professional Land Surveying & Design

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905-2 SEA MOUNTAIN HWY.
North Myrtle Beach S.C.
hfbruton@sc.rr.com
OFFICE (843) 281 - 8822
FAX (843) 280 - 0920

DRAWN: HFB	ACAD FILE: TNT/TNW RECOMBO 11-22-17
APPROVED: HFB	JOB # 13064
SCALE: 1" = 30'	FOLDER: LR WATERFRONT
DATE: 11/27/2017	SHEET: 1 OF 1

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

Operations and Maintenance Manual
for
TNW & More, Inc.
dba
Little River Watersports, LLC

Little River, Horry County, SC

Prepared by:

Jeddie Boone
Palmetto Marine Construction, Inc.

January 18, 2022

TABLE OF CONTENTS

I. INTRODUCTION / MARINA OPERATIONS

A. General Description

1. Little River Watersports Marina is privately owned and serves the public with fueling, restrooms and fish cleaning facilities.

2. It's located on the Atlantic Intracoastal Waterway approximately 2.24 miles south of the North Carolina-South Carolina state line (Latitude: 33.869452 and Longitude: -78.610796) via vessel and approximately 4 miles via vehicle. The location is indicated below:

3. As an open water type, there are currently sixteen wet slips which can accommodate charter vessels up to 30 feet in length.

4. There are no dry stacks slips.

5. Ten percent of the wet slips are leased.

6. Plans are underway to construct a 40'x80' facility that will a include a Ship Store, separate men and women ADA approved restrooms, fish cooler and limited food service. There are no provisions for boat maintenance or repair activities at the marina. Little River Watersports parking ratio is currently one parking space to every three wet slips.

B. State and Federal Permits

1. Permit No. SAC-2017-00414 authorized the construction of a 15'x15' floating dock attached to an existing dock by a 4'x20' adjusting ramp, a 5'x183' floating dock and a 5'x20' floating dock. Also authorized are five 5'x30' floating docks. The time limit for completing this work ends on September 30, 2022.

C. Marina Operations

1. Little River Watersports, LLC personnel and their responsibilities

a. Dockmasters (T. Wade Long and Chris Kiser) are responsible for daily marina operations which includes but not limited to the fueling and sewage pump-out facilities, informing all lessees of marina rules and regulations, state, and local regulations regarding use of the facility and ensuring proper boater check-in procedures and the posting of advisory signage throughout the marina regarding the illegal discharge of untreated sewage, fuel, oil, other hazardous substances.

b. Little River Water Sports, LLC Manager is Eric Roth, a trained marina employee, who is responsible for the operation of the fueling and sewage pump-out facilities and is on duty during posted hours of operation. The Manager is also responsible for executing the Emergency Response Plan and Hurricane Preparedness Plan.

2. Lease and subcontractor agreements require compliance with SC DHEC and Federal regulations and can be found as Appendix 1.

3. State and Federal regulations pertaining to water quality standards and handling of hazardous materials are prominently displayed throughout the marina. Any violations are promptly reported to OCRM-DHEC by the dockmaster.

4. Documentation for review in Marina Office
   - All marina permits
   - Operations and Maintenance Manual
   - Water quality monitoring reports

5. Advisory and warning signs posted at the marina
   - Constructed of durable material suited for the marine environment
   - Clearly marked for waste facilities (solid, recycling, used oil & pump out)
   - Storm drain locations to prevent discharge into them
   - Distribution of Clean Boater Tip Sheets

6. The current hours of operation are 6 AM to 9 PM. The Marina Manager will be on site during those hours. The Marina Manager is responsible for executing the Emergency Response and Hurricane Preparedness Plans, fueling operations, maintaining cleanliness and ensuring all marina equipment is in good working order.

7. Day-to-Day operations are overseen by one of the Dockmasters and in their absence, the Marina Manager and will be addressed in other sections of this manual.

II. WATER QUALITY MANAGEMENT / POLLUTION PREVENTION STRATEGIES

A. General Information

1. The Little River Watersports Marina is an open water type located on the Atlantic Intracoastal Waterway approximately 2.24 miles south of the North Carolina-South Carolina state line.

a. Its waterbody classification is SB; tidal salt waters suitable for primary and secondary contact recreation, crabbing, and fishing, except harvesting of clams, mussels, or oysters for market purposes or human consumption. Also suitable for the survival and propagation of a balanced indigenous aquatic community of marine fauna and flora.

b. The nearest shellfish beds are within one mile north or south from the Marina as indicated on the map below:

2. Facilities subject to water quality management and pollution prevention are the proposed restrooms and fish cleaning station. Services subject to water quality management and pollution prevention are pump-outs, fueling, waste oil recycling and absorbent pads for oily bilges.

3. Marina policy for water quality management and pollution prevention is governed by the Marina Rules and Regulations at Appendix A and Best Management Practices for fuel operations, waste oil and fuel, sewage handling and organic and solid waste. Clean Boater Tip sheets are distributed to Marina customers.

4. Little River Watersports Marina does not allow live-aboard leases.

B. Sewage Pollution Management and Wastewater Pump-out Facilities

1. Little River Watersports does not perform pump-outs. However, Natures Call (843-957-2960), a third-party portable/mobile service is available for wastewater pump-outs and calls for service will be promptly returned for scheduling. Natures Call operates in accordance with the Clean Vessel Act with oversight by the SC DNR which performs pump-out activity inspections.

2. The restroom facilities are currently comprised of four port-a-johns located adjacent to the Jet-ski operations office. Plans for two toilets and one lavatory for women and one urinal and one lavatory for men are pending approval of facility upgrade and expansion request. There are currently no showers or any planned for the future.

3. Contingency plans for wastewater discharges or spills follow these guidelines:

a. When spilled material is not identified, it is assumed to be hazardous with the following actions: 1) containment of the area; 2) provide first aid if necessary; 3) identify the spill material; 4) detain the responsible party; 5) report the incident.

4. Litter / Trash Management and Recycling

a. There is one main Waste Management covered receptacle located upland at the marina entry and exit. Each slip is required to deposit its own litter and trash in this receptacle which is emptied on an as needed basis. Each slip is responsible for recycling used containers, batteries and other materials as appropriate as these items are not allowed to be left on the dock. Plans for recycle bins are pending approval of facility upgrade and expansion request.

b. Little River Watersports, LLC provides a fixed storage container for non-hazardous materials that are used daily (i.e., lines, trash bags, etc.). Penalties for littering are addressed in the Marina Rules & Regulations.

5. Other Facilities

a. A fish cleaning station is currently available adjacent to the dock exit ramp with signs that clearly list the rules and regulations of its use. Plans for another station are pending approval of facility upgrade and expansion request.

6. Marina Wastewater Pump-out and Sewage Pollution Management Regulations

a. Marina Rules and Regulations refer slips that require pump-out services to Natures Call, which is in compliance with the Clean Vessel Act, SCDHEC 401 Water Quality Certification and DNR regulations.

C. Fueling System and Facilities and Oil Pollution Management

1. Description of Fueling System and Facility

a. There is currently one 10,000-gallon diesel single wall fuel tank located upland and placed inside a concrete containment wall and one 1,000-gallon gasoline tank. There are plans to replace the current two tank configuration to one double wall with split chambers dedicated for diesel and gasoline, respectfully.

b. There are emergency cut-off valves at the tank, the fuel pump on the dock with a fire extinguisher and one upland on at the dock's edge. There are plans for another emergency cut-off to be in the dockmaster office pending approval of facility upgrade and expansion request.

c. Diesel and gasoline can be purchased at the marina during normal operations hours of 9:00 am and 7:00 pm.

2. Pollution Strategies

a. Spill containment and control materials are in a clearly marked and easily accessible location on the fuel dock. Employees receive specialized training for environmentally sensitive activities such as fuel handling, waste handling and proper use of toxic materials. Best management practices are incorporated into user contracts and Clean Boater Tip sheets are distributed to customers and contractors. Absorbent pads and booms are available at the fuel dock for staff and customers to mop up drips and small spills. Clear advisory and warning signs are posted in appropriate locations indicating facilities for solid waste, recycling, used oil and sanitary pump-out stations.

b. The Dockmaster and/or an employee who know how to use containment materials and will instruct contractors and customers who are unfamiliar with their use.

c. Absorbent materials soaked with oil or diesel will have the liquid drained and disposed of in used oil recycling container; double bag absorbent material in plastic and dispose in regular trash receptacle.

d. Fuel tanks and cans are not to be stored on the dock.

3. Fuel or Oil Spill Response
   a. In the event of a spill occurring, the following procedures will be performed:
      1. If determined hazardous, report immediately to SC DHEC at 1-888-481-0125. The person calling should provide:
   - Their name and phone number
   - The location of the incident
   - The substance and source of spill or release
   - The estimated quantity of the release
   - Time of the release and the medium in which it occurred (soil, water, air)

   2. Actions the marina will take pertaining to a violation
   - Control the incident scene by restricting access
   - Contain the spill or release
   - Determine the scope of spill or release into surface waters, sewers, etc.
   - Investigate source of the product and its release

b. In case of a spill emergency event, Tim Barefoot 910-22-3993 at SR&R Environmental, Inc. is to be contacted immediately.

c. The Contingency Plan for Spills of Oil and Other Hazardous Substances is at Appendix 5.

D. Water Quality Monitoring Program

1. The specific monitoring program requirements relative to Little River Watersports, LLC will be determined by SC DHEC upon approval of pending facility upgrade and expansion request. If determined that such a program is unnecessary to ensure adequate protection of coastal resources, it may be waived.

2. If monitoring is determined to be necessary, it will be done annually by performing sediment analysis from samples taken between June and August with a minimum of one composite sample taken within the confines of the marina and one sample taken outside the marina.

3. Sampling results will be discussed as they become available and water quality issues will be addressed at that time.

E. Stormwater Management

1. Little River Watersports, LLC has few impervious surfaces that produce first flush run-off. The parking area is an upland, unpaved area with marsh between it and the marina.

F. Potable Water Supply System

1. Potable water from the Little River Water and Sewer Authority is available at the main dock.

III. DREDGING / DISPOSAL

A. Dredging

1. Maintenance dredging will be performed on an as-needed basis in response to marina shoaling and silting. Maintenance dredging is performed by a hydraulic cutter head dredge during the winter months, when practicable. The most recent maintenance dredging was performed March 2019 with portions of the AIWW (outside the limits of the federally authorized channel) were dredged to a depth of -7'. The next maintenance dredging effort is anticipated to occur during the winter of 2029.

B. Disposal

1. Dredged material will be deposited at the on-site spoil basin with filter cloth, on the southeastern side of the property via pipeline. The spoil disposal area capacity is approximately 25 cubic yards with life of spoil approximately 18-24 months after which non-toxic material can be used as ordinary fill. The spoil disposal area has not yet reached its capacity. Alternatives will be addressed in the future as needed.

IV. CONTINGENCY PLAN FOR SPILLS OF OIL AND OTHER HAZARDOUS SUBSTANCES

Little River Watersports, LLC will conduct its operations in such a manner to encourage all individuals who handle material to prevent spills through planning, good housekeeping, adequate equipment, proper maintenance and safe operations of related equipment. Should a spill of oil or other hazardous material occur, immediate action will be taken to contain the spill and stop any further release of the material. All responsible parties and jurisdiction agencies indicated below will be immediately notified of the spill.

National Response Center at 1-800-424-8802

SCDHEC 24 hour response line at 888-481-0125

Horry County Fire Department at 843-915-5190

Horry County Sheriff at 843-915-5450

INFORMATION TO PROVIDE:

- **Source of spill**
- **Time of spill**
- **Volume of spill**
- **Nature and potential danger of spilled material**
- **Anticipated movement of spill material**
- **Responsible party(s) – (name and contact information)**
- **Action already taken**
- **Weather conditions at spill site**

Little River Watersports personnel and boat owners will cooperate with all governmental agencies to ensure proper implementation of the State Contingency Plan for the Spill of Oil and Other Hazardous Substances prepared by the SC Department of Health and Environmental Control. A copy of this plan is attached as Appendix 5.

V. MARINA RULES AND REGULATIONS

LITTLE RIVER WATERSPORTS, LLC MARINA RULES AND REGULATIONS
The word "Marina" herein indicates Little River Watersports, LLC (LRW) Marina as well as any person duly authorized to represent LRW Marina. The word "Owner" is used herein to indicate the owner(s) of a vessel within the Marina and any person(s) associated with the owner(s) of a vessel, including all family

members, agents or invitees on Marina premises. LRW Marina wants to provide a safe, efficient, and enjoyable atmosphere at the Marina. To ensure your safety and the smooth operation of the Marina, we require all tenants of the Marina to comply with the rules and regulations.

1. COMPLIANCE TO GOVERNMENTAL AGENCIES
Owner shall comply with all applicable rules, regulations and instructions of the United States Coast Guard, other local harbor authorities, and all laws, ordinances, rules and regulations of any federal, state, city, local or other government agency regarding vessels or berthing in a marina.

2. SPEED
The speed limit within Marina is steerage only, with no wake.

3. UTILITY CONNECTIONS
Electrical - Without exception, all connections made to Marina electrical receptacles shall be U.L. approved weatherproof, three wire, grounded type. Wiring must be of sufficient amperage for its use as specified by the National Electrical Code. All severely weathered cords must be replaced. Due to safety concerns undersized cords will be disconnected by Marina personnel.

Water - Water hoses must not be attached to the vessel other than temporarily to fill on-board freshwater tanks,or must not be left on with a spray nozzle while not in use. Cords and hoses may not cross main walkways nor be affixed or secured to docks.

4. DOCK BOXES, BOARDING PLATFORMS
No structure, including dock boxes, boarding platforms, etc. may be erected or placed upon any pier, float, or walkway without the prior approval of the Dockmaster. No structure may be permanently attached to any pier, float, or walkway.

5. MAKING FAST
Halyards shall be secured to eliminate noise. Dock lines shall be of adequate size for the vessel and shall be replaced when worn. All vessels shall be moored with a four-point tie-up except end and side ties. It is recommended that you use a spring line to keep Vessel from moving back and forth in the slip during windy weather. There will be no overhang at the bow.

6. CHILDREN
Children under 12 years of age are not permitted on the docks at any time without parents or other responsible adults. Non-swimmers or toddlers must wear life jackets at all times when on the docks or boat decks.

7. SWIMMING
Swimming is prohibited within the Marina.

8. BARBECUES

Barbecues are not permitted on docks or anywhere in the Marina other than on a vessel.

9. NOISE
(a) Main engines, power generating equipment, and other noise-making machinery shall not be operated between the hours of 5:00 p.m. and 9:00 a.m. except as necessary to enter or leave the slip. Engines shall not be operated in gear while the vessel is secured to the dock. The idle operation of engines for longer than 15 minutes will not be permitted.
(b) Behavior, which disturbs or creates a nuisance for others in the Marina or on the premises adjacent thereto, is not permitted.
(c) All persons within the Marina shall keep noise to a minimum and respect the rights of neighbors.

10. DISCHARGE OF WASTE MATERIALS
Owner shall not throw, discharge or deposit from any vessel or float any refuse matter (sewage, greywater), oily bilges, or flammable liquid ("Waste Materials") into the water or upon the Marina. Vessels with automatic bilge pumps shall be maintained in a manner that will prevent Waste Materials from being pumped automatically into the water. Owner shall at all times maintain an oily waste absorbent pad in each bilge. At no time will any person use any detergent or emulsifier on an oil spill. All Waste Materials shall be deposited in the appropriate containers within the Marina. Drums for receiving and disposing of bilge water and oily wastes, conforming with applicable codes and regulations, are provided by an outside vendor for the exclusive disposal of such wastes. Marina shall also require boat owners to remove boats from the water before scraping or painting hulls in a manner which discharges toxic residues into the surrounding water.

11. CONSTRUCTION AND EXTENSIVE MAINTENANCE ON BOAT IN BERTH
Major construction, deck work, sandblasting, power grinding, spray painting, repair, or complete overhaul shall not be permitted in the Marina. Any normal or minor maintenance shall be permitted while in the Marina. The Marina shall be the sole judge as to what constitutes "major construction or repair". No open containers shall be left unattended. Marina shall also require boat owners to remove boats from the water before scraping or painting hulls in a manner which discharges toxic residues into the surrounding water. The Marina has a work berth area which can be made available to Owners upon request at Owner's expense to complete maintenance work.

12. ANIMALS
Animals shall be leashed at all times when on Marina premises. No animal shall be tied to any part of the docks, including fingers, or locker boxes. Animals shall be physically kept on board Owner's vessel at all times. The Owner of an animal on the Marina premises shall be responsible for cleaning up pet feces.

13. SOLICITING AND ADVERTISING
No advertising or soliciting of any kind is allowed on the Marina premises or on vessels.

14. YACHT BROKERS AND WORKMEN
Yacht brokers, contractors, or persons working on Owner's vessel must register with the Marina prior to admittance to the docks. The Owner shall notify the Marina in advance that these persons will be arriving at the Marina. At no time will the Marina allow workers on the docks without proper liability insurance of $1,000,000 and Marina named as additional insured.

15. OWNER SELLING VESSEL PRIVATELY
If Owner is selling his vessel, Owner must make arrangements to meet prospective buyers at the Marina. The Marina will not admit buyers to see any vessel in the Owner's absence.

16. PARKING
Vehicles shall be parked in designated areas. The display of a parking permit is required. No parking areas shall be used to store any vehicle or trailer. The parking of any motor home, mobile home, camp trailer, camper, trailer, or similar vehicle shall be at the discretion of the Harbormaster and a special permit shall be issued. The Marina, its officers, agents, or employees shall not be liable to Owner or Owner's agents for any loss of, or damage to any kind of motor vehicles or other personal property in or on the buildings, parking lots, or other Marina premises.

(a) Marina parking is limited to no more than 72 hours. Vehicles left for more than 72 hours without a liveaboard permit or prior approval of the Marina Office will be subject to tow. Designated parking is expressly for the use of Marina slip tenants and their guests. Violators will be towed at the owner's sole risk and expense. Long term storage of vehicles is not permitted. Vehicles shall not be left in the same spot for more than 72 hours.

(b) Vehicle maintenance work in the Marina parking areas is strictly forbidden.

(c) No overnight occupancy, loitering, cooking, or sleeping is allowed in or about any vehicle while in the Marina parking areas.

(d) The parking areas are also for the use of pedestrians moving about; please drive very slowly through these areas to avoid accidents and injuries.

17. BOARDING VESSELS WITHOUT PERMISSION
Except a public officer or employee in the performance of his official duty, and unless to protect life and property, no person shall climb into or upon any vessel, boat, yacht or other watercraft berthed or anchored at any site or location situated within the Marina without the consent of the Marina, its agents, or any other person having charge thereof.

18. STORAGE OF MATERIALS AND PERSONAL ITEMS
Supplies, materials, accessories, or gear of any kind shall not be stored within the Marina except in approved dock boxes. The Marina shall not be responsible for the locks installed on the dock boxes in the event that it becomes necessary for the Marina to enter the dock box in order to affect repairs or for the safety of the Marina or boats therein. No flammable or combustible materials of any type or excessively heavy items

such as batteries, anchor chain, or anchors are allowed to be stored in dock boxes. Plants, bicycles, and other personal items must be stored on the Vessel, out of sight, in an uncluttered fashion.

19. STOWAGE OF DINGHIES AND SIMILAR CRAFT
All such boats shall be kept on the Owner's vessel or, when available, in dinghy racks, and not in a berth with another vessel. The use of another berth at any time for any non-emergency reason is not permitted. Dinghies stored in the Berth shall be kept free of debris and water at all times. The use of a tailored dinghy cover is recommended.

20. TELEPHONE MESSAGES
The Marina does not accept telephone messages for berthers except in cases of life-threatening emergencies.

21. LIVEABOARDS
Liveaboards are prohibited.

22. CONDUCT
Disorderly or indecorous conduct by an Owner, his guests or invitees that might injure a person, cause damage to property or harm to the reputation of the Marina shall be cause for immediate termination of the Owner's Licensing and Access Agreement. Owner expressly agrees that Owner's vessel and facilities provided by the Marina will not be used in a manner that results in Owner becoming intoxicated by alcoholic beverages or drugs. Intoxication shall be conclusively presumed if the Marina requires the assistance of police, or if Owner engages in physical assault of another person or that person's property, or one of more or other users of the Marina file a written complaint with the Marina concerning Owner. Should Owner breach the foregoing covenant, the Marina shall have the right to terminate the Agreement upon three (3) days prior written notice and Owner agrees upon such termination. Any such termination shall be deemed for cause and Owner shall not be entitled to return of any portion of fee(s) hereinabove provided not then earned.

23. FIREARMS
No firearms or live ammunition is allowed on the premises.

24. POSTING OF RULES
The Owner shall comply with these rules and regulations and all amendments thereto as published by the Marina from time to time by posting on the bulletin boards located throughout the Marina or as published in the monthly newsletter. Such publication shall constitute official notice for such amendments.

25. COLLISION
In the event of a vessel collision in the marina, the incident is to be reported to the Harbormaster. If resulting in bodily injury or more than $500 worth of property damage, it is required by law to be reported to the California Department of Boating and Waterways. Incident report forms can be found in the marina office.

I have read, understand, and agree to all of Little River Watersport's Marina's Rules and Regulations - Exhibit A. I understand that my tenancy is based on these rules.

____, Date: __________________

____, Date: __________________

VI. APPENDICES

1. Lease Agreement

2. R-30-12(E) – OCRM Marina Regulations

3. Water Quality Classes and Standards for Tidal Salt Waters

4. S.C. DHEC 401 Water Quality Certification

5. S.C. DHEC "Contingency Plan for Spills of Oil and Other Hazardous Substances.

6. Clean Marina Guidebook

LITTLE RIVER WATERSPORTS MARINA ACCESS AGREEMENT

As part of the License Agreement, Marina agrees to make available to Owner, key(s), card(s), or other access device(s) giving access to portions of Marina's premises under the following terms and conditions:

1. The key(s), card(s), or other access device(s)shall at all times remain under the management of Marina and shall not be transferred, loaned, or sold to any person other than Owner.
2. Owner shall have a revocable license to use key(s), card(s), or other access device(s) to gain access to those portions of the Marina's premises that Marina makes generally available to Owner and other licensees. Marina reserves the right to close off or deny access to portions of the premises, as it deems necessary, at its sole discretion.
3. In the event Owner or other person using the key(s), card(s), or other access devices(s) violates any of the Rules and Regulations of Marina (Exhibit A) or otherwise breaches any agreement with Marina, Marina may immediately revoke Owner's license to use the key(s), card(s), or other access device(s) and may render the key(s), card(s), or other access device(s) inoperable. If Marina renders a key, card or other access device inoperable, such an act shall not constitute a breach by Marina of any agreement with Owner.
4. Marina shall have the right to prescribe such additional or further regulations governing the use or possession of the key(s), card(s), or other access device(s) as the Marina may desire, at its sole and absolute discretion.
5. Owner shall notify the Marina of any lost or misplaced key(s), card(s), or other access device(s) immediately upon learning the same.

I have read, understand, and agree to all of the items in Little River Watersports Marina's Access Agreement - Exhibit B. I understand that my tenancy is based on these rules.

____, Date: _______________

____, Date: _______________

ARREARS PAYMENT POLICY

All fees are due on the first of every month. Late fees, letters, and phone calls will be executed according to the following schedule.

11th of first month (day 11) – late statement and assessment of late fee

15th of first month (day 15) – first phone call

20th of first month (day 20) – regular statements stamped with "PAST DUE"

30th of first month (day 30) – gate keys deactivated. Certified letter sent to customer advising of pending impound of vessel and $25/day storage fee in addition to regular rent. $10.00 certified letter charge. Documented vessels additional $25.00 document fee.

15th of second month (day 45) – Vessel impounded, chained to dock, and tagged. Certified letter advising of impound and pending lien and sale. $10.00 cert. letter fee, $200.00 impound fee (documented vessels require a $520.00 impound fee and a $48.00 document fee). Information is forwarded to the lien service company. Vessel is liened and possibly sold.

At this point full payment will be required via cash, money order, or cashiers check in order to release the vessel. Payment by personal check will be held for ten days before removal of chain and cancellation of lien.

I have read, understand, and agree to the above arrears policy.

______________________________, Date: ______________

______________________________, Date: ______________

BOATER LIEN LAW

Boater Lien Law, OWNER acknowledges and agrees that and unpaid monthly rental stated herein for the Vessel Space constitutes a lien in favor of LITTLE RIVER WATERSPORTS MARINA against the Vessel pursuant to the Harbors and Navigation Code, Division 3, Chapter 2 Article 3 and 4, Section 501 through 509 inclusive. If OWNER shall be delinquent for twenty days in payment of such rental, LITTLE RIVER WATERSPORTS MARINA shall have the right (a) to satisfy said liens as stated above and (b) to remove the Vessel from the assigned space and impound said Vessel. Should this occur, OWNER further agrees to pay an impound fee and daily storage fee. Said removal and impounding shall in no event result in any liability of LITTLE RIVER WATERSPORTS MARINA to OWNER and shall not require notice to OWNER.

____, Date: ______________

____, Date: ________________

Owner Owner

LITTLE RIVER WATERSPORTS MARINA PARKING RULES

I have read and understand the Little River Watersports Marina Parking Policy (Separate Form)

____, Date: ______________

____, Date: ________________

Owner Owner

HORRY COUNTY PERMIT APPLICATION

(Must be fully completed in ink) $25

See OCRM permit/Placard

FLOOD ZONE AE
BFE 12
PANEL# 601
ECERT REQ N/A
APPROVED MCA
9-14-17

DATE IN 10-30-17
FEES PD $ 25 P/R Ø Z
CLERK TS
PLAN CASE #
REF
APPD DATE 10-30-17
MO 10-30-17

TNW & More, Inc.
Name of Owner (as listed on Tax Records) ( ) Telephone

PO Box 1258 Little River SC 29566
Mailing Address City State Zip

4474 Waterfront Ave. Little River SC 29566
Site Address Subdivision /Phase # Lot#

Crab Catchers
TNW & More, Inc.
Project Name Bldg. # # of Units Occupant Load

Type of Work: New (✓) Addition ( ) Alter ( ) Repair ( ) Move ( ) Demolish ( ) Other

Use of Improvements: Single Family ( ) Mobile Home ( ) Duplex ( ) Apartment ( ) ✓Commercial ( ) Institutional ( ) Utility ( )
Warehouse ( ) Manufacturing ( ) Condo ( ) Industrial ( ) Farm Building ( ) Sign ( ) Other

Type of Construction: Metal ( ) ✓Wood ( ) Steel ( ) Concrete ( ) Other

Exterior: Brick ( ) Conc. Block ( ) Stone ( ) Brick Veneer ( ) Stucco ( ) Metal ( ) Wood ( ) Glass ( ) Vinyl ( ) Other

No of Stories No. of Bedrooms No. of Baths No. of Half Baths Total # Rooms

Type of Heating: Central Air Cond. ( ) Heat Pump ( ) Other Sprinkler Req Provided N/A

Type of Fuel: Oil ( ) Gas ( ) Electricity ( ) Wood ( ) Other

Unheated areas: Garage ( ) Carport ( ) Porches ( ) Decks ( ) Masonry Fireplaces #

Total No. of Square Feet Heated Space Unheated

Description of Work See attached.

Value of Construction $ 41,500.00

OK for Z.C WA

Permit # 77947

Building Permit Fees $

Mobile Home Sticker #

Zoning Fees $

No zoning insp required

Farm #

M I G C Fire Fee $

MIGC Fire Receipt #

Plan Review $ 108.75 remaining balance from submitting for review. TS

Plan / Bin # File

TOTAL FEES $

App Code 2015 IBC

Contractor or Builder Brunswick Dredge & Dock LLC Tele # (843) 241-8705 State License # 118280

Address P.O. Box 3168 Shallotte NC 28459 Email

Architect or Engineer Craig Alan Pawlyk Tele # ( ) Fax # ( )

Address 131-0305-024 Email

Est Date of Completion 311-09-02-0010 TMS # / PIN # 50 Dist. # RC Zone RD Verified

THIS PERMIT MAY BE SUSPENDED OR REVOKED FOR VIOLATION OF ANY REGULATION IN EFFECT BY ORDINANCE OR OTHERWISE BUILDING PERMITS AR[redacted]

Issued By: [signature]

Signature [redacted]

Owner (✓) Contractor (X) Agent ( )

Date 2/13/17

R-1894 Print Name Robert Galante

RECEIPT

1301 Second Avenue
Suite 1D09
Conway, SC 29526
843-915-5090

Permit Number: COMM-10-17-77947

Receipt Number: REC-132224-2018

Project Name: CRAB CATCHERS

Payment Date: 2/13/2018

Payer: BRUNSWICK DREDGE AND DOCK LLC

Permit Type: Commercial Permit

Parcel Number: 31109020011

Property Owner: TNW AND MORE LLC,

Lot:

Received By: Dana Todd

Fee Name	Transaction Type	Payment Method	Fee Amount	Amount Paid
Commercial Zoning Review Fee ($50)	Fee Payment	Check #1142	$50.00	$50.00
Dock/Pier Permit Fee	Fee Payment	Check #1142	$217.50	$217.50
Plan Review Fee VALUE	Fee Payment	Check #1142	$108.75	$83.75
			SUB TOTAL	$351.25
			TOTAL	**$351.25**

R-1895

RECEIPT

1301 Second Avenue
Suite 1D09
Conway, SC 29526
843-915-5090

Permit Number:	COMM-10-17-77947	**Permit Type:**	Commercial Permit
Receipt Number:	REC-126652-2017	**Parcel Number:**	31109020011
Project Name:	CRAB CATCHERS	**Property Owner:**	TNW AND MORE LLC,
Payment Date:	10/30/2017	**Lot:**	
Payer:	BRUNSWICK DREDGE AND DOCK LLC	**Received By:**	Tracy Smith

Fee Name	Transaction Type	Payment Method	Fee Amount	Amount Paid
Plan Review Fee VALUE	Fee Payment	Check #7921	$108.75	$25.00
			SUB TOTAL	$25.00
			TOTAL	**$25.00**

R-1896

To: HORRY COUNTY PERMIT OFFICE

Date: 9-12-17

SITE LOCATION: 4474 Waterfront Ave. Little River, S.C. 29566

SCOPE OF WORK: Commercial

PROJECT DESCRIPTION: To modify the existing dock. Install a 4'X20' ramp to access a 15'X15' floating dock, a 5'x183' access floating dock, (5) 5'x30' floating finger piers, and a 5'X20' floating finger pier. The purpose is to provide Crab Catchers restaurant to allow dockage of recreational fishing charters to embark and disembark patrons at this location.

Plan Reviewer for Horry County
10-30-17

Absolutely no other work of construction other than what's on OCRM permit/placard. No structures on pier.

10-30-17

Office

R-1897

dhec

Healthy People. Healthy Communitie

Office of Ocean and Coastal Resource Management

CONSTRUCTION AUTHORIZATION

Permittee/ Property Owner: Tim Kettner, TNW & More, Inc

Address of Permittee/ Property Owner: PO BOX 1258, LITTLE RIVER, SC 29566-1258

Contractor's Name: (if none provided, then property owner name) Brunswick Dock and Dredge

Contractor's License #: G118280

Waterway: Atlantic Intracoastal Waterway

City: Little River

County: Horry

Expiration Date: July 27, 2022

Permit Number: 2017-00414

Date Issued: August 28, 2017

Location: 4474 Waterfront Avenue

Authorized Work: To make the addition of the installation of a 4' x 20' ramp to access a 15' x 15' floating dock, a 5' x 183' access floating dock, five (5) 5' x 30' floating finger piers, and a 5' x 20' floating finger pier. The modification will classify the existing commercial dock as a marina.

Project Manager Christopher M Stout

August 28, 2017

Date

> This Notice Must Be Conspicuously Displayed at the Work Site <

dhec
Healthy People. Healthy Communities.

July 27, 2017

Mr. Tim Kettner
TNW & More, Inc.
PO Box 1258
Little River, SC 29566

Re: 2017-00414
TNW & More, Inc.

Dear Mr. Kettner:

The SCDHEC Office of Ocean and Coastal Resource Management has reviewed your application to construct a marina at 4474 Waterfront Avenue, Little River, Horry County, South Carolina and has issued a permit for this work. You should carefully read the description of the authorized project and special conditions that have been placed on the permit, as these conditions may modify the permitted activity. In addition, there are a series of general conditions that should be reviewed. The original and one photocopy of the permit, as issued, are enclosed. After carefully reading the permit, if you wish to accept the permit as issued, sign and date in the signature block entitled "PERMITTEE" on the original version of the permit **and return it to this Department. Keep the photocopy for your records.**

__PLEASE READ CAREFULLY__: You are required to sign and return the original version of your permit to this Department. If this permit is not signed and returned __within thirty (30) days of issuance__, *OR* appealed within 15 days as described on the enclosed "Guide to Board Review", the Department reserves the right to cancel this permit. Please carefully review the enclosed "Guide to Board Review" for information and deadlines for appealing this permit.

We have also enclosed a "request for a construction placard" card. You must send in this card before the time you wish to start construction. At that time a construction placard will be sent to you to post at the construction site.

PLEASE NOTE: You are not authorized to commence work under the permit until we have received the original version of the entire permit signed and accepted by you, and a construction placard has been issued and posted at the construction site. The receipt of this permit does not relieve you of the responsibility of acquiring any other federal or local permits that may be required. Please return the signed permit to the following address:

DHEC-OCRM
927 Shine Avenue
Myrtle Beach, SC 29577

Sincerely,

Christopher Stout
Project Manager
Critical Area Permitting Section

Enclosure

CC: Mr. Blair Williams, Critical Area Permitting Section Manager
Ms. Michele Culbreath, DHEC Bureau of Water
Mr. Rob Huff, US Army Corps of Engineers
Dr. H. Wayne Beam, Beam & Associates

Plan Reviewer for Horry County

CRITICAL AREA & WATER QUALITY CERTIFICATION PERMIT

Permittee: **TNW & More, Inc.**

Permit Number: **2017-00414**

Date of Issuance: **July 27, 2017**

Expiration Date: **July 27, 2022**

SEE SPECIAL CONDITION(S)

Location: **On and adjacent to Atlantic Intracoastal Waterway at 4474 Waterfront Avenue, Little River, Horry County, South Carolina. TMS# 1310305023**

This permit/certification is issued under the provisions of 25A S.C. Code Ann. Regs. 61-101 (Supp. 2005), *et seq.*, and 23A S.C. Code Ann. Regs. 30-1 through 30-18 (Supp. 2005). Additionally, as required by R.61-101, Department staff have reviewed plans for this project and determined there is a reasonable assurance the project will be conducted in a manner consistent with Certification requirements of Section 401 of the Clean Water Act. We also certify that this project, subject to the indicated conditions, is consistent with applicable provisions of Section 303 of the Clean Water Act, as amended, that there are no applicable effluent limitations under Sections 301(b) and 302, and that there are no applicable standards under Sections 306 and 307.
This permit contains required certification pursuant to Section 401 of the Clean Water Act. PLEASE CAREFULLY READ THE ENCLOSED "GUIDE TO BOARD REVIEW."

Please carefully read the project description and any special conditions that may appear on this permit/certification as they will affect the work that is allowed and may modify the work from that shown on the submitted plans. All special conditions attached to the permit will take precedent over submitted plans. If there are no special conditions, then the work is authorized as described in the project description and as modified by general conditions. The general conditions are also a part of this permit/certification and should be read in their entirety. The S. C. Contractor's Licensing Act of 1999, enacted as Section 40-11-5 through 430, requires that all construction with a total cost of $5,000 or more be performed by a licensed contractor with a valid contractor's license for marine class construction, except for construction performed by a private landowner for strictly private purposes. Your signature on and acceptance of this permit denotes your understanding of the stated law regarding use of licensed contractors. **All listed special and general conditions will remain in effect for the life of the project if work commences during the life of the permit. This applies to permittee, future property owners, or permit assignees.**

DESCRIPTION OF THE PROJECT, AS AUTHORIZED

The plans submitted by you, attached hereto, show the work consists of modifying an existing dock. Specifically, the permittee is authorized to make the addition of the installation of a 4' x 20' ramp to access a 15' x 15' floating dock, a 5' x 183' access

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floating dock, five (5) 5' x 30' floating finger piers, and a 5' x 20' floating finger pier. The modification will classify the existing commercial dock as a marina. The purpose for the authorized work is to provide patron access to the Crab Catchers restaurant and to allow dockage of recreational fishing charters to embark and disembark patrons at this location.

CRITICAL AREA PERMIT SPECIAL CONDITIONS

1. The operations of the marina shall be reviewed by the Department as deemed appropriate, but at least every five years. Based on this review, the Department may require, among other things, changes or additions to the Operations and Maintenance Manual (manual) to address any water quality or other environmental problems, and a reduction in the size of, or a change in the configuration of, the marina. Such action may be taken at any time the Department determines that significant state water quality compliance or other problems exist, at the time the Department enlarges the closure area, or at the time of a review. The manual submitted for this facility is made a part of this permit and must be followed in the operation of this facility unless otherwise amended in writing by OCRM. The manual must be reviewed and revised to keep it up-to-date with existing facilities and operations. The manual must be in accordance with R. 30-12(E)(6) or the Rules and Regulations for Permitting in the Critical Areas of the Coastal Zone and with OCRM's Marina/Commercial Dock Operations And Maintenance Manual Requirements.

2. The marina must have adequate booms available to isolate any oil or fuel spill around the fuel dock, a leaking boat, or a sunken boat. These booms must be stored in a location where they are quickly and easily accessible.

3. The marina must have absorbent pads available for boat use and for removing incidental spills during fueling operations.

4. An experienced operator shall be in charge of the marina and be responsible for compliance with the issued Operations and Maintenance Manual and with all conditions of the permit.

5. All parts of the docking structure are used for water dependent purposes only. No food or beverage service, vending machines, T-shirt sales, concessions, etc. are allowed on or across these dock facilities.

6. The storage or disposal of new or used batteries, oil or lubrication containers, fuel containers, solvents, toxic cleaners, paint cans, etc., on the marina docks is prohibited.

Plan Reviewer for Horry County

7. Any painting, major engine repair, or other maintenance which may result in a discharge to the water must be performed in a designated upland site and not in or over the waters of the marina.

SEE SPECIAL CONDITIONS

8. No live-aboards are allowed at this facility. Live-aboards are defined and those persons staying overnight on boats in excess of three consecutive nights.

9. An as-built survey of the dock must be submitted to the Department within 90 days from completion of construction. The survey must be performed by a registered land surveyor, must show all components of the dock, and must list the starting and ending coordinates of the dock walkway in the SC State Plane Coordinate System, which can be obtained by survey-grade Global Positioning System equipment.

10. In the event that any historic or cultural resources and/or archaeological materials are found during the course of work, the applicant must notify the State Historic Preservation Office and the South Carolina Institute of Archaeology and Anthropology. Historic or cultural resources consist of those sites listed in the National Register of Historic Places and those sites that are eligible for the National Register. Archaeological materials consist of any items, fifty years old or older, which were made or used by man. These items include, but are not limited to, stone projectile points (arrowheads), ceramic sherds, bricks, worked wood, bone and stone, metal and glass objects, and human skeletal materials.

WATER QUALITY SPECIAL CONDITIONS

11. The applicant must implement best management practices that will minimize erosion and migration of sediments on and off the project site during and after construction. These practices should include the use of appropriate grading and sloping techniques, mulches, silt fences, or other devices capable of preventing erosion, migration of sediments and bank failure. All disturbed land surfaces and sloped areas must be stabilized and sloped.

12. Once the project construction is initiated, it must be carried to completion in an expeditious manner in order to minimize the period of disturbance to the environment.

13. All necessary measures must be taken to prevent oil, tar, trash, debris and other pollutants from entering the adjacent waters or wetlands during construction.

14. Construction activities must avoid to the greatest extent practicable, encroachment into any wetland areas not designated as impact areas.

15. The floating dock must be constructed with encased or encapsulated floatation devices.

Copy Recorded for Horry County

PERMITTEE'S ATTENTION IS DIRECTED TO GENERAL CONDITIONS NUMBERS FOUR (4) AND (5). BY ACCEPTANCE OF THIS PERMIT, PERMITTEE IS PLACED ON NOTICE THAT THE STATE OF SOUTH CAROLINA, BY ISSUING THIS PERMIT, DOES NOT WAIVE ITS RIGHTS TO REQUIRE PAYMENT OF A REASONABLE FEE FOR USE OF STATE LANDS AT A FUTURE DATE IF SO DIRECTED BY STATUTE.

SEE SPECIAL CONDITION(S)

R-1903

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THE PERMITTEE, BY ACCEPTANCE OF THIS PERMIT, AGREES TO ABIDE BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND TO PERFORM THE WORK IN STRICT ACCORDANCE WITH THE PLANS AND SPECIFICATIONSATTACHED HERETO AND MADE A PART HEREOF. ANY DEVIATION FROM THESE CONDITIONS, TERMS, PLANS AND SPECIFICATIONS SHALL BE GROUNDS FOR REVOCATION, SUSPENSION OR MODIFICATION OF THIS PERMIT AND THE INSTITUTION OF SUCH LEGAL PROCEEDINGS AS THE DEPARTMENT MAY CONSIDER APPROPRIATE.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE) (DATE) 8/4/17

TNW & More, Inc.

This permit becomes effective when the State official, designated to act for the Office of Ocean and Coastal Resource Management, has signed below.

7/27/2017

(CRITICAL AREA PERMITTING PROJECT MANAGER) (DATE)

Christopher Stout

or Other Authorized State Official

SEE SPECIAL CONDITION(S)

Plan Reviewer for Horry County

SEE SPECIAL CONDITIONS

GENERAL CONDITIONS:

This construction and use permit is expressly contingent upon the following conditions which are binding on the permittee:

1. The permittee, in accepting this permit, covenants and agrees to comply with and abide by the provisions and conditions herein and assumes all responsibility and liability and agrees to save OCRM and the State of South Carolina, its employees or representatives, harmless from all claims of damage arising out of operations conducted pursuant to this permit.
2. If the activity authorized herein is not constructed or completed within five years of the date of issuance, this permit shall automatically expire. A request, in writing, for an extension of time shall be made not less than thirty days prior to the expiration date.
3. All authorized work shall be conducted in a manner that minimizes any adverse impact on fish, wildlife and water quality.
4. This permit does not relieve the permittee from the requirements of obtaining a permit from the U. S. Army Corps of Engineers or any other applicable federal agency, nor from the necessity of complying with all applicable local laws, ordinances, and zoning regulations. This permit is granted subject to the rights of the State of South Carolina in the navigable waters and shall be subject, further, to all rights held by the State of South Carolina under the public trust doctrine as well as any other right the State may have in the waters and submerged lands of the coast.
5. This permit does not convey, expressly or impliedly, any property rights in real estate or material nor any exclusive privileges; nor does it authorize the permittee to alienate, diminish, infringe upon or otherwise restrict the property rights of any other person or the public; nor shall this permit be interpreted as appropriating public properties for private use.
6. The permittee shall permit OCRM or its authorized agents or representatives to make periodic inspections at any time deemed necessary in order to ensure that the activity being performed is in accordance with the terms and conditions of this permit.
7. Any abandonment of the permitted activity will require restoration of the area to a satisfactory condition as determined by OCRM.
8. This permit may not be transferred to a third party without prior written notice to OCRM, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferee subscribing to this permit and thereby agreeing to comply.
9. If the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and special signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.
10. The permit construction placard or a copy of the placard shall be posted in a conspicuous place at the project site during the entire period of work.
11. The structure or work authorized herein shall be in accordance with the permit, as issued, and shall be maintained in good condition. Failure to build in accordance with the permit, as issued, or failure to maintain the structure in good condition, shall result in the revocation of this permit.
12. The authorization for activities or structures herein constitutes a revocable license. OCRM may require the permittee to modify activities or remove structures authorized herein if it is determined by OCRM that such activity or structures violates the public's health, safety, or welfare, or if any activity is inconsistent with the public trust doctrine. Modification or removal under this condition shall be ordered only after reasonable notice stating the reasons

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therefore and provision to the permittee of the opportunity to respond in writing. When the Permittee is notified that OCRM intends to revoke the permit, Permittee agrees to immediately stop work pending resolution of the revocation.

13. OCRM shall have the right to revoke, suspend, or modify this permit in the event it is determined the permitted structure (1) significantly impacts the public health, safety and welfare, and/or is violation of Section 48-39-150, (2) adversely impacts public rights, (3) that the information and data which the permittee or any other agencies have provided in connection with the permit application is either false, incomplete or inaccurate, or (4) that the activity is in violation of the terms and/or conditions, including any special conditions of the permit. That the permittee, upon receipt of OCRM's written intent to revoke, suspend, or modify the permit has the right to a hearing. Prior to revocation, suspension, or modification of this permit, OCRM shall provide written notification of intent to revoke to the permittee, and permittee can respond with a written explanation to OCRM. (South Carolina Code Section 1-23-370 shall govern the procedure for revocation, suspension or modification herein described).
14. Any modification, suspension or revocation of this permit shall not be the basis of any claim for damages against OCRM or the State of South Carolina or any employee, agent, or representative of OCRM or the State of South Carolina.
15. All activities authorized herein shall, if they involve a discharge or deposit into navigable waters or ocean waters, be at all times consistent with all applicable water quality standards, effluent limitations and standards of performance, prohibitions, and pretreatment standards established pursuant to applicable federal, state and local laws.
16. Extreme care shall be exercised to prevent any adverse or undesirable effects from this work on the property of others. This permit authorizes no invasion of adjacent private property, and OCRM assumes no responsibility or liability from any claims of damage arising out of any operations conducted by the permittee pursuant to this permit.

SEE SPECIAL CONDITION(S)

Plan Reviewer for Horry County

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SEE SPECIAL CONDITION(S)

State of South Carolina
REGISTERED LANDSCAPE ARCHITECT
No. 828
CRAIG ALAN PAWLYK
2/9/17

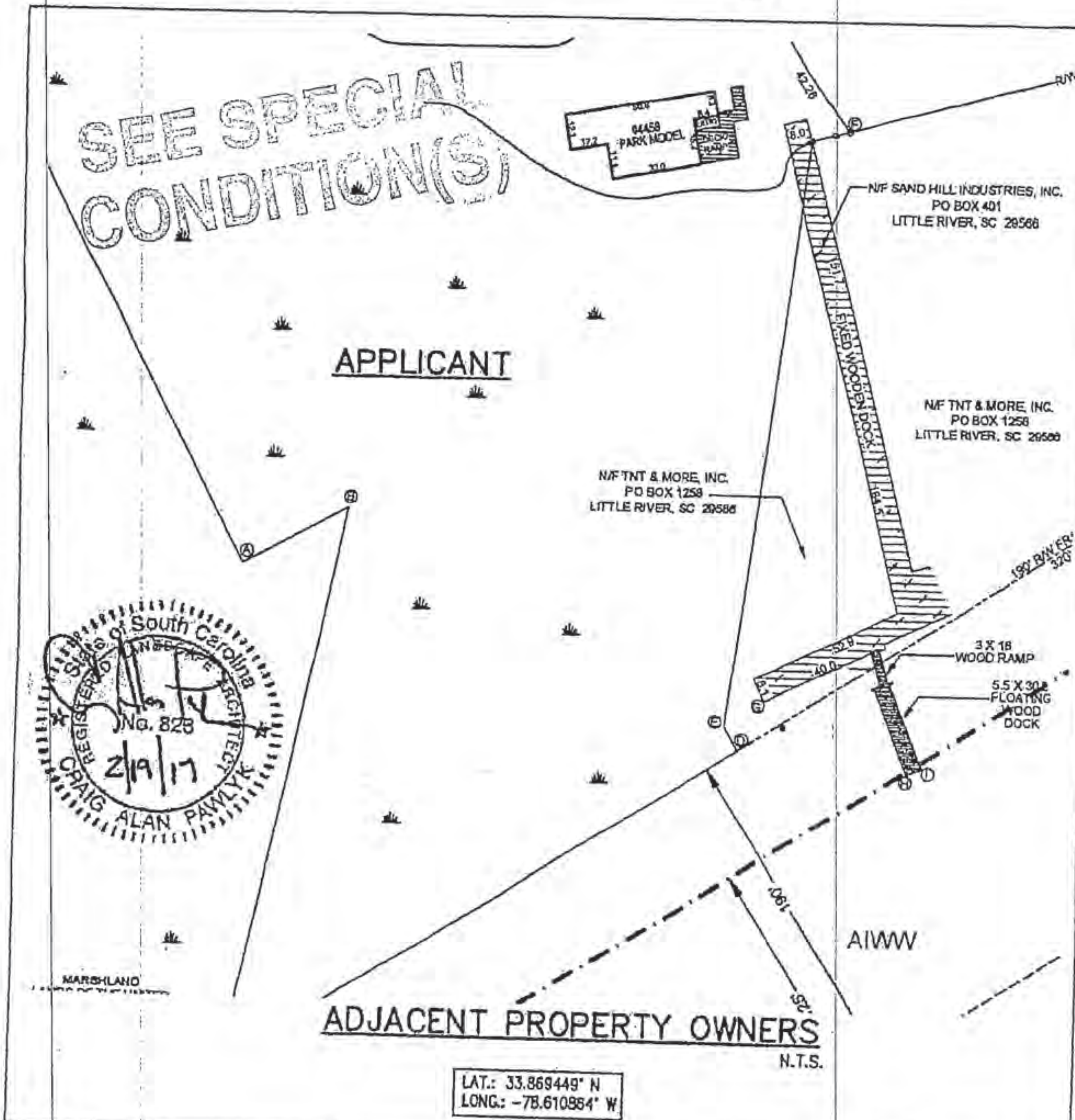
LOCATION MAP
N.T.S.

LAT.: 33.869449° N
LONG.: -78.610864° W

APPLICANT: TNW AND MORE, INC. C/O DR. H. WAYNE BEAM BEAM AND ASSOCIATES, INC PO BOX 3238 NORTH MYRTLE BEACH, SC 29582	DOCK EXPANSION TRACT 1 PORTIONS OF THE W.L. BRYAN PROPERTY LITTLE RIVER TOWNSHIP HORRY COUNTY, SOUTH CAROLINA	PROPOSED: DOCK EXPANSION LOCATED ON: WATERFRONT AVENUE IN: LITTLE RIVER TOWNSHIP ON: ATLANTIC ICWW COUNTY OF: HORRY STATE OF: SC DATE: 3/17/17 SHEET: 1 OF 6

TNW & More, Inc. Dock Expansion
SAC-2017-00414
Horry County, South Carolina
Dated March 17, 2017
Sheet 1 of 6

7/12



APPLICANT:
TNW AND MORE, INC.
C/O DR. H. WAYNE BEAM
BEAM AND ASSOCIATES, INC
PO BOX 3238
NORTH MYRTLE BEACH, SC 29582

DOCK EXPANSION

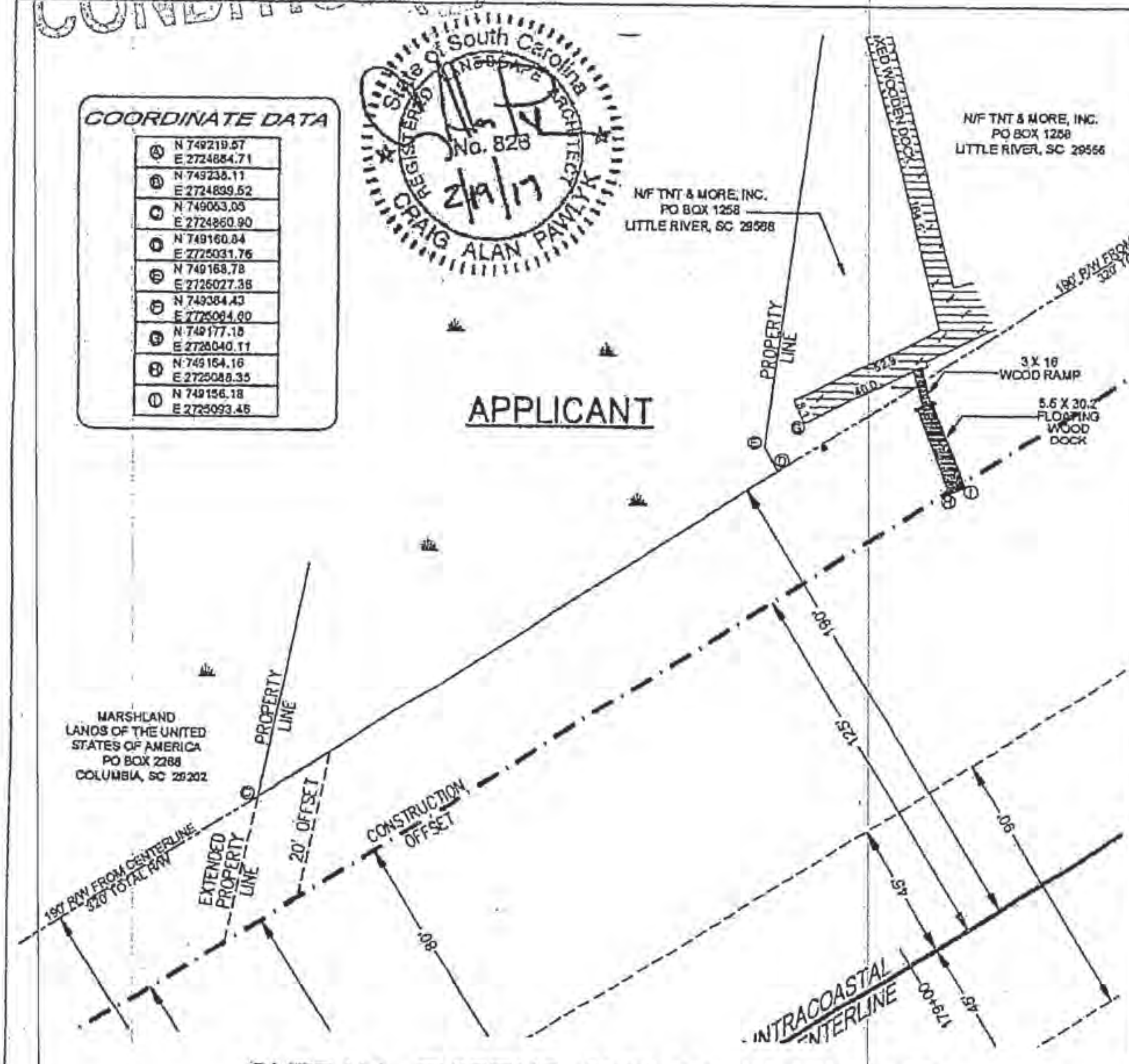
TRACT 1
PORTIONS OF THE W.L. BRYAN PROPERTY
LITTLE RIVER TOWNSHIP
.... COUNTY, SOUTH CAROLINA

PROPOSED: DOCK EXPANSION

LOCATED ON: WATERFRONT AVENUE
IN: LITTLE RIVER TOWNSHIP
ON: ATLANTIC ICWW for Horry County
COUNTY OF: HORRY
STATE OF: SC
DATE: 3/17/17
SHEET: 2 OF 6

TNW & More, Inc. Dock Expansion
SAC-2017-00414
Horry County, South Carolina
Dated March 17, 2017
Sheet 2 of 6

SEE SPECIAL CONDITION(S)



COORDINATE DATA

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B	N 749238.11 E 2724899.52
C	N 749063.05 E 2724860.90
D	N 749160.84 E 2725031.76
E	N 749168.78 E 2726027.36
F	N 749384.43 E 2725064.60
G	N 749177.18 E 2726040.11
H	N 749164.16 E 2725088.35
I	N 749156.18 E 2725093.46

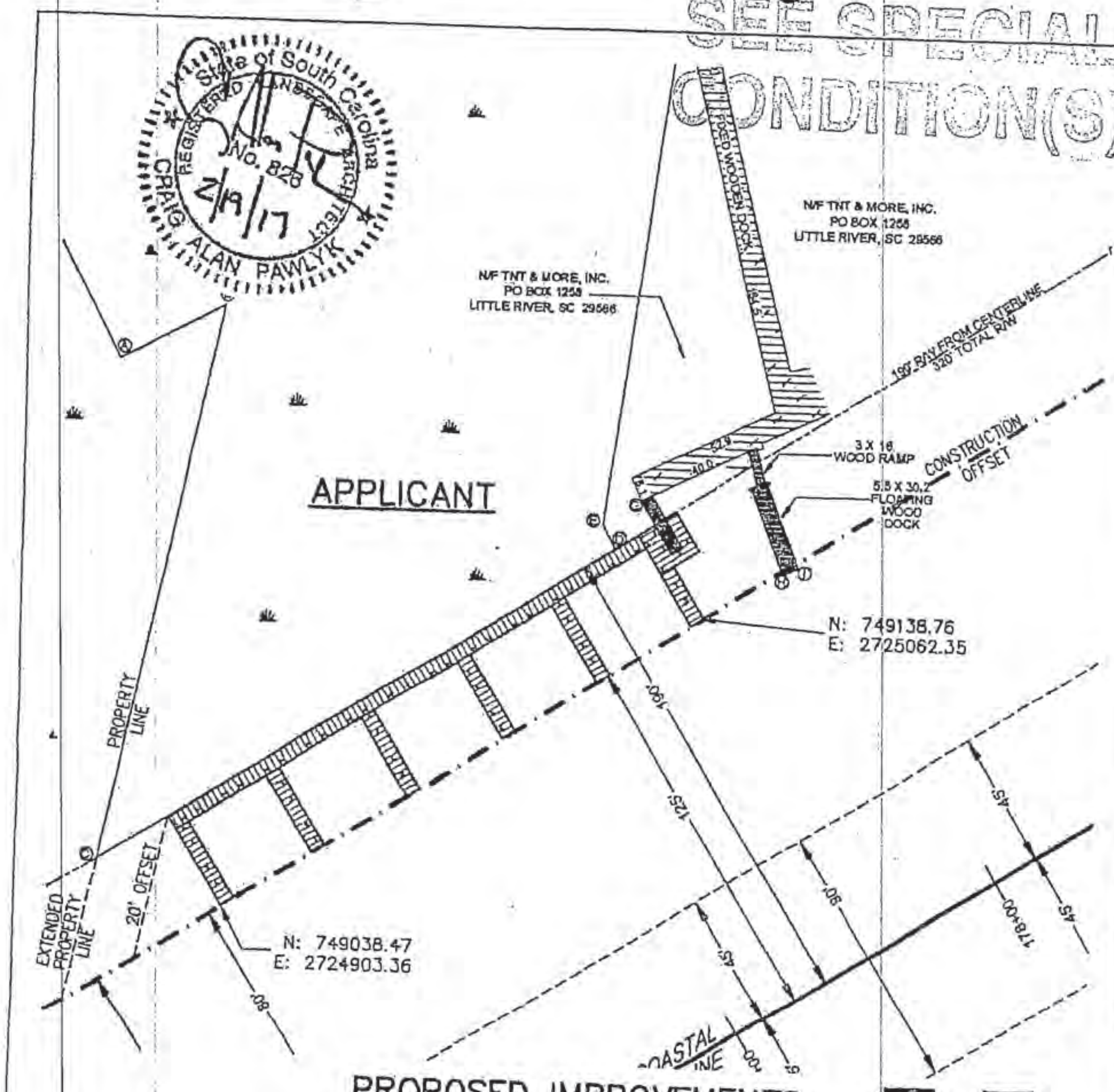
OVERALL EXISTING SITE CONDITIONS

LAT.: 33.869449° N
LONG.: -78.610864° W

0 50'
GRAPHIC SCALE 1" = 50'

APPLICANT: TNW AND MORE, INC. C/O DR. H. WAYNE BEAM BEAM AND ASSOCIATES, INC PO BOX 3238 NORTH MYRTLE BEACH, SC 29582	DOCK EXPANSION TRACT 1 PORTIONS OF THE W.L. BRYAN PROPERTY LITTLE RIVER TOWNSHIP HORRY COUNTY, SOUTH CAROLINA	PROPOSED: DOCK EXPANSION LOCATED ON: WATERFRONT AVENUE IN: LITTLE RIVER TOWNSHIP ON: ATLANTIC ICWW COUNTY OF: HORRY STATE OF: SC DATE: 3/17/17 SHEET: 3 OF 6

TNW & More, Inc. Dock Expansion
SAC-2017-00414
Horry County, South Carolina
Dated March 17, 2017
Sheet 3 of 6



PROPOSED IMPROVEMENTS

LAT.: 33.869449° N
LONG.: -78.610864° W

0 50'
GRAPHIC SCALE 1" = 50'

APPLICANT:
TNW AND MORE, INC.
C/O DR. H. WAYNE BEAM
BEAM AND ASSOCIATES, INC
PO BOX 3238
NORTH MYRTLE BEACH, SC 29582

DOCK EXPANSION

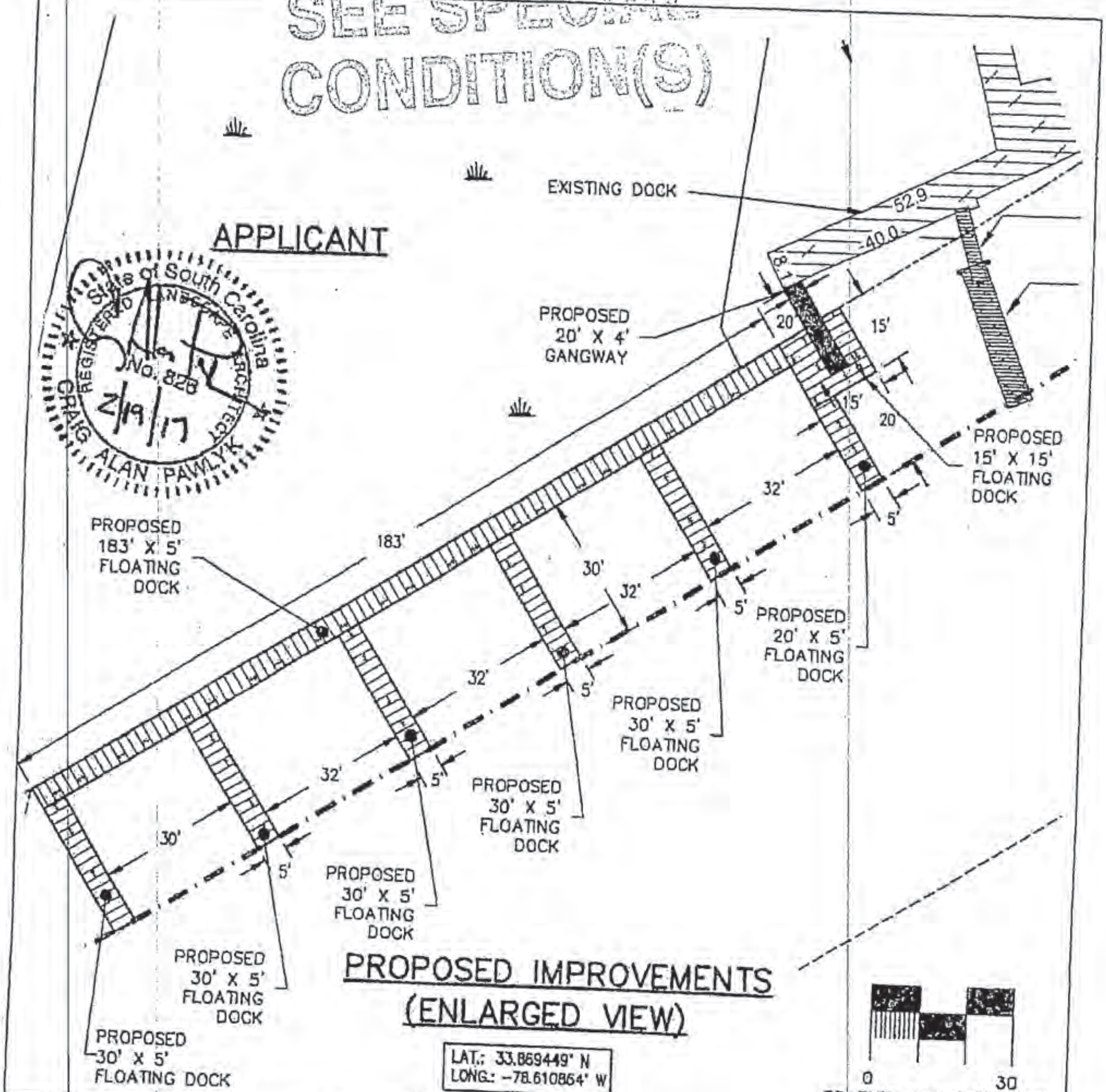
TRACT 1
PORTIONS OF THE W.L. BRYAN PROPERTY
LITTLE RIVER TOWNSHIP
HORRY COUNTY, SOUTH CAROLINA

PROPOSED: DOCK EXPANSION

LOCATED ON: WATERFRONT AVENUE
IN: LITTLE RIVER TOWNSHIP
ON: ATLANTIC ICWW
COUNTY OF: HORRY
STATE OF: SC
DATE: 3/17/17
SHEET: 4 OF 6

TNW & More, Inc. Dock Expansion
SAC-2017-00414
Horry County, South Carolina
Dated March 17, 2017
Sheet 4 of 6

SEE SPECIAL CONDITION(S)



PROPOSED IMPROVEMENTS (ENLARGED VIEW)

APPLICANT:
TNW AND MORE, INC.
C/O DR. H. WAYNE BEAM
BEAM AND ASSOCIATES, INC
PO BOX 3238
NORTH MYRTLE BEACH, SC 29582

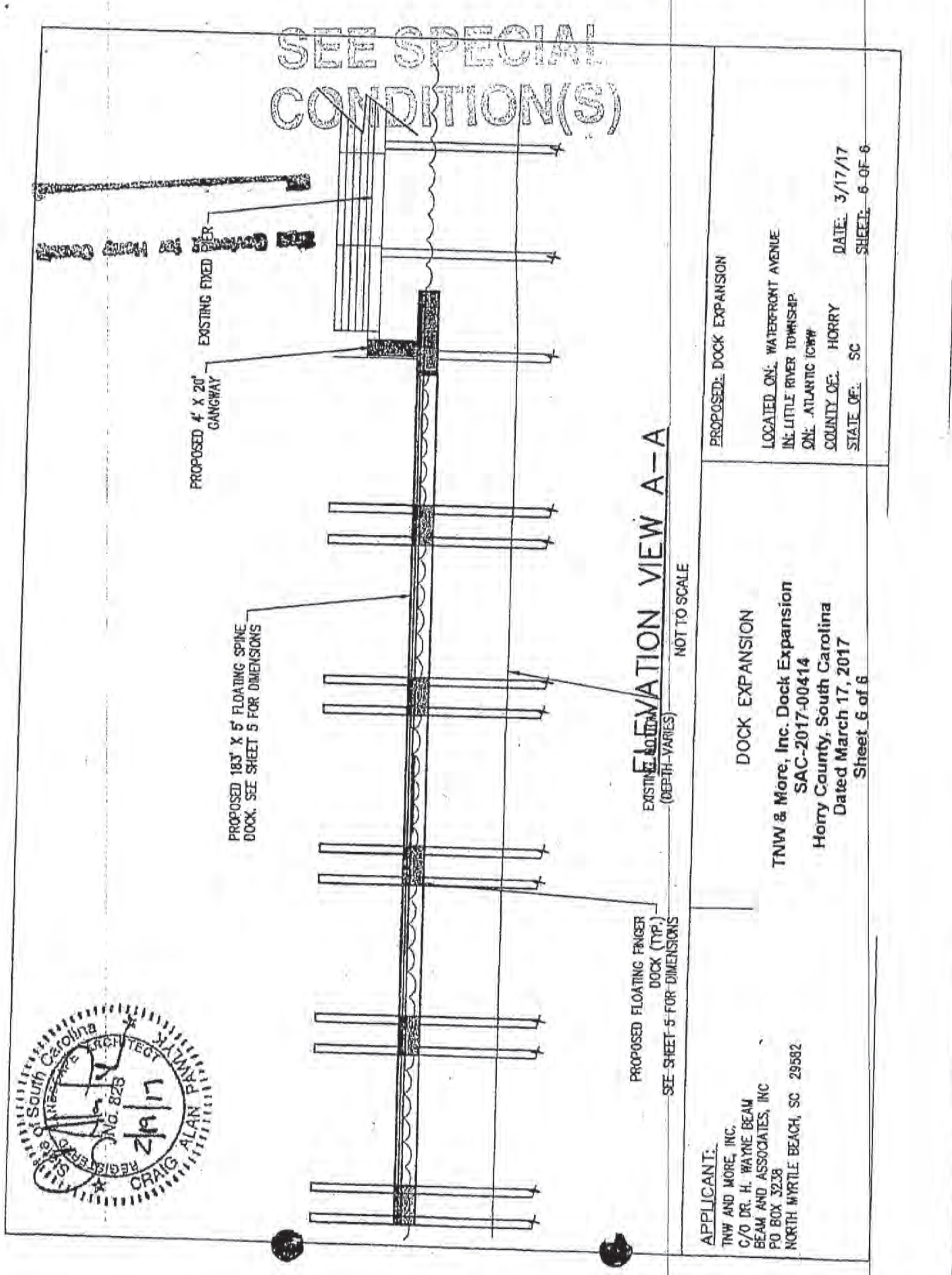
DOCK EXPANSION

TRACT 1
PORTIONS OF THE W.L. BRYAN PROPERTY
LITTLE RIVER TOWNSHIP
HORRY COUNTY, SOUTH CAROLINA

PROPOSED: DOCK EXPANSION

LOCATED ON: WATERFRONT AVENUE
IN: LITTLE RIVER TOWNSHIP
COUNTY OF: HORRY
STATE OF: SC
DATE: 3/17/17
SHEET: 5 OF 6

TNW & More, Inc. Dock Expansion
SAC-2017-00414
Horry County, South Carolina
Dated March 17, 2017
Sheet 5 of 6


SEE SPECIAL CONDITION(S)
EXISTING FIXED PIER
PROPOSED 4' X 20' GANGWAY
PROPOSED 183' X 5' FLOATING SPINE DOCK. SEE SHEET 5 FOR DIMENSIONS
ELEVATION VIEW A–A
NOT TO SCALE
EXISTING BOTTOM (DEPTH VARIES)
PROPOSED FLOATING FINGER DOCK (TYP.)
SEE SHEET 5 FOR DIMENSIONS
State of South Carolina
Registered Landscape Architect
CRAIG ALAN PAWLYK
No. 823
PROPOSED: DOCK EXPANSION
LOCATED ON: WATERFRONT AVENUE
IN: LITTLE RIVER TOWNSHIP
ON: ATLANTIC ICWW
COUNTY OF: HORRY
STATE OF: SC
DATE: 3/17/17
SHEET: 6 OF 6
APPLICANT:
TNW AND MORE, INC.
C/O DR. H. WAYNE BEAM
BEAM AND ASSOCIATES, INC
PO BOX 3238
NORTH MYRTLE BEACH, SC 29582
DOCK EXPANSION
TNW & More, Inc. Dock Expansion
SAC-2017-00414
Horry County, South Carolina
Dated March 17, 2017
Sheet 6 of 6

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South Carolina Board of Health and Environmental Control

Guide to Board Review

Pursuant to S.C. Code Ann. § 44-1-60

The decision of the South Carolina Department of Health and Environmental Control (Department) becomes the final agency decision fifteen (15) calendar days after notice of the decision has been mailed to the applicant, permittee, licensee and affected persons who have requested in writing to be notified, unless a written request for final review accompanied by a filing fee in the amount of $100 is filed with Department by the applicant, permittee, licensee or affected person.

Applicants, permittees, licensees, and affected parties are encouraged to engage in mediation or settlement discussions during the final review process.

If the Board declines in writing to schedule a final review conference, the Department's decision becomes the final agency decision and an applicant, permittee, licensee, or affected person may request a contested case hearing before the Administrative Law Court within thirty (30) calendar days after notice is mailed that the Board declined to hold a final review conference. In matters pertaining to decisions under the South Carolina Mining Act, appeals should be made to the South Carolina Mining Council.

I. Filing of Request for Final Review

1. A written Request for Final Review (RFR) and the required filing fee of one hundred dollars ($100) must be received by Clerk of the Board within fifteen (15) calendar days after notice of the staff decision has been mailed to the applicant, permittee, licensee, or affected persons. If the 15th day occurs on a weekend or State holiday, the RFR must be received by the Clerk on the next working day. RFRs will not be accepted after 5:00 p.m.
2. RFRs shall be in writing and should include, at a minimum, the following information:
   - The grounds for amending, modifying, or rescinding the staff decision;
   - a statement of any significant issues or factors the Board should consider in deciding how to handle the matter;
   - the relief requested;
   - a copy of the decision for which review is requested; and
   - mailing address, email address, if applicable, and phone number(s) at which the requestor can be contacted.
3. RFRs should be filed in person or by mail at the following address:

   South Carolina Board of Health and Environmental Control
   Attention: Clerk of the Board
   2600 Bull Street
   Columbia, South Carolina 29201

   Alternatively, RFR's may be filed with the Clerk by facsimile (803-898-3393) or by electronic mail (boardclerk@dhec.sc.gov).
4. The filing fee may be paid by cash, check or credit card and must be received by the 15th day.
5. If there is any perceived discrepancy in compliance with this RFR filing procedure, the Clerk should consult with the Chairman or, if the Chairman is unavailable, the Vice-Chairman. The Chairman or the Vice-Chairman will determine whether the RFR is timely and properly filed and direct the Clerk to (1) process the RFR for consideration by the Board or (2) return the RFR and filing fee to the requestor with a cover letter explaining why the RFR was not timely or properly filed. Processing an RFR for consideration by the Board shall not be interpreted as a waiver of any claim or defense by the agency in subsequent proceedings concerning the RFR.
6. If the RFR will be processed for Board consideration, the Clerk will send an Acknowledgement of RFR to the Requestor and the applicant, permittee, or licensee, if other than the Requestor. All personal and financial identifying information will be redacted from the RFR and accompanying documentation before the RFR is released to the Board, Department staff or the public.
7. If an RFR pertains to an emergency order, the Clerk will, upon receipt, immediately provide a copy of the RFR to all Board members. The Chairman, or in his or her absence, the Vice-Chairman shall based on the circumstances, decide whether to refer the RFR to the RFR Committee for expedited review or to decline in writing to schedule a Final Review Conference. If the Chairman or Vice-Chairman determines review by the RFR Committee is appropriate, the Clerk will forward a copy of the RFR to Department staff and Office of General Counsel. A Department response and RFR Committee review will be provided on an expedited schedule defined by the Chairman or Vice-Chairman.
8. The Clerk will email the RFR to staff and Office of General Counsel and request a Department Response within eight (8) working days. Upon receipt of the Department Response, the Clerk will forward the RFR and Department Response to all Board members for review, and all Board members will confirm receipt of the RFR to the Clerk by email. If a Board member does not confirm receipt of the RFR within a twenty-four (24) hour period, the Clerk will contact the Board member and confirm receipt. If a Board member believes the RFR should be considered by the RFR Committee, he or she will

respond to the Clerk's email within forty-eight (48) hours and will request further review. If no Board member requests further review of the RFR within the forty-eight (48) hour period, the Clerk will send a letter by certified mail to the Requestor, with copy by regular mail to the applicant, permittee, or licensee, if not the Requestor, stating the Board will not hold a Final Review Conference. Contested case guidance will be included within the letter.

NOTE: If the time periods described above end on a weekend or State holiday, the time is automatically extended to 5:00 p.m. on the next business day.

9. If the RFR is to be considered by the RFR Committee, the Clerk will notify the Presiding Member of the RFR Committee and the Chairman that further review is requested by the Board. RFR Committee meetings are open to the public and will be public noticed at least 24 hours in advance.
10. Following RFR Committee or Board consideration of the RFR, if it is determined no Conference will be held, the Clerk will send a letter by certified mail to the Requestor, with copy by regular mail to the applicant, permittee, or licensee, if not the Requestor, stating the Board will not hold a Conference. Contested case guidance will be included within the letter.

II. Final Review Conference Scheduling

1. If a Conference will be held, the Clerk will send a letter by certified mail to the Requestor, with copy by regular mail to the applicant, permittee, or licensee, if not the Requestor, informing the Requestor of the determination.
2. The Clerk will request Department staff provide the Administrative Record.
3. The Clerk will send Notice of Final Review Conference to the parties at least ten (10) days before the Conference. The Conference will be publically noticed and should:
   - include the place, date and time of the Conference;
   - state the presentation times allowed in the Conference;
   - state evidence may be presented at the Conference;
   - if the conference will be held by committee, include a copy of the Chairman's order appointing the committee; and
   - inform the Requestor of his or her right to request a transcript of the proceedings of the Conference prepared at Requestor's expense.
4. If a party requests a transcript of the proceedings of the Conference and agrees to pay all related costs in writing, including costs for the transcript, the Clerk will schedule a court reporter for the Conference.

III. Final Review Conference and Decision

1. The order of presentation in the Conference will, subject to the presiding officer's discretion, be as follows:
   - Department staff will provide an overview of the staff decision and the applicable law to include [10 minutes]:
     - Type of decision (permit, enforcement, etc.) and description of the program.
     - Parties
     - Description of facility/site
     - Applicable statutes and regulations
     - Decision and materials relied upon in the administrative record to support the staff decision.
   - Requestor(s) will state the reasons for protesting the staff decision and may provide evidence to support amending, modifying, or rescinding the staff decision. [15 minutes] *NOTE: The burden of proof is on the Requestor(s)*
   - Rebuttal by Department staff [15 minutes]
   - Rebuttal by Requestor(s) [10 minutes]

   Note: Times noted in brackets are for information only and are superseded by times stated in the Notice of Final Review Conference or by the presiding officer.
2. Parties may present evidence during the conference; however, the rules of evidence do not apply.
3. At any time during the conference, the officers conducting the Conference may request additional information and may question the Requestor, the staff, and anyone else providing information at the Conference.
4. The presiding officer, in his or her sole discretion, may allow additional time for presentations and may impose time limits on the Conference.
5. All Conferences are open to the public.
6. The officers may deliberate in closed session.
7. The officers may announce the decision at the conclusion of the Conference or it may be reserved for consideration.
8. The Clerk will mail the written final agency decision (FAD) to parties within 30 days after the Conference. The written decision must explain the basis for the decision and inform the parties of their right to request a contested case hearing before the Administrative Law Court or in matters pertaining to decisions under the South Carolina Mining Act, to request a hearing before the South Carolina Mining Council.. The FAD will be sent by certified mail, return receipt requested.
9. Communications may also be sent by electronic mail, in addition to the forms stated herein, when electronic mail addresses are provided to the Clerk.

The above information is provided as a courtesy; parties are responsible for complying with all applicable legal requirements.

TO: Horry County Permit Office

FROM: Wade Long [redacted]

TNW + More, Inc.
P.O. Box 1258
Little River, S.C. 29566

Date: 2-12-18
Re: Permits
Location: 4474 Waterfront Ave. Little River SC

I Wade Long giver Vera Patterson permission to sign any paperwork needed for permits and permission to pick up permits for TNW + more, Inc. If you have any questions please feel free to call me.

Wade Long
[redacted]

Daniel Turner
Notary Public
State of South Carolina
My Commission Expires 04/21/2025

Horry County
SOUTH CAROLINA
Committed to Excellence

ZONING

Permit NO. **COMM-10-17-77947**
Permit Type: **Commercial Permit**
Work Classification: ***Dock / Pier***
Permit Status: **Active**
Expiration: 08/12/2018

Project Address	Parcel Number	Applicant
4474 Waterfront Ave **LITTLE RIVER, SC 29566**	**31109020011** Lot: Block:	**TNW AND MORE LLC**

Zoning: CP, RC	
Front Setback: 0	# of Residential Units:
Rear Setback: 0	# of Business Units:
Left Setback: 0	# of Rooming Units:
Right Setback: 0	Min. Lot Size:
Height of Structure: 0	Total Acres: 0 SQ FT
Distance between buildings: 0	# of Stories:
Square Footage: 0	# of Off Street Parking Spaces:
Mobile Home Sticker Number:	Type of Use: DOCK
	Street Footage:

I hereby make application for a Zoning Compliance Certificate for this property to be used as shown above. All statements are true and have been verified by me.

[redacted]
SIGNATURE

02/13/2018
DATE

The use of the building(s) and/or land as shown above conforms to the requirments of the zoning ordinance of Horry County. This is subject to the following conditions, restrictions and limitations:

FLOATING DOCKS

This certificate is subject to cancellation if any misrepresentations have been made or if any changes are made which violate a zoning ordinance provisions.

This certificate is based on the above application.

2/13/2018
DATE

ZONING ADMINISTRATOR

R-1916

#67
2/21/19

Horry County
Committed to Excellence

Permit

K1000

Permit NO. **COMM-10-17-77947**
Permit Type: **Commercial Permit**
Work Classification: **Dock / Pier**
For Inspections call : 843-915-5090 office

Project Address	Parcel Number/Project
4474 Waterfront Ave LITTLE RIVER, SC 29566	CRAB CATCHERS 31109020011 Lot: Block: District: 500 Sticker#:

Owner Information	Address	Phone	Cell
TNW AND MORE LLC	Po Box 1258 LITTLE RIVER, SC 29566		

Mobile Home Owner Info	Address	Phone	Cell

Contractor(s)	Phone	Cell Phone	Contractor Type
BRUNSWICK DREDGE AND DOCK LLC	843-241-8705		Contractor

The use of the building(s) and/or land as shown above conforms to the requirments of the zoning ordinance of Horry County. This is subject to the following conditions, restrictions and limitations:

Mobile homes have 15 days from passed inspection to have their underpinning installed & inspected.

Front Setback: 0	Left Setback: 0	Zone: CP	Description of Work: FLOATING DOCKS	
Rear Setback: 0	Right Setback: 0	Flood Zone: AE		
Total Sq Ft: 0.00	Heated Sq Feet: 0	Garage Sq Ft:	Stories:	Units: 1.00
Fireplaces:	Unheated Sq Ft: 0	Carport Sq Ft:	Connection: N/A	Value: $41,500.00

INSPECTED FOR:	IVR	P	I		IVR	P	I
TEMPORARY SERVICE	205			FINAL INSPECTION	199		
FOUNDATION	110			FINAL FIRE INSPECTION	799	67 2/21/19	
POST FOUNDATION	245			CERTIFICATE OF OCCUPANCY	999	2/21/19	
EROSION & SEDIMENT CONTROL	192			SETBACKS	195		
PILASTER	105			SWIMMING POOL	165		
SLAB PLUMBING	405			WINDOW / DOOR FLASHING	145		
SLAB / POLYWIRE	135			BRICK FLASHING	140		
ROUGH PLUMBING	410			SIGN	600		
NAILING	130			MOBILE HOME	505		
TUB INSULATION	250			MOBILE HOME UNDERPINNING	510		
FRAMING	67 2/21/18			ZONING	170		
E / CERT	190			PARKING	175		
ROUGH ELECTRICAL	210			LANDSCAPING	180		
ROUGH MECHANICAL	305			BOND BEAM	115		
ROUGH FIRE INSPECTION	705			METER SERVICE	215		
INSULATION	125			CHANGE OF SERVICE	220		

Issued By: Horry County, SC

Signature: D Todd

2/13/2018
Date

07
2/21/18

HORRY COUNTY
CODE ENFORCEMENT
ROSTER CARD

OWNER TNW AND More PERMIT # 77947

TRADE	CONTRACTOR	SC STATE LICENSE	COUNTY BUSINESS LICENSE	PHONE #	INSPECTOR
PLUMBER					
ELECTRICIAN					
HEATING & AC					
SIDING					
INSULATION					
ROOFER					
FLOORING					
MASON					
DRY WALL					
CARPENTER					
WALLPAPER					
PAINTER					
MOBILE HOME SETUP					
POOL					
SIGN					
FIRE SPRINKLER					
FIRE ALARM					
LANDSCAPING					
HOME MOVER		G-118886			
PILE DRIVING					
DOCK/SEA WALL	Brunswick Docks & Dock LLC		Ref# 32964	owner# 18820	
INTERIOR RENOVATION					
FOUNDATION/SLAB					
PEST CONTROL					
INTERIOR TRIM					
HOMEBUILDER					
GENERAL CONTRACTOR					
MECHANICAL CONTRACTOR					
OTHER					

[redacted]
SIGNATURE

2/21/18
DATE

TIMOTHY D. KETNER
PRINTED NAME

[redacted]
PHONE NUMBER

THIS FORM MUST BE COMPLETED AND REMAIN WITH PERMIT CARD TO BE PICKED UP BY THE INSPECTOR AT FINAL/CO.

R-1918

FOR TAX YEAR 2016

TNW AND MORE LLC

Bryant Accounting & Tax Service Inc

112 Ye Olde Kings Hwy

North Myrtle Beach, SC 29582

(843)249-7818

Bryant Accounting & Tax Service Inc

112 Ye Olde Kings Hwy
North Myrtle Beach, SC 29582
kim@bryantaccountingtax.com
Phone: (843)249-7818 | Fax: (910)401-1351

April 17, 2018

TNW and More LLC
3522 Golf Ave
Little River, SC 29566

Subject: Preparation of 2016 Tax Returns

TNW and More LLC:

Thank you for choosing Bryant Accounting & Tax Service Inc to assist with the 2016 taxes for TNW and More LLC. This letter confirms the terms of the engagement and outlines the nature and extent of the services we will provide.

We will prepare the 2016 federal and state income tax returns for TNW and More LLC. We will depend on management to provide the information we need to prepare complete and accurate returns. We may ask management to clarify some items but will not audit or otherwise verify the data submitted.

We will perform accounting services only as needed to prepare the tax returns. Our work will not include procedures to find defalcations or other irregularities. Accordingly, our engagement should not be relied upon to disclose errors, fraud, or other illegal acts, though it may be necessary for management to clarify some of the information submitted. We will, of course, inform management of any material errors, fraud, or other illegal acts we discover.

The law imposes penalties when taxpayers underestimate their tax liability. Please call us if there are any concerns about such penalties.

Should we encounter instances of unclear tax law, or of potential conflicts in the interpretation of the law, we will outline the reasonable courses of action and the risks and consequences of each. We will ultimately adopt, on the behalf of TNW and More LLC, the alternative selected by management.

Our fee will be based on the time required at standard billing rates plus out-of-pocket expenses. Invoices are due and payable upon presentation. To the extent permitted by state law, an interest charge may be added to all accounts not paid within thirty (30) days.

We will return the original records to management at the end of this engagement. These records, along with all supporting documents, canceled checks, etc., should be securely stored, as these items may later be needed to prove accuracy and completeness of a return. We will retain copies of the records and our work papers for the engagement for seven years, after which these documents will be destroyed.

Our engagement to prepare the 2016 tax returns will conclude with the delivery of the completed returns to management (if paper-filing) or with the tax matters partner's signature and our subsequent submittal of the tax return (if e-filing). If management has not selected to e-file the returns with our office, management will be solely responsible to file the returns with the appropriate taxing authorities. The tax matters partner should review all tax-return documents carefully before signing them.

To affirm that this letter correctly summarizes the arrangements for this work, please sign the enclosed copy of this letter in the space indicated and return it to us in the envelope provided.

We appreciate your confidence in us. Please call (843)249-7818 if you have questions.

Sincerely,

Kimberly Bryant
Bryant Accounting & Tax Service Inc

Accepted By:

____
Officer

____
Date

Bryant Accounting & Tax Service Inc

112 Ye Olde Kings Hwy
North Myrtle Beach, SC 29582
kim@bryantaccountingtax.com
Phone: (843)249-7818 | Fax: (910)401-1351

April 17, 2018

TNW and More LLC
3522 Golf Ave
Little River, SC 29566

TNW and More LLC:

Enclosed is the 2016 Form 1120S, U.S. Income Tax Return for an S Corporation, prepared for TNW and More LLC from the information provided. This return will be e-filed with the IRS once we receive a signed Form 8879-S, IRS e-file Signature Authorization for Form 1120S.

The corporation's federal return reflects neither a refund nor a balance due.

Enclosed is the 2016 South Carolina income tax return, prepared for TNW and More LLC from the information provided. This return will be e-filed with the South Carolina taxing authority.

The corporation's South Carolina income tax return reflects a balance due of $25.

Make this payment on or before March 15, 2017. Check the state's website for electronic payment options available. If not paying electronically, mail your payment to the following address:

SC Department of Revenue
Corporate Taxable
Columbia, SC 29214-0033
(Payable to SC Department of Revenue)

Also enclosed are letters to the shareholders and their copies of the Schedule K-1, to be distributed to the shareholders.

Thank you for the opportunity to be of service. For further assistance with your tax needs, please contact this office at (843)249-7818.

Sincerely,

Kimberly Bryant
Bryant Accounting & Tax Service Inc

Bryant Accounting & Tax Service Inc

112 Ye Olde Kings Hwy
North Myrtle Beach, SC 29582
kim@bryantaccountingtax.com
Phone: (843)249-7818 | Fax: (910)401-1351

April 17, 2018

TNW and More LLC
3522 Golf Ave
Little River, SC 29566

Your privacy is important to us. Please read the following privacy policy.

We collect nonpublic personal information about you from various sources, including:

* Interviews regarding your tax situation

* Applications, organizers, or other documents that supply such information as your name, address, telephone number, Social Security Number, number of dependents, income, and other tax-related data

* Tax-related documents you provide that are required for processing tax returns, such as Forms W-2, 1099R, 1099-INT and 1099-DIV, and stock transactions

We do not disclose any nonpublic personal information about our clients or former clients to anyone, except as requested by our clients or as required by law.

We restrict access to personal information concerning you, except to our employees who need such information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information.

If you have any questions about our privacy policy, please contact us.

Sincerely,

Kimberly Bryant
Bryant Accounting & Tax Service Inc

Bryant Accounting & Tax Service Inc

112 Ye Olde Kings Hwy
North Myrtle Beach, SC 29582
kim@bryantaccountingtax.com
Phone: (843)249-7818 | Fax: (910)401-1351

Customer Name	Customer Information	
TNW and More LLC	Invoice #:	001328
3522 Golf Ave	Date:	April 17, 2018
Little River, SC 29566	Phone:	
	E-mail:	

Your 2016 tax return was prepared by Kimberly Bryant.

Description		Fee
Federal And Supplemental Forms		
Form 1120S	U.S. S Corp Income Tax Return Page 1	761.00
Form 1120S pg 2	U.S. S Corp Income Tax Return Page 2	
Form 1120S pg 3	U.S. S Corp Income Tax Return Page 3	
Form 1120S pg 4	U.S. S Corp Income Tax Return Page 4	
Form 1120S pg 5	U.S. S Corp Income Tax Return Page 5	
Form 4562	Depreciation and Amortization	
Form 8879-S	E-File Signature Authorization for 1120S	44.00
K-K1 Comparison	Comparison of Schedule K to K-1	
Schedule K-1	Shareholder's Share of Income	29.00
Schedule K-1	Shareholder's Share of Income	29.00
Statement 1120S	Form 1120S - Itemized Other Deduction	
Comparison	Tax Year Comparison Sheet	
EF ACK	EF ACK	
FED DEPR Schedule	Federal Depreciation Schedule	
Next Year Depr	Next Year Depreciation Schedule	
ST DEPR Schedule	State Depreciation Schedule	
South Carolina Forms		
SC 1120S PG 1	S Corporation Income Tax Return page 1	
SC 1120S PG 2	S Corporation Income Tax Return page 2	
SC 1120S PG 3	S Corporation Income Tax Return page 3	
SC 1120S PG 4	S Corporation Income Tax Return page 4	
SC 1120S PG 5	S Corporation Income Tax Return page 5	
SC 1120S PG 6	S Corporation Income Tax Return page 6	
SC 1120S PG 7	S Corporation Income Tax Return page 7	
SC SCH-K1	Shareholder's Share of Income, Credits, etc.	
SC SCH-K1	Shareholder's Share of Income, Credits, etc.	
SC 1120V	Business Payment Voucher	
SC 4562	State 4562/Gain/DepDif	
SC 4562	State 4562/Gain/DepDif	
SC INST	SC Filing Instructions	

Total Forms	**29**	**Forms Subtotal**	**863.00**
		Total Balance Due	**863.00**

Payment due upon receipt. Thank you for your business!

	Acknowledgement and General Information for Entities That File Returns Electronically	2016

Name(s) as shown on return	Employer Identification Number
TNW and More LLC	**-***5334

Entity address

3522 Golf Ave

Little River, SC 29566

Thank you for participating in IRS e-file.

1. [X] 2016 1120S income tax return for Federal was filed electronically. The electronic filing services were provided by Bryant Accounting & Tax Service Inc .

2. [X] 1120S income tax return was accepted on 03-15-2017 using a Personal Identification Number (PIN) as an electronic signature. The entity entered a PIN or authorized the Electronic Return Originator (ERO) to enter or generate a PIN signature. The submission ID assigned to this return is 5777802017074ywfwijr .

PLEASE DO NOT SEND A PAPER COPY OF ENTITY'S RETURN TO THE IRS. IF YOU DO, IT WILL DELAY THE PROCESSING OF THE RETURN.

Form **1120S**

Department of the Treasury
Internal Revenue Service

U.S. Income Tax Return for an S Corporation

▶ **Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.**

▶ **Information about Form 1120S and its separate instructions is at *www.irs.gov/form1120s.***

OMB No. 1545-0123

2016

For calendar year 2016 or tax year beginning 07-11, 2016, ending 12-31, 2016

A S election effective date: 07-11-2016	Name: TNW and More LLC	**D** Employer identification number: 81-3195334
B Business activity code number (see instructions): 812990	TYPE OR PRINT — Number, street, and room or suite no. If a P.O. box, see instructions.: 3522 Golf Ave	**E** Date incorporated: 07-11-2016
C Check if Sch. M-3 attached ☐	City or town, state or province, country, and ZIP or foreign postal code: Little River SC 29566	**F** Total assets (see instructions): $

G Is the corporation electing to be an S corporation beginning with this tax year? ☒ Yes ☐ No If "Yes," attach Form 2553 if not already filed

H Check if: **(1)** ☐ Final return **(2)** ☐ Name change **(3)** ☐ Address change **(4)** ☐ Amended return **(5)** ☐ S election termination or revocation

I Enter the number of shareholders who were shareholders during any part of the tax year . . . ▶ 2

Caution: Include **only** trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1 a	Gross receipts or sales	1a			
	b	Returns and allowances	1b			
	c	Balance. Subtract line 1b from line 1a			1c	
	2	Cost of goods sold (attach Form 1125-A)			2	
	3	Gross profit. Subtract line 2 from line 1c			3	
	4	Net gain (loss) from Form 4797, line 17 (attach Form 4797)			4	
	5	Other income (loss) (see instructions - attach statement)			5	
	6	**Total income (loss).** Add lines 3 through 5 ▶			6	
Deductions (see instructions for limitations)	7	Compensation of officers (see instructions - attach Form 1125-E)			7	
	8	Salaries and wages (less employment credits)			8	
	9	Repairs and maintenance			9	4,007
	10	Bad debts			10	
	11	Rents			11	
	12	Taxes and licenses			12	
	13	Interest			13	
	14	Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562)			14	12,000
	15	Depletion **(Do not deduct oil and gas depletion.)**			15	
	16	Advertising			16	
	17	Pension, profit-sharing, etc., plans			17	
	18	Employee benefit programs			18	
	19	Other deductions (attach statement) Statement #2			19	11,523
	20	**Total deductions.** Add lines 7 through 19 ▶			20	27,530
	21	**Ordinary business income (loss).** Subtract line 20 from line 6			21	(27,530)
Tax and Payments	22 a	Excess net passive income or LIFO recapture tax (see instructions)	22a			
	b	Tax from Schedule D (Form 1120S)	22b			
	c	Add lines 22a and 22b (see instructions for additional taxes)			22c	
	23 a	2016 estimated tax payments and 2015 overpayment credited to 2016	23a			
	b	Tax deposited with Form 7004	23b			
	c	Credit for federal tax paid on fuels (attach Form 4136)	23c			
	d	Add lines 23a through 23c			23d	
	24	Estimated tax penalty (see instructions). Check if Form 2220 is attached ▶ ☐			24	
	25	**Amount owed.** If line 23d is smaller than the total of lines 22c and 24, enter amount owed			25	
	26	**Overpayment.** If line 23d is larger than the total of lines 22c and 24, enter amount overpaid			26	
	27	Enter amount from line 26 **Credited to 2017 estimated tax** ▶	**Refunded** ▶		27	

Client Copy

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ Yes ☐ No

Signature of officer	Date	Title
TIMOTHY KETTNER		PRESIDENT

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Kimberly Bryant	Kimberly Bryant	04-17-2018		P01255233

Firm's name	▶Bryant Accounting & Tax Service Inc	Firm's EIN ▶	45-5484030
Firm's address	▶112 Ye Olde Kings Hwy North Myrtle Beach SC 29582	Phone no.	(843)249-7818

Schedule B Other Information (see instructions)

		Yes	No
1	Check accounting method: **a** [X] Cash **b** [ ] Accrual **c** [ ] Other (specify) ▶		
2	See the instructions and enter the: **a** Business activity ▶ SERVICE **b** Product or service ▶ SERVICE		
3	At any time during the tax year, was any shareholder of the corporation a disregarded entity, a trust, an estate, or a nominee or similar person? If "Yes," attach Schedule B-1, Information on Certain Shareholders of an S Corporation		
4	At the end of the tax year, did the corporation:		
a	Own directly 20% or more, or own, directly or indirectly, 50% or more of the total stock issued and outstanding of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below		X

(i) Name of Corporation	**(ii)** Employer Identification Number (if any)	**(iii)** Country of Incorporation	**(iv)** Percentage of Stock Owned	**(v)** If Percentage in (iv) is 100%, Enter the Date (if any) a Qualified Subchapter S Subsidiary Election Was Made

		Yes	No
b	Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below		X

(i) Name of Entity	**(ii)** Employer Identification Number (if any)	**(iii)** Type of Entity	**(iv)** Country of Organization	**(v)** Maximum Percentage Owned in Profit, Loss, or Capital

		Yes	No
5 a	At the end of the tax year, did the corporation have any outstanding shares of restricted stock?		
	If "Yes," complete lines (i) and (ii) below.		
	(i) Total shares of restricted stock . . . . ▶		
	(ii) Total shares of non-restricted stock . . . . ▶		
b	At the end of the tax year, did the corporation have any outstanding stock options, warrants, or similar instruments?		
	If "Yes," complete lines (i) and (ii) below.		
	(i) Total shares of stock outstanding at the end of the tax year . . . . ▶		
	(ii) Total shares of stock outstanding if all instruments were executed . . . . ▶		
6	Has this corporation filed, or is it required to file, **Form 8918,** Material Advisor Disclosure Statement, to provide information on any reportable transaction?		
7	Check this box if the corporation issued publicly offered debt instruments with original issue discount . . . . ▶ [ ] If checked, the corporation may have to file **Form 8281,** Information Return for Publicly Offered Original Issue Discount Instruments.		
8	If the corporation: **(a)** was a C corporation before it elected to be an S corporation **or** the corporation acquired an asset with a basis determined by reference to the basis of the asset (or the basis of any other property) in the hands of a C corporation **and (b)** has net unrealized built-in gain in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years (see instructions) . . . . ▶ $		
9	Enter the accumulated earnings and profits of the corporation at the end of the tax year. $		
10	Does the corporation satisfy **both** of the following conditions?		
a	The corporation's total receipts (see instructions) for the tax year were less than $250,000		
b	The corporation's total assets at the end of the tax year were less than $250,000	X	
	If "Yes," the corporation is not required to complete Schedules L and M-1.		
11	During the tax year, did the corporation have any non-shareholder debt that was canceled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?		
	If "Yes," enter the amount of principal reduction $		
12	During the tax year, was a qualified subchapter S subsidiary election terminated or revoked? If "Yes," see instructions		
13 a	Did the corporation make any payments in 2016 that would require it to file Form(s) 1099?		
b	If "Yes," did the corporation file or will it file required Forms 1099?		

Schedule K Shareholders' Pro Rata Share Items

					Total amount
Income (Loss)	1	Ordinary business income (loss) (page 1, line 21)		1	(27,530)
	2	Net rental real estate income (loss) (attach Form 8825)		2	
	3a	Other gross rental income (loss)	3a		
	b	Expenses from other rental activities (attach statement)	3b		
	c	Other net rental income (loss). Subtract line 3b from line 3a		3c	
	4	Interest income		4	
	5	Dividends: a Ordinary dividends		5a	
		b Qualified dividends	5b		
	6	Royalties		6	
	7	Net short-term capital gain (loss) (attach Schedule D (Form 1120S))		7	
	8a	Net long-term capital gain (loss) (attach Schedule D (Form 1120S))		8a	
	b	Collectibles (28%) gain (loss)	8b		
	c	Unrecaptured section 1250 gain (attach statement)	8c		
	9	Net section 1231 gain (loss) (attach Form 4797)		9	
	10	Other income (loss) (see instructions) Type ►		10	
Deductions	11	Section 179 deduction (attach Form 4562)		11	
	12a	Charitable contributions		12a	
	b	Investment interest expense		12b	
	c	Section 59(e)(2) expenditures (1) Type ► (2) Amount ►		12c(2)	
	d	Other deductions (see instructions) Type ►		12d	
Credits	13a	Low-income housing credit (section 42(j)(5))		13a	
	b	Low-income housing credit (other)		13b	
	c	Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable)		13c	
	d	Other rental real estate credits (see instructions) Type ►		13d	
	e	Other rental credits (see instructions) Type ►		13e	
	f	Biofuel producer credit (attach Form 6478)		13f	
	g	Other credits (see instructions) Type ►		13g	
Foreign Transactions	14a	Name of country or U.S. possession ►			
	b	Gross income from all sources		14b	
	c	Gross income sourced at shareholder level		14c	
		Foreign gross income sourced at corporate level			
	d	Passive category		14d	
	e	General category		14e	
	f	Other (attach statement)		14f	
		Deductions allocated and apportioned at shareholder level			
	g	Interest expense		14g	
	h	Other		14h	
		Deductions allocated and apportioned at corporate level to foreign source income			
	i	Passive category		14i	
	j	General category		14j	
	k	Other (attach statement)		14k	
		Other information			
	l	Total foreign taxes (check one): ► ☐ Paid ☐ Accrued		14l	
	m	Reduction in taxes available for credit (attach statement)		14m	
	n	Other foreign tax information (attach statement)			
Alternative Minimum Tax (AMT) Items	15a	Post-1986 depreciation adjustment		15a	
	b	Adjusted gain or loss		15b	
	c	Depletion (other than oil and gas)		15c	
	d	Oil, gas, and geothermal properties - gross income		15d	
	e	Oil, gas, and geothermal properties - deductions		15e	
	f	Other AMT items (attach statement)		15f	
Items Affecting Shareholder Basis	16a	Tax-exempt interest income		16a	
	b	Other tax-exempt income		16b	
	c	Nondeductible expenses		16c	
	d	Distributions (attach statement if required) (see instructions)		16d	
	e	Repayment of loans from shareholders		16e	

Schedule K	Shareholders' Pro Rata Share Items (continued)		Total amount
Other Information	17 a Investment income	17a	
	b Investment expenses	17b	
	c Dividend distributions paid from accumulated earnings and profits	17c	
	d Other items and amounts (attach statement)		
Reconciliation	18 **Income/loss reconciliation.** Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l	18	(27,530)

Schedule L Balance Sheets per Books	Beginning of tax year		End of tax year	
Assets	**(a)**	**(b)**	**(c)**	**(d)**
1 Cash				
2a Trade notes and accounts receivable				
b Less allowance for bad debts	( )		( )	
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities (see instructions)				
6 Other current assets (attach statement)				
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (attach statement)				
10a Buildings and other depreciable assets				
b Less accumulated depreciation	( )		( )	
11a Depletable assets				
b Less accumulated depletion	( )		( )	
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)				
b Less accumulated amortization	( )		( )	
14 Other assets (attach statement)				
15 Total assets				
Liabilities and Shareholders' Equity				
16 Accounts payable				
17 Mortgages, notes, bonds payable in less than 1 year				
18 Other current liabilities (attach statement)				
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (attach statement)				
22 Capital stock				
23 Additional paid-in capital				
24 Retained earnings				
25 Adjustments to shareholders' equity (attach statement)				
26 Less cost of treasury stock		( )		( )
27 Total liabilities and shareholders' equity				

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: The corporation may be required to file Schedule M-3 (see instructions)

1 Net income (loss) per books		5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize): a Tax-exempt interest $	
2 Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):			
3 Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize): a Depreciation $ b Travel and entertainment $		6 Deductions included on Schedule K, lines 1 through 12 and 14l, not charged against book income this year (itemize): a Depreciation $	
		7 Add lines 5 and 6	
4 Add lines 1 through 3		8 Income (loss) (Schedule K, line 18). Line 4 less line 7	

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1 Balance at beginning of tax year			
2 Ordinary income from page 1, line 21			
3 Other additions			
4 Loss from page 1, line 21	(27,530)		
5 Other reductions	( )	( )	
6 Combine lines 1 through 5	(27,530)		
7 Distributions other than dividend distributions			
8 Balance at end of tax year. Subtract line 7 from line 6	(27,530)		

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0123

Schedule K-1 (Form 1120S) 2016

Department of the Treasury
Internal Revenue Service

For calendar year 2016, or tax year beginning 07-11, 2016 ending 12-31, 20 16

Shareholder's Share of Income, Deductions, Credits, etc.

► See page 2 of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
81-3195334

B Corporation's name, address, city, state, and ZIP code
TNW and More LLC
3522 Golf Ave
Little River SC 29566

C IRS Center where corporation filed return
CINCINNATI

Part II Information About the Shareholder

D Shareholder's identifying number
[redacted]

E Shareholder's name, address, city, state, and ZIP code
TIMOTHY KETTNER
3522 GOLF AVE
Little River SC 29566

F Shareholder's percentage of stock ownership for tax year .... 50.00000 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	(13,765)
2	Net rental real estate income (loss)	
3	Other net rental income (loss)	
4	Interest income	
5a	Ordinary dividends	
5b	Qualified dividends	
6	Royalties	
7	Net short-term capital gain (loss)	
8a	Net long-term capital gain (loss)	
8b	Collectibles (28%) gain (loss)	
8c	Unrecaptured section 1250 gain	
9	Net section 1231 gain (loss)	
10	Other income (loss)	
11	Section 179 deduction	
12	Other deductions	
13	Credits	
14	Foreign transactions	
15	Alternative minimum tax (AMT) items	
16	Items affecting shareholder basis	
17	Other information	

* See attached statement for additional information.

671113

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0123

Schedule K-1 (Form 1120S) **2016**

Department of the Treasury
Internal Revenue Service

For calendar year 2016, or tax year beginning 07-11, 2016
ending 12-31, 20 16

Shareholder's Share of Income, Deductions, Credits, etc.

► See page 2 of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
81-3195334

B Corporation's name, address, city, state, and ZIP code
TNW and More LLC
3522 Golf Ave
Little River SC 29566

C IRS Center where corporation filed return
CINCINNATI

Part II Information About the Shareholder

D Shareholder's identifying number
[redacted]

E Shareholder's name, address, city, state, and ZIP code
THOMAS WADE LONG
PO BOX 1167
Little River SC 29566

F Shareholder's percentage of stock ownership for tax year .... 50.00000 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) (13,765)	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15	Alternative minimum tax (AMT) items
11	Section 179 deduction	16	Items affecting shareholder basis
12	Other deductions		
		17	Other information

* See attached statement for additional information.

Form **4562**

Department of the Treasury
Internal Revenue Service (99)

Depreciation and Amortization

(Including Information on Listed Property)

► **Attach to your tax return.**

► **Information about Form 4562 and its separate instructions is at *www.irs.gov/form4562*.**

OMB No. 1545-0172

2016

Attachment Sequence No. **179**

Name(s) shown on return	Business or activity to which this form relates	Identifying number
TNW and More LLC	FORM 1120S	81-3195334

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2015 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2017. Add lines 9 and 10, less line 12 ►	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Don't include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2016	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ► ☐		

Section B - Assets Placed in Service During 2016 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental			27.5 yrs.	MM	S/L	
	property			27.5 yrs.	MM	S/L	
i	Nonresidential real			39 yrs.	MM	S/L	
	property				MM	S/L	

Section C - Assets Placed in Service During 2016 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	12,000
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	12,000
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions. Form **4562** (2016)

EEA

Part V Listed Property (Include automobiles, certain other vehicles, certain aircraft, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete **only** 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A - Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed? ☐ Yes ☐ No **24b** If "Yes," is the evidence written? ☐ Yes ☐ No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions) **25**							6,000	
26 Property used more than 50% in a qualified business use:								
2 ICE CREAM MA	07 16 2016	100.0 %	12,000	6,000	5	200 DB-HY	6,000	
		%						
		%						
27 Property used 50% or less in a qualified business use:								
		%				S/L-		
		%				S/L-		
		%				S/L-		
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1 . . . . **28**							12,000	
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1 . . . . **29**								

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
30 Total business/investment miles driven during the year (**don't** include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who **aren't** more than 5% owners or related persons (see instructions).

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.)		

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," don't complete Section B for the covered vehicles.

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2016 tax year (see instructions):					
43 Amortization of costs that began before your 2016 tax year **43**					
44 **Total.** Add amounts in column (f). See the instructions for where to report **44**					

Form **8879-S**

Department of the Treasury
Internal Revenue Service

IRS *e-file* Signature Authorization for Form 1120S

▶ **Don't send to the IRS. Keep for your records.**

▶ **Information about Form 8879-S and its instructions is at *www.irs.gov/form8879s.***

OMB No. 1545-0123

2016

For calendar year 2016, or tax year beginning 07-11 , 2016, and ending 12-31 , 20 16 .

Name of corporation: TNW and More LLC

Employer identification number: 81-3195334

Part I Tax Return Information (Whole dollars only)

1	Gross receipts or sales less returns and allowances (Form 1120S, line 1c)	1	
2	Gross profit (Form 1120S, line 3)	2	
3	Ordinary business income (loss) (Form 1120S, line 21)	3	(27,530)
4	Net rental real estate income (loss) (Form 1120S, Schedule K, line 2)	4	
5	Income (loss) reconciliation (Form 1120S, Schedule K, line 18)	5	(27,530)

Part II Declaration and Signature Authorization of Officer (Be sure to get a copy of the corporation's return)

Under penalties of perjury, I declare that I am an officer of the above corporation and that I have examined a copy of the corporation's 2016 electronic income tax return and accompanying schedules and statements and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of the corporation's electronic income tax return. I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the corporation's return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the corporation's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at **1-888-353-4537** no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the corporation's electronic income tax return and, if applicable, the corporation's consent to electronic funds withdrawal.

Officer's PIN: check one box only

☐ I authorize ______________________ to enter my PIN ____________ as my signature
ERO firm name **don't enter all zeros**
on the corporation's 2016 electronically filed income tax return.

☒ As an officer of the corporation, I will enter my PIN as my signature on the corporation's 2016 electronically filed income tax return.
29582

Officer's signature ▶ ______________ Date ▶ 03-13-2017 Title ▶ PRESIDENT

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. 577780 29582
don't enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2016 electronically filed income tax return for the corporation indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 3112,** IRS *e-file* Application and Participation, and **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature ▶ Kimberly Bryant Date ▶ 04-17-2018

ERO Must Retain This Form - See Instructions
Don't Submit This Form to the IRS Unless Requested To Do So

Federal Supporting Statements	2016 PG01
Name(s) as shown on return: TNW and More LLC	FEIN: 81-3195334

Form 1120S - Line 19 - Other Deductions   Statement #2

Description	Amount
Automobile and Truck Expense	11,023
Legal and Professional	500
Total	**11,523**

SCINST **Filing Instructions** **2016**

Name(s) as shown on return	SSN or EIN
TNW and More LLC	81-3195334

Date to file by: 03-15-2017

Form to be filed: SC1120S

Payment: $25.00

Address to file: SC Department of Revenue
Corporate Taxable
Columbia, SC 29214-0033

Transaction Method: If required, corporations must pay by electronic funds transfer (EFT). Otherwise, mail a check or money order payable to "SC Department of Revenue" to the address listed. Indicate SC Corporate Income Tax File Number on the check. If paper filing, mail the payment in the same envelope as the tax return.

Other Instructions: If you are not e-filing this return: you must MAIL the return to the SC DOR.

1024

STATE OF SOUTH CAROLINA
'S' CORPORATION INCOME TAX RETURN
Return is due on or before the 15th day of the 3rd month following the close of the taxable year.

SC 1120S
(Rev.6/27/16)
3095

SC FILE # - 10701982-3

INCOME TAX PERIOD ENDING 12-31-2016
LICENSE FEE PERIOD ENDING 12-31-2017
FEIN 81-3195334
NAME TNW and More LLC
MAILING ADDRESS 3522 Golf Ave
CITY Little River STATE SC ZIP CODE 29566

Change of ► ☐ Address ☐ Accounting Period
☐ Officers

Attach complete copy of Federal Return
☐ **Check here if you filed a federal or state extension**

Check if ☒ **Initial Return** ☐ **Amended Return**
► ☐ **Includes QSSS(s) and/or Disregarded LLC(s)(See Schedule L)**

County or Counties in SC Where Property is Located:

If Filing a **Final** Return, **see** General Instructions, page 6. **You MUST close your account with the SECRETARY OF STATE and complete I-349.**
► ☐ Merged ► ☐ Reorganized ► ☐ Final

City	**Audit Location**	State
Little River		SC

Total Gross Receipts	Total cost of depreciable personal property in SC	**Audit Contact**	Telephone Number
►	► 12,000	TIMOTHY KETTNER	843-249-7818

Does the Corporation have any Shareholders who are nonresidents of South Carolina? ☐ Yes ☒ No

PART I COMPUTATION OF INCOME TAX LIABILITY

1.	**Total of line 1 through 10, Schedule K of Federal Form 1120S**	► 1.	(27,530) 00
2.	Net Adjustment from line 15, Schedule A and B	2.	9,600 00
3.	Total Net Income as Reconciled (line 1 plus or minus line 2)	► 3.	(17,930) 00
4.	If Multi-state Corporation, enter amount from line 6, Schedule G; otherwise, enter amount from line 3	► 4.	(17,930) 00
5.	LESS: Income on line 4 taxed to shareholders of S Corporation	5.	< 17,930 00 >
6.	South Carolina Net Income subject to tax (line 4 less line 5)	► 6.	0 00
7.	TAX: Multiply amount on line 6 by .05 (5.0%)	7.	0 00

8. **Payments:** (a) Tax Withheld (Attach 1099s, I-290s, and/or W-2s; see instructions) ► 0 00
(b) Paid by Declaration ► 00 (c) Paid with Extension ► 00
(d) Credit from Line 23b ► 00
Refundable Credits: (e) Ammonia Additive ► 00
(f) Milk Credit ► 00

9.	Total Payments and Refundable Credits:(add lines 8a through 8f)	9.	0 00
10.	Balance of Tax Due (line 7 less line 9)	►10.	0 00

11. (a) Interest Due ► 0 00 (b) Late File/Pay Penalty Due ► 0 00
(c) Declaration Penalty Due (Attach SC2220) ► 0 00
(See penalty and interest instructions.) Enter Total ►11. 0 00
12. **TOTAL INCOME TAX,** Interest and Penalty Due (add lines 10 and 11) **BALANCE DUE** 12. 0 00
13. **OVERPAYMENT** (line 9 less line 7) . . . 00 To be applied as follows:
(a) Estimated Tax ► 00 **(b) License Fee** ► 00 **(c) REFUNDED** ► 00
(b) Transferred to SC1120S-WH . . ► 00

PART II COMPUTATION OF LICENSE FEE AND SCHEDULES A AND B PAGE 2

30951040

R-1939 DEF-000108

81-3195334

SC1120S Page 2

PART II COMPUTATION OF LICENSE FEE

14. Total Capital And Paid in Surplus (Multi-State Corporations See Schedule E)	14.	0 00
15. FEE DUE - Line 14 x .001, plus $15.00 **(Fee cannot be less than $25.00)**	15.	25 00
16. LESS: Credits taken this year against license fee from SC1120TC, Part II, Column C (attach SC1120-TC)	16.	< 00 >
17. Balance (line 15 less line 16)	17.	25 00
18. Payments: (a) Paid with Extension ► 00		
(b) Credit from line 13b ► 00		
19. Total Payments (add line 18a and 18b)	19.	0 00
20. Balance of Fee Due (line 17 less line 19)	20.	25 00
21. (a) Interest Due ► 00 (b) Late File/Penalty Due ► 00 (See penalty and interest instructions.) Enter Total	21.	00
22. **TOTAL LICENSE FEE,** Interest and Penalty Due (add lines 20 and 21) **BALANCE DUE**	22.	25 00
23. **OVERPAYMENT** (line 19 less line 17) 00 To be applied as follows: **(a) Estimated Tax** ► 00 **(b) Income Tax** ► 00 **(c) REFUNDED** ►		00
24. **GRAND TOTAL: INCOME TAX and LICENSE FEE DUE (add lines 12 and 22)** EFT ☐	24.	25 00

SCHEDULE A AND B ADDITIONS TO FEDERAL TAXABLE INCOME

1. Taxes on or Measured By Income	1.	0		
2. Excess net passive income subject to federal tax	2.	0		
3. Taxable portion of certain built-in gains subject to federal tax	3.			
4.	4.			
5.	5.			
6. Other Additions (attach schedule) FD/ST Depr Diff	6.	9,600		
7. Total Additions (add lines 1 through 6)			7.	9,600

DEDUCTIONS FROM FEDERAL TAXABLE INCOME

8.	8.			
9.	9.			
10.	10.			
11.	11.			
12.	12.			
13. Other Deductions (attach schedule)	13.			
14. Total Deductions (add lines 8 through 13)			14.	0
15. Net Adjustment (line 7 less line 14) Also enter on line 2, Part 1, SC1120S			15.	9,600

SCHEDULE C RESERVED

Please Sign Here

I, the undersigned, a principal officer of the corporation for which this return is made declare that this return, including accompanying Annual Report, statements and schedules, has been examined by me and is to the best of my knowledge and belief, a true and complete return.

Signature of officer	PRESIDENT Officer's title	Email
TIMOTHY KETTNER Officer's printed name	03-13-2017 Date	843-455-2960 Telephone Number

I **authorize** the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer. Yes ☒ No ☐ Preparer's Printed Name Kimberly Bryant

Paid Preparer's Use Only

Preparer's signature	Date 04-17-2018	Check if self-employed ☐	Preparer's Telephone Number 843-249-7818
Firm's name (or yours if self-employed) and address	Bryant Accounting & Tax Servic	PTIN or FEIN	45-5484030
	112 Ye Olde Kings Hwy North My	ZIP Code	29582

If this is a corporation's final return, signing here authorizes the Department of Revenue to disclose that information with the Secretary of State. You must close with the Secretary of State as well as the Department of Revenue and complete I-349.

Taxpayer's Signature Date

30952048

SCHEDULE D ANNUAL REPORT TO BE COMPLETED BY ALL CORPORATIONS

1. Name TNW and More LLC
2. Incorporated under the laws of the State of SC
3. Location of the Registered Office of the Corporation in the State of South Carolina is 3522 GOLF AVE
   In the City of LITTLE RIVER Registered Agent at such address is TIMOTHY KETTNER
4. Location of principal office (street address) 3522 GOLF AVE Little River, SC 29566
   Nature of principal business in SC SERVICE
5. The total number of **authorized shares** of capital stock, itemized by class and series, if any, within each class is as follows:
   NUMBER OF SHARES: ______ CLASS: ______ SERIES: ______
6. The total number of **issued and outstanding shares** of capital stock itemized by class and series, if any, within each class is as follows:
   NUMBER OF SHARES: ______ CLASS: ______ SERIES: ______
7. The names and business addresses of the directors (or individuals functioning as directors) and principal officers in the Corporation are:
   (If additional space is necessary, attach separate schedule).

NAME	TITLE	BUSINESS ADDRESS
TIMOTHY KETTNER	President	3522 GOLF AVE Little Rive, SC 29566
TIMOTHY WADE LON	Vice Pres	PO BOX 1167 Little Rive, SC 29566

8. Date Incorporated 07-11-2016 Date commenced business in the State of South Carolina was 07-11-2016
9. Date of this report 04-17-2018 FEIN 81-3195334
10. If Foreign Corporation, the date qualified to do business in the State of South Carolina is ______
11. Was the name of the Corporation changed during the year? NO Give old name ______
12. The Corporation's books are in the care of % TNW and More LLC
    Located at (street address) 3522 Golf Ave Little River, SC 29566
13. The total amount of stated capital per balance sheet is:
    A. Total paid in Capital Stock (cannot be a negative amount) . . $ ______
    B. Total paid in Capital Surplus (cannot be a negative amount) . $ ______
    C. Total amount of stated Capital (cannot be a negative amount) $ ______

ATTACH COMPLETE COPY OF FEDERAL RETURN

Payment Only: Submit payment electronically for free at MyDORWAY.dor.sc.gov.

MAIL RETURN TO THE PROPER ADDRESS

BALANCE DUE:	REFUNDS OR ZERO TAX:
SCDOR	SCDOR
CORPORATE TAXABLE	CORPORATE REFUND
COLUMBIA, SC 29214-0033	COLUMBIA, SC 29214-0032

81-3195334

ONLY MULTI-STATE CORPORATIONS MUST COMPLETE SCHEDULES E, F, G, AND H

SCHEDULE E COMPUTATION OF LICENSE FEE OF MULTI-STATE CORPORATIONS

1. Total Capital and Paid-in-Surplus at end of Year . . . . $ 0
2. SC PROPORTION: (line 1 X ratio from Schedule H-1, H-2 or H-3, as appropriate). Also enter on line 14, Part II . . $ 0

SCHEDULE F INCOME SUBJECT TO DIRECT ALLOCATION

(A) Allocated Income	(B) Gross Amounts	(C) Related Expenses	(D) Net Amounts (Column B minus Column (C)	(E) Net Amounts Allocated Directly to SC

1. Total Allocated Income (Enter the total of Column D here)
2. Total Income Allocated to SC (Enter the total of Column E)

Attach an explanation of each type of income listed above that is not allocated to South Carolina.

SCHEDULE G COMPUTATION OF TAXABLE INCOME OF MULTI-STATE CORPORATIONS

1. Total net income as reconciled. Enter amount from line 3, Page 1 . . . . 1.
2. Less: Income subject to direct allocation to SC and other states from Schedule F, line 1 . . . . 2.
3. Total net income subject to apportionment (line 1 less line 2) . . . . 3.
4. Multiply amount on line 3 by appropriate ratio from Schedule H-1, H-2, or H-3 and enter result here . . . . 4.
5. Add: Income subject to direct allocation to SC from Schedule F, line 2 . . . . 5.
6. Total SC Net Income (sum of lines 4 and 5 above) also enter on line 4, Part 1 of Page 1 . . . . 6.

SCHEDULE H - 1 COMPUTATION OF SALES RATIO

	Amount	Ratio
1. Total Sales Within South Carolina (see instructions)		
2. Total Sales Everywhere (see instructions)		
3. Sales Ratio (line 1 ÷ line 2)		%

Note: If there are no sales anywhere: Enter 100% on Line 3, if South Carolina is the principal place of business OR
Enter 0% on Line 3 if principal place of business is outside South Carolina.

SCHEDULE H - 2 COMPUTATION OF GROSS RECEIPTS RATIO

	Amount	Ratio
1. South Carolina Gross Receipts		
2. Amounts Allocated to South Carolina on Schedule F	< >	
3. South Carolina Adjusted Gross Receipts (line 1 - line 2)		
4. Total Gross Receipts		
5. Total Amounts Allocated on Schedule F	< >	
6. Total Adjusted Gross Receipts (line 4 - line 5)		
7. Gross Receipts Ratio (line 3 ÷ line 6)		%

SCHEDULE H-3 COMPUTATION OF RATIO FOR SECTION 12-6-2310 COMPANIES

	Amount	Ratio
1. Total Within South Carolina (see instructions)		
2. Total Everywhere		
3. Taxable Ratio (line 1 ÷ line 2)		%

81-3195334

SCHEDULE SC-K WORKSHEET

*** Enter amounts from corresponding lines on your federal Schedule K in Column B.**

	(A) Description	(B) * Amounts From Federal Schedule K	(C) Plus or Minus South Carolina Adjustments	(D) Federal Schedule K Amounts After SC Adjustments	(E) Col. (D) Amounts Not Apportioned or Allocated to SC	(F) Col. (D) Amounts Apportioned or Allocated to SC
1	Ordinary business income (loss)	(27,530)	9,600	(17,930)		(17,930)
2	Net rental real estate income (loss)					
3	Other net rental income (loss)					
4	Interest income					
5	Dividends					
6	Royalties					
7	Net short-term capital gain (loss)					
8	Net long-term capital gain (loss)					
9	Net section 1231 gain (loss)					
10	Other income (loss)					
11	Section 179 deduction					
12a	Contributions					
12b	Investment interest expense					
12c	Section 59(e)(2) expenditures					
12d	Other deductions					

Non-Refundable Tax Credits: Enter Total Credits from SC1120-TC . . . . ____________

SC1120-TC must be attached to return.

ATTACH COMPLETE COPY OF FEDERAL RETURN

Payment Only: Submit payment electronically for free at MyDORWAY.dor.sc.gov.

30955041

SCHEDULE L **QSSSs AND DISREGARDED LLCs INCLUDED IN RETURN**

A. List each **Qualified Subchapter S Subsidiary (QSSS)** doing business in South Carolina or registered with the Secretary of State.

Name	FEIN	SC File No. (if applicable)

B. List each disregarded **Limited Liability Company (LLC)** doing business in South Carolina or registered with the Secretary of State.

Name	FEIN	SC File No. (if applicable)

SCHEDULE N **PROPERTY INFORMATION**

Property Within South Carolina

	(a) Beginning Period	(b) Ending Period
1. Land		
2. Buildings	0	12,000
3. Machinery and Equipment		
4. Construction in Progress		
5. Other Property*		
TOTAL	0	12,000

*Please provide an explanation or listing of property from line 5 above.

Description of Property	(a) Beginning Period	(b) Ending period
TOTAL		

1024

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
Corporate Income Tax Payment Voucher

SC1120-V
(Rev.8/3/16)
3416

INSTRUCTIONS FOR FORM SC1120-V

PAY ELECTRONICALLY FOR FREE AT MyDORWAY.dor.sc.gov
(e-Pay is no longer available)

Payment must be submitted by Credit Card or by ACH Debit

If making payment utilizing form SC1120V, Corporate Income Tax Payment Voucher, include with remittance.

a. Federal Employer Identification Number (FEIN).

b. Income Tax and License Fee Period Ending in the MM/YY format.

c. Corporate name and address.

Mail SC1120-V with payment of taxes due to the following address:

SC Department of Revenue
Corporate Income Tax Payment
Columbia, SC 29214-0007

Payment is due on the due date of the return.

detach here

1024

SC DEPARTMENT OF REVENUE
Corporate Income Tax Payment Voucher

SC1120V
(Rev.8/3/16)
3416

SC CORPORATE FILE #	INCOME ACCT PERIOD ENDING (MM/YY)		
10701982 3	12-16	1. Income Tax Due	0.00
81-3195334	12-17	2. License Fee Due	25.00
FEIN	LICENSE FEE PERIOD ENDING (MM/YY)		
		3. Balance Remitted	25.00

Corporate Name and Address
TNW and More LLC

3522 Golf Ave
Little River SC 29566

34161026 107019823 813195334 1216 00000000000 00000002500 8

R-1946

DEF-000115

1024

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

SHAREHOLDER'S SHARE OF SOUTH CAROLINA INCOME, DEDUCTIONS, CREDITS, ETC.

SC1120S K-1
(Rev. 8/11/10)
3517

For calendar year or tax year beginning 07-11-2016 and ending 12-31-2016

Shareholder's identifying number ▶ [redacted]

S Corporation's FEIN ▶ 81-3195334

Shareholder's name, address and ZIP code
TIMOTHY KETTNER
3522 GOLF AVE
Little River, SC 29566

S Corporation's name, address and ZIP code
TNW and More LLC
3522 Golf Ave
Little River, SC 29566

Shareholder's percentage of stock ownership for tax year ▶ 50.0000 %

Check if applicable: (1) ☐ Final K-1 (2) ☐ Amended K-1 (3) ☐ Nonresident

	Shareholder's Pro Rata Share of Current Year Income, Deductions, Credits, etc.	(A) Federal K-1 Amounts	(B) Plus or Minus SC Adjustments	(C) Amounts Not Allocated or Apportioned to SC	(D) Amounts Allocated or Apportioned to SC
Income (Loss)	1 Ordinary business income (loss)	1 (13,765)	1 4,800	1	1 (8,965)
	2 Net rental real estate income (loss)	2	2	2	2
	3 Other net rental income (loss)	3	3	3	3
	4 Interest income	4	4	4	4
	5 Dividends	5	5	5	5
	6 Royalties	6	6	6	6
	7 Net short-term capital gain (loss)	7	7	7	7
	8 Net long-term capital gain (loss)	8	8	8	8
	9 Net Section 1231 gain (loss)	9	9	9	9
	10 Other income (loss)	10	10	10	10
Deductions	11 Section 179 deduction	11	11	11	11
	12 Other deductions	12	12	12	12

13	Withholding tax for nonresident shareholder	13
	List applicable South Carolina tax credits. (Attach an additional sheet if needed.)	
Credits 14		14
15		15
16		16
17		17
18	Total South Carolina tax credits	18

35171016

1024

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

SHAREHOLDER'S SHARE OF SOUTH CAROLINA INCOME, DEDUCTIONS, CREDITS, ETC.

SC1120S K-1
(Rev. 8/11/10)
3517

For calendar year or tax year beginning 07-11-2016 and ending 12-31-2016

Shareholder's identifying number ▸ [redacted]

S Corporation's FEIN ▸ 81-3195334

Shareholder's name, address and ZIP code
THOMAS WADE LONG
PO BOX 1167
Little River, SC 29566

S Corporation's name, address and ZIP code
TNW and More LLC
3522 Golf Ave
Little River, SC 29566

Shareholder's percentage of stock ownership for tax year ▸ 50.0000 %

Check if applicable: (1) ☐ Final K-1 (2) ☐ Amended K-1 (3) ☐ Nonresident

	Shareholder's Pro Rata Share of Current Year Income, Deductions, Credits, etc.	(A) Federal K-1 Amounts	(B) Plus or Minus SC Adjustments	(C) Amounts Not Allocated or Apportioned to SC	(D) Amounts Allocated or Apportioned to SC
Income (Loss)	1 Ordinary business income (loss)	1 (13,765)	1 4,800	1	1 (8,965)
	2 Net rental real estate income (loss)	2	2	2	2
	3 Other net rental income (loss)	3	3	3	3
	4 Interest income	4	4	4	4
	5 Dividends	5	5	5	5
	6 Royalties	6	6	6	6
	7 Net short-term capital gain (loss)	7	7	7	7
	8 Net long-term capital gain (loss)	8	8	8	8
	9 Net Section 1231 gain (loss)	9	9	9	9
	10 Other income (loss)	10	10	10	10
Deductions	11 Section 179 deduction	11	11	11	11
	12 Other deductions	12	12	12	12

13	Withholding tax for nonresident shareholder	13
	List applicable South Carolina tax credits. (Attach an additional sheet if needed.)	
Credits 14		14
15		15
16		16
17		17
18	Total South Carolina tax credits	18

35171016

SCDEPDIF	**State Income Adjustment** **due to differences in depreciation between the Federal and State** (Keep for your records)	**2016**

Name(s) as shown on return: TNW and More LLC

Identification number: 81-3195334

Taxpayer/Business

	Federal	State Portion	Difference
Bonus Depreciation	6,000	0	6,000
Section 179 Expense	0	0	0
Regular Depreciation not associated with Section 179	6,000	2,400	3,600
Regular Depreciation on Section 179 Difference	0	0	0
Total:	12,000	2,400	9,600

Spouse

	Federal	State Portion	Difference
Bonus Depreciation	0	0	0
Section 179 Expense	0	0	0
Regular Depreciation not associated with Section 179	0	0	0
Regular Depreciation on Section 179 Difference	0	0	0
Total:	0	0	0

Combined Totals

	Federal	State Portion	Difference
Bonus Depreciation	6,000	0	6,000
Section 179 Expense	0	0	0
Regular Depreciation not associated with Section 179	6,000	2,400	3,600
Regular Depreciation on Section 179 Difference	0	0	0
Total:	12,000	2,400	9,600

Form **4562**

South Carolina

Depreciation and Amortization

(Including Information on Listed Property)

Note: SC does not allow any additional depreciation benefits provided by I.R.C. Section 168(k) and 1400L.

► **Attach to your return.**

► **Information about Form 4562 and its separate instructions is at *www.irs.gov/form4562*.**

2016

Name(s) shown on return	Business or activity to which this form relates	Identification number
TNW and More LLC	FORM 1120S	81-3195334

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	500,000
2	Total cost of section 179 property placed in service (see instructions)	2	12,000
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,010,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	0
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	500,000

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	

8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2015 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2017. Add lines 9 and 10, less line 12 ►	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Don't include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2016	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ► ☐		

Section B - Assets Placed in Service During 2016 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental			27.5 yrs.	MM	S/L	
property			27.5 yrs.	MM	S/L	
i Nonresidential real			39 yrs.	MM	S/L	
property				MM	S/L	

Section C - Assets Placed in Service During 2016 Tax Year Using the Alternative Depreciation System

(a) Classification of property	(b)	(c)	(d)	(e)	(f)	(g)
20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	2,400
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	2,400
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions. Form **4562** (2016)

Part V **Listed Property** (Include automobiles, certain other vehicles, certain aircraft, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete **only** 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A - Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.**)**

24a Do you have evidence to support the business/investment use claimed? ☐ Yes ☐ No **24b** If "Yes," is the evidence written? ☐ Yes ☐ No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions)						25		
26 Property used more than 50% in a qualified business use:								
2 ICE CREA	20160716	100 %	12,000	12,000	5	200DBHY	2,400	
		%						
		%						
27 Property used 50% or less in a qualified business use:								
		%				S/L-		
		%				S/L-		
		%				S/L-		
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1						28	2,400	
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1							29	

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
30 Total business/investment miles driven during the year (**don't** include commuting miles) .												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
	Yes	**No**	**Yes**	**No**	**Yes**	**No**	**Yes**	**No**	**Yes**	**No**	**Yes**	**No**
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who **aren't** more than 5% owners or related persons (see instructions).

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.)		

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," don't complete Section B for the covered vehicles.

Part VI **Amortization**

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2016 tax year (see instructions):					
43 Amortization of costs that began before your 2016 tax year				43	
44 **Total.** Add amounts in column (f). See the instructions for where to report				44	

SCEF_ACK	Acknowledgement and General Information for Taxpayers Who File Returns Electronically	2016
Name(s) as shown on return TNW and More LLC		Identification Number **-***5334

Address

3522 Golf Ave
Little River, SC 29566

Thank you for participating in IRS e-file.

1. X Your 2016 state income tax return for SC1120S was filed electronically.
   The electronic filing services were provided by Bryant Accounting & Tax Service Inc

2. X Your return was accepted on 05-25-2017 using a Personal Identification Number (PIN) as your electronic signature. You entered a PIN or authorized the Electronic Return Originator (ERO) to enter or generate a PIN for you.
   The submission ID assigned to this return is 5777802017145pfswxt4.

PLEASE DO NOT SEND A PAPER COPY OF THE TAX RETURN TO THE STATE. IF YOU DO, IT WILL DELAY THE PROCESSING OF THE RETURN.

Form 1120S	K-K1 Comparison Worksheet (Keep for your records)	2016

S CORPORATION NAME

TNW and More LLC

EIN

81-3195334

	Description	Schedule K	K-1 Totals	Difference
1	Ordinary business income (loss)	(27,530)	(27,530)	

* Item was disposed of during current year.

Depreciation Detail Listing

FORM 1120S

For your records only

Name(s) as shown on return: TNW and More LLC

Social security number/EIN: 81-3195334

No.	Description	Date	Cost	Salvage	Business percentage	Section 179	Depreciation Basis	Life	Method	Rate	Current depr.	Accumulated Depreciation	Prior expense	Bonus depreciation	AMT Current
1	2 ICE CREAM MACHINES	07162016	12,000		100.00		6,000	5	200 DB HY	20	6,000	12,000		CY 6,000	6,000
	Totals		12,000				6,000				6,000	12,000		CY 6,000	6,000

Land Amount

Net Depreciable Cost 12,000

ST ADJ: 9,600

Depreciation Detail Listing

2016

STATE FORM 1120S

PAGE 1

For your records only

Name(s) as shown on return: TNW and More LLC

Social security number/EIN: 81-3195334

No.	Description	Date	Cost	Salvage	Business percentage	Section 179	Depreciation Basis	Life	Method	Rate	Current depr.	Accumulated Depreciation	Prior expense	Bonus depreciation	AMT Current
1	2 ICE CREAM MACHINES	07162016	12,000		100.00		12,000	5	200 DB HY	20	2,400	2,400			
	Totals		12,000				12,000				2,400	2,400			

Land Amount

Net Depreciable Cost 12,000

ST ADJ:

1120S TAX RETURN COMPARISON
2014 / 2015 / 2016

2016

Name(s) as shown on return: TNW and More LLC

Identifying number: 81-3195334

Income	2014 FEDERAL	2015 FEDERAL	2016 FEDERAL	DIFFERENCE BETWEEN 2015 & 2016
Net receipts				
Cost of goods sold				
Gross profit				
Net gain/loss from 4797				
Other income				
Total income				
Deductions				
Compensation of officers				
Salaries and wages				
Repairs and maintenance			4,007	4,007
Bad debts				
Rents				
Taxes and licenses				
Interest				
Net depreciation			12,000	12,000
Depletion				
Advertising				
Pension, profit-sharing				
Employee benefits				
Other deductions			11,523	11,523
Total deductions			27,530	27,530
Ordinary business income(loss)			(27,530)	(27,530)
Tax				
Total tax				
Payments				
Estimated taxes paid				
Total payments line 23d				
Results				
Amount owed				
Overpayment				
Applied to estimate				
Refund				

SCHEDULE K - Shareholder's Share Items

Income	2014	2015	2016	DIFFERENCE
Ordinary business income (loss)			(27,530)	(27,530)
Net rental real estate income (loss)				
Other net rental income (loss)				
Interest income				
Ordinary dividends				
Qualified dividends				
Royalties				
Net short-term capital gain (loss)				
Net long-term capital gain (loss)				
Collectibles (28%) gain (loss)				
Unrecaptured section 1250 gain				
Net section 1231 gain (loss)				
Other income (loss)				

Name(s) as shown on return: TNW and More LLC

Identifying number: 81-3195334

Deductions	2014 FEDERAL	2015 FEDERAL	2016 FEDERAL	DIFFERENCE BETWEEN 2015 & 2016
Section 179 deduction				
Contributions				
Investment interest expense				
Section 59(e)(2) expenditures				
Other deductions				
Credits				
Low-income housing credit (section 42(j)(5))				
Low-income housing credit (other)				
Qualified rehabilitation expenditures (rental real estate)				
Other rental real estate credits				
Other rental credits				
Credit for alcohol used as fuel				
Other credits				
Foreign Transactions				
Gross income from all sources				
Gross income sourced at shareholder level				
Foreign gross income sourced at corporate level				
Passive category				
General categories				
Other				
Deductions allocated and apportioned at shareholder level				
Interest expense				
Other				
Deductions allocated / apportioned at corp. level to foreign source inc.				
Passive category				
General categories				
Other				
Total foreign taxes paid or accrued				
Reduction in taxes available for credit				
Alternative Minimum Tax (AMT) items				
Post-1986 depreciation adjustment				
Adjusted gain or loss				
Depletion				
Oil, gas, and geothermal properties - gross income				
Oil, gas, and geothermal properties - deductions				
Other AMT items				
Items Affecting Shareholder Basis				
Tax-exempt interest income				
Other tax-exempt income				
Nondeductible expenses				
Property distributions				
Repayment of loans from shareholders				
Other information				
Investment income				
Investment expenses				
Dividend distributions paid from accum earnings and profits				

RESIDENT STATE	2014	2015	2016	DIFFERENCE
			SC	
Taxable income				
Total tax				
Overpayment				
Balance due			25	25

1120SEF	EF Transmission Status (Keep for your records)	2016
Name(s) as shown on return TNW and More LLC		EIN number 81-3195334

The following will be transmitted to the IRS. ☐ 1120S ☐ 7004 ☐ Amended ☐ FinCEN 114

The following state returns will be transmitted:

The following returns have been suppressed or are not eligible and will NOT be transmitted.

SC1120S

EF Notes

Federal return has a MESSAGE PAGE.

FOR TAX YEAR 2017

TNW AND MORE LLC

Bryant Accounting & Tax Service Inc

112 Ye Olde Kings Hwy

North Myrtle Beach, SC 29582

(843)249-7818

Bryant Accounting & Tax Service Inc

112 Ye Olde Kings Hwy
North Myrtle Beach, SC 29582
kim@bryantaccountingtax.com
Phone: (843)249-7818 | Fax: (910)401-1351

June 01, 2018

TNW and More LLC
3522 Golf Ave
Little River, SC 29566

TNW and More LLC:

Enclosed is the 2017 Form 1120S, U.S. Income Tax Return for an S Corporation, prepared for TNW and More LLC from the information provided. This return will be e-filed with the IRS once we receive a signed Form 8879-S, IRS e-file Signature Authorization for Form 1120S.

The corporation's federal return reflects neither a refund nor a balance due.

Enclosed is the 2017 South Carolina income tax return, prepared for TNW and More LLC from the information provided. Mail the signed and dated original on or before March 15, 2018, to the following address:

SC Department of Revenue
Corporate Refund
Columbia, SC 29214-0032

The corporation's South Carolina income tax return reflects neither a refund nor a balance due.

Also enclosed are letters to the shareholders and their copies of the Schedule K-1, to be distributed to the shareholders.

Thank you for the opportunity to be of service. For further assistance with your tax needs, contact our office at (843)249-7818.

Sincerely,

Kimberly Bryant
Bryant Accounting & Tax Service Inc

Bryant Accounting & Tax Service Inc

112 Ye Olde Kings Hwy
North Myrtle Beach, SC 29582
kim@bryantaccountingtax.com
Phone: (843)249-7818 Fax: (910)401-1351

Customer Name	Customer Information	
TNW and More LLC	Invoice #:	
3522 Golf Ave	Date:	June 01, 2018
Little River, SC 29566	Phone:	
	E-mail:	

Your 2017 tax return was prepared by Kimberly Bryant.

Description		Fee
Federal And Supplemental Forms		
Form 1120S	U.S. S Corp Income Tax Return, page 1	
Form 1120S pg 2	U.S. S Corp Income Tax Return, page 2	
Form 1120S pg 3	U.S. S Corp Income Tax Return, page 3	
Form 1120S pg 4	U.S. S Corp Income Tax Return, page 4	
Form 1120S pg 5	U.S. S Corp Income Tax Return, page 5	
K-1	Shareholder's Share of Income	
K-1	Shareholder's Share of Income	
Form 1125-A	Cost of Goods Sold	
Form 4562	Depreciation and Amortization	
Form 8879-S	E-File Signature Authorization for 1120S	
FED DEPR Schedule	Federal Depreciation Schedule	
Next Year Depr	Next Year Depreciation Schedule	
ST DEPR Schedule	State Depreciation Schedule	
Wks Tax/Lic	Taxes and Licenses Worksheet	
Statement 1120S	Form 1120S - Itemized Other Deduction	
Comparison	Tax Year Comparison Sheet	
EF Notice	General Information for Electronic Filing	
K-K1 Comparison	Comparison of Schedule K to K-1	
South Carolina Forms		
SC 1120S PG 1	S Corporation Income Tax Return page 1	
SC 1120S PG 2	S Corporation Income Tax Return page 2	
SC 1120S PG 3	S Corporation Income Tax Return page 3	
SC 1120S PG 4	S Corporation Income Tax Return page 4	
SC 1120S PG 5	S Corporation Income Tax Return page 5	
SC 1120S PG 6	S Corporation Income Tax Return page 6	
SC 1120S PG 7	S Corporation Income Tax Return page 7	
SC SCH-K1	Shareholder's Share of Income, Credits, etc.	
SC SCH-K1	Shareholder's Share of Income, Credits, etc.	
SC 4562	State 4562/Gain/DepDif	
SC 4562	State 4562/Gain/DepDif	
SC EF_ACK	E-file Acknowledgement	

Total Forms	**30**	**Forms Subtotal**	**850.00**

		Total Balance Due	**850.00**

Payment due upon receipt. Thank you for your business!

	Acknowledgement and General Information for Entities That File Returns Electronically	2017

Name(s) as shown on return	Employer Identification Number
TNW and More LLC	**-***5334

Entity address

3522 Golf Ave

Little River, SC 29566

Thank you for participating in IRS e-file.

1. [X] 2017 1120S income tax return for Federal was filed electronically.
   The electronic filing services were provided by Bryant Accounting & Tax Service Inc .

2. [X] 1120S income tax return was accepted on 03-14-2018 using a Personal Identification Number (PIN) as an electronic signature. The entity entered a PIN or authorized the Electronic Return Originator (ERO) to enter or generate a PIN signature. The submission ID assigned to this return is 5777802018073l2a0gaw .

PLEASE DO NOT SEND A PAPER COPY OF ENTITY'S RETURN TO THE IRS. IF YOU DO, IT WILL DELAY THE PROCESSING OF THE RETURN.

Form **1120S**

Department of the Treasury
Internal Revenue Service

U.S. Income Tax Return for an S Corporation

► **Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.**

► **Go to *www.irs.gov/Form 1120S* for instructions and the latest information.**

OMB No. 1545-0123

2017

For calendar year 2017 or tax year beginning , 2017, ending , 20

A S election effective date: 07-11-2016	Name: TNW and More LLC	**D** Employer identification number: 81-3195334
B Business activity code number (see instructions): 812990	TYPE OR PRINT — Number, street, and room or suite no. If a P.O. box, see instructions.: 3522 Golf Ave	**E** Date incorporated: 07-11-2016
C Check if Sch. M-3 attached ☐	City or town, state or province, country, and ZIP or foreign postal code: Little River SC 29566	**F** Total assets (see instructions) $

G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No If "Yes," attach Form 2553 if not already filed

H Check if: **(1)** ☐ Final return **(2)** ☐ Name change **(3)** ☐ Address change **(4)** ☐ Amended return **(5)** ☐ S election termination or revocation

I Enter the number of shareholders who were shareholders during any part of the tax year ► 2

Caution: Include **only** trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1 a	Gross receipts or sales	1a			
	b	Returns and allowances	1b			
	c	Balance. Subtract line 1b from line 1a			1c	
	2	Cost of goods sold (attach Form 1125-A)			2	9,351
	3	Gross profit. Subtract line 2 from line 1c			3	(9,351)
	4	Net gain (loss) from Form 4797, line 17 (attach Form 4797)			4	
	5	Other income (loss) (see instructions - attach statement)			5	
	6	**Total income (loss).** Add lines 3 through 5 ►			6	(9,351)
Deductions (see instructions for limitations)	7	Compensation of officers (see instructions - attach Form 1125-E)			7	
	8	Salaries and wages (less employment credits)			8	
	9	Repairs and maintenance			9	48,473
	10	Bad debts			10	
	11	Rents			11	
	12	Taxes and licenses Wks. Tax/Lic			12	513
	13	Interest			13	1,229
	14	Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562)			14	61,982
	15	Depletion **(Do not deduct oil and gas depletion.)**			15	
	16	Advertising			16	
	17	Pension, profit-sharing, etc., plans			17	
	18	Employee benefit programs			18	
	19	Other deductions (attach statement) Statement #2			19	19,635
	20	**Total deductions.** Add lines 7 through 19 ►			20	131,832
	21	**Ordinary business income (loss).** Subtract line 20 from line 6			21	(141,183)
Tax and Payments	22 a	Excess net passive income or LIFO recapture tax (see instructions)	22a			
	b	Tax from Schedule D (Form 1120S)	22b			
	c	Add lines 22a and 22b (see instructions for additional taxes)			22c	
	23 a	2017 estimated tax payments and 2016 overpayment credited to 2017	23a			
	b	Tax deposited with Form 7004	23b			
	c	Credit for federal tax paid on fuels (attach Form 4136)	23c			
	d	Add lines 23a through 23c			23d	
	24	Estimated tax penalty (see instructions). Check if Form 2220 is attached ► ☐			24	
	25	**Amount owed.** If line 23d is smaller than the total of lines 22c and 24, enter amount owed			25	
	26	**Overpayment.** If line 23d is larger than the total of lines 22c and 24, enter amount overpaid			26	
	27	Enter amount from line 26 **Credited to 2018 estimated tax** ►	**Refunded** ►		27	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ Yes ☐ No

TIMOTHY KETTNER — Signature of officer | Date | PRESIDENT — Title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Kimberly Bryant	Kimberly Bryant	06-01-2018		P01255233

Firm's name ►Bryant Accounting & Tax Service Inc — Firm's EIN ► 45-5484030

Firm's address ►112 Ye Olde Kings Hwy North Myrtle Beach SC 29582 — Phone no. (843)249-7818

For Paperwork Reduction Act Notice, see separate instructions. Form **1120S** (2017)

EEA

Schedule B **Other Information** (see instructions)

		Yes	No
1	Check accounting method: **a** ☒ Cash **b** ☐ Accrual **c** ☐ Other (specify) ►		
2	See the instructions and enter the: **a** Business activity ► SERVICE **b** Product or service ► SERVICE		
3	At any time during the tax year, was any shareholder of the corporation a disregarded entity, a trust, an estate, or a nominee or similar person? If "Yes," attach Schedule B-1, Information on Certain Shareholders of an S Corporation		
4	At the end of the tax year, did the corporation:		
a	Own directly 20% or more, or own, directly or indirectly, 50% or more of the total stock issued and outstanding of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below		X

(i) Name of Corporation	**(ii)** Employer Identification Number (if any)	**(iii)** Country of Incorporation	**(iv)** Percentage of Stock Owned	**(v)** If Percentage in (iv) is 100%, Enter the Date (if any) a Qualified Subchapter S Subsidiary Election Was Made

		Yes	No
b	Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below		X

(i) Name of Entity	**(ii)** Employer Identification Number (if any)	**(iii)** Type of Entity	**(iv)** Country of Organization	**(v)** Maximum Percentage Owned in Profit, Loss, or Capital

		Yes	No
5 a	At the end of the tax year, did the corporation have any outstanding shares of restricted stock?		
	If "Yes," complete lines (i) and (ii) below.		
	(i) Total shares of restricted stock ►		
	(ii) Total shares of non-restricted stock ►		
b	At the end of the tax year, did the corporation have any outstanding stock options, warrants, or similar instruments?		
	If "Yes," complete lines (i) and (ii) below.		
	(i) Total shares of stock outstanding at the end of the tax year ►		
	(ii) Total shares of stock outstanding if all instruments were executed ►		
6	Has this corporation filed, or is it required to file, **Form 8918,** Material Advisor Disclosure Statement, to provide information on any reportable transaction?		
7	Check this box if the corporation issued publicly offered debt instruments with original issue discount ► ☐		
	If checked, the corporation may have to file **Form 8281,** Information Return for Publicly Offered Original Issue Discount Instruments.		
8	If the corporation: **(a)** was a C corporation before it elected to be an S corporation **or** the corporation acquired an asset with a basis determined by reference to the basis of the asset (or the basis of any other property) in the hands of a C corporation **and (b)** has net unrealized built-in gain in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years (see instructions) ► $		
9	Enter the accumulated earnings and profits of the corporation at the end of the tax year. $		
10	Does the corporation satisfy **both** of the following conditions?		
a	The corporation's total receipts (see instructions) for the tax year were less than $250,000		
b	The corporation's total assets at the end of the tax year were less than $250,000	X	
	If "Yes," the corporation is not required to complete Schedules L and M-1.		
11	During the tax year, did the corporation have any non-shareholder debt that was canceled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?		
	If "Yes," enter the amount of principal reduction $		
12	During the tax year, was a qualified subchapter S subsidiary election terminated or revoked? If "Yes," see instructions		
13 a	Did the corporation make any payments in 2017 that would require it to file Form(s) 1099?		
b	If "Yes," did the corporation file or will it file required Forms 1099?		

Schedule K Shareholders' Pro Rata Share Items

						Total amount
Income (Loss)	1	Ordinary business income (loss) (page 1, line 21)			1	(141,183)
	2	Net rental real estate income (loss) (attach Form 8825)			2	
	3a	Other gross rental income (loss)	3a			
	b	Expenses from other rental activities (attach statement)	3b			
	c	Other net rental income (loss). Subtract line 3b from line 3a			3c	
	4	Interest income			4	
	5	Dividends: **a** Ordinary dividends			5a	
		b Qualified dividends	5b			
	6	Royalties			6	
	7	Net short-term capital gain (loss) (attach Schedule D (Form 1120S))			7	
	8a	Net long-term capital gain (loss) (attach Schedule D (Form 1120S))			8a	
	b	Collectibles (28%) gain (loss)	8b			
	c	Unrecaptured section 1250 gain (attach statement)	8c			
	9	Net section 1231 gain (loss) (attach Form 4797)			9	
	10	Other income (loss) (see instructions) . . Type ▶			10	
Deductions	11	Section 179 deduction (attach Form 4562)			11	
	12a	Charitable contributions			12a	
	b	Investment interest expense			12b	
	c	Section 59(e)(2) expenditures **(1)** Type ▶ **(2)** Amount ▶			12c(2)	
	d	Other deductions (see instructions) . . . Type ▶			12d	
Credits	13a	Low-income housing credit (section 42(j)(5))			13a	
	b	Low-income housing credit (other)			13b	
	c	Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable)			13c	
	d	Other rental real estate credits (see instructions) . . Type ▶			13d	
	e	Other rental credits (see instructions) . . . . Type ▶			13e	
	f	Biofuel producer credit (attach Form 6478)			13f	
	g	Other credits (see instructions) . . . . Type ▶			13g	
Foreign Transactions	14a	Name of country or U.S. possession ▶				
	b	Gross income from all sources			14b	
	c	Gross income sourced at shareholder level			14c	
		Foreign gross income sourced at corporate level				
	d	Passive category			14d	
	e	General category			14e	
	f	Other (attach statement)			14f	
		Deductions allocated and apportioned at shareholder level				
	g	Interest expense			14g	
	h	Other			14h	
		Deductions allocated and apportioned at corporate level to foreign source income				
	i	Passive category			14i	
	j	General category			14j	
	k	Other (attach statement)			14k	
		Other information				
	l	Total foreign taxes (check one): ▶ ☐ Paid ☐ Accrued			14l	
	m	Reduction in taxes available for credit (attach statement)			14m	
	n	Other foreign tax information (attach statement)				
Alternative Minimum Tax (AMT) Items	15a	Post-1986 depreciation adjustment			15a	
	b	Adjusted gain or loss			15b	
	c	Depletion (other than oil and gas)			15c	
	d	Oil, gas, and geothermal properties - gross income			15d	
	e	Oil, gas, and geothermal properties - deductions			15e	
	f	Other AMT items (attach statement)			15f	
Items Affecting Shareholder Basis	16a	Tax-exempt interest income			16a	
	b	Other tax-exempt income			16b	
	c	Nondeductible expenses			16c	
	d	Distributions (attach statement if required) (see instructions)			16d	
	e	Repayment of loans from shareholders			16e	

Schedule K	Shareholders' Pro Rata Share Items (continued)		Total amount
Other Information	17 a Investment income	17a	
	b Investment expenses	17b	
	c Dividend distributions paid from accumulated earnings and profits	17c	
	d Other items and amounts (attach statement)		
Reconciliation	18 **Income/loss reconciliation.** Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l	18	(141,183)

Schedule L Balance Sheets per Books	Beginning of tax year		End of tax year	
Assets	**(a)**	**(b)**	**(c)**	**(d)**
1 Cash				
2a Trade notes and accounts receivable				
b Less allowance for bad debts	( )		( )	
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities (see instructions)				
6 Other current assets (attach statement)				
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (attach statement)				
10a Buildings and other depreciable assets				
b Less accumulated depreciation	( )		( )	
11a Depletable assets				
b Less accumulated depletion	( )		( )	
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)				
b Less accumulated amortization	( )		( )	
14 Other assets (attach statement)				
15 Total assets				
Liabilities and Shareholders' Equity				
16 Accounts payable				
17 Mortgages, notes, bonds payable in less than 1 year				
18 Other current liabilities (attach statement)				
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (attach statement)				
22 Capital stock				
23 Additional paid-in capital				
24 Retained earnings				
25 Adjustments to shareholders' equity (attach statement)				
26 Less cost of treasury stock		( )		( )
27 Total liabilities and shareholders' equity				

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: The corporation may be required to file Schedule M-3 (see instructions)

1 Net income (loss) per books		5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):		
2 Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):		a Tax-exempt interest $		
3 Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize):		6 Deductions included on Schedule K, lines 1 through 12 and 14l , not charged against book income this year (itemize):		
a Depreciation $		a Depreciation $		
b Travel and entertainment $				
		7 Add lines 5 and 6		
4 Add lines 1 through 3		8 Income (loss) (Schedule K, line 18). Line 4 less line 7		

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1 Balance at beginning of tax year	(27,530)		
2 Ordinary income from page 1, line 21			
3 Other additions			
4 Loss from page 1, line 21	(141,183)		
5 Other reductions	( )	( )	
6 Combine lines 1 through 5	(168,713)		
7 Distributions other than dividend distributions			
8 Balance at end of tax year. Subtract line 7 from line 6	(168,713)		

Form **1125-A**
(Rev. October 2016)
Department of the Treasury
Internal Revenue Service

Cost of Goods Sold

► Attach to Form 1120, 1120-C, 1120-F, 1120S, 1065, or 1065-B.
► Information about Form 1125-A and its instructions is at *www.irs.gov/form1125a.*

OMB No. 1545-0123

Name: TNW and More LLC
Employer identification number: 81-3195334

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	9,351
4	Additional section 263A costs (attach schedule)	4	
5	Other costs (attach schedule)	5	
6	**Total.** Add lines 1 through 5	6	9,351
7	Inventory at end of year	7	
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and on Form 1120, page 1, line 2 or the appropriate line of your tax return. See instructions	8	9,351

9a Check all methods used for valuing closing inventory:
(i) ☐ Cost
(ii) ☐ Lower of cost or market
(iii) ☐ Other (Specify method used and attach explanation.) ►

b Check if there was a writedown of subnormal goods ► ☐

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ► ☐

d If the LIFO inventory method was used for this tax year, enter amount of closing inventory computed under LIFO **9d**

e If property is produced or acquired for resale, do the rules of section 263A apply to the entity? See instructions ☐ Yes ☐ No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation ☐ Yes ☐ No

671117

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0123

Schedule K-1 (Form 1120S) **2017**

Department of the Treasury
Internal Revenue Service

For calendar year 2017, or tax year

beginning 2017 ending

Shareholder's Share of Income, Deductions, Credits, etc.

► See page 2 of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number

81-3195334

B Corporation's name, address, city, state, and ZIP code

TNW and More LLC

3522 Golf Ave

Little River SC 29566

C IRS Center where corporation filed return

CINCINNATI

Part II Information About the Shareholder

D Shareholder's identifying number

[redacted]

E Shareholder's name, address, city, state, and ZIP code

TIMOTHY KETTNER

3522 GOLF AVE
Little River SC 29566

F Shareholder's percentage of stock ownership for tax year .... 50.00000 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) (70,592)	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15	Alternative minimum tax (AMT) items
11	Section 179 deduction	16	Items affecting shareholder basis
12	Other deductions		
		17	Other information

* See attached statement for additional information.

671117

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0123

Schedule K-1 (Form 1120S) **2017**

Department of the Treasury
Internal Revenue Service

For calendar year 2017, or tax year

beginning 2017 ending

Shareholder's Share of Income, Deductions, Credits, etc.

► See page 2 of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number

81-3195334

B Corporation's name, address, city, state, and ZIP code

TNW and More LLC

3522 Golf Ave

Little River SC 29566

C IRS Center where corporation filed return

CINCINNATI

Part II Information About the Shareholder

D Shareholder's identifying number

[redacted]

E Shareholder's name, address, city, state, and ZIP code

THOMAS WADE LONG

PO BOX 1167
Little River SC 29566

F Shareholder's percentage of stock ownership for tax year .... 50.00000 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) (70,591)	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15	Alternative minimum tax (AMT) items
11	Section 179 deduction	16	Items affecting shareholder basis
12	Other deductions		
		17	Other information

* See attached statement for additional information.

Form **4562**

Department of the Treasury
Internal Revenue Service (99)

Depreciation and Amortization
(Including Information on Listed Property)

► Attach to your tax return.

► Go to *www.irs.gov/Form4562* for instructions and the latest information.

OMB No. 1545-0172

2017

Attachment Sequence No. **179**

Name(s) shown on return	Business or activity to which this form relates	Identifying number
TNW and More LLC	FORM 1120S	81-3195334

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

6 (a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2016 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2018. Add lines 9 and 10, less line 12 ►	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Don't include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2017	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ► ☐		

Section B - Assets Placed in Service During 2017 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental			27.5 yrs.	MM	S/L	
property			27.5 yrs.	MM	S/L	
i Nonresidential real			39 yrs.	MM	S/L	
property				MM	S/L	

Section C - Assets Placed in Service During 2017 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	61,982
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	61,982
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions. Form **4562** (2017)

EEA

Part V **Listed Property** (Include automobiles, certain other vehicles, certain aircraft, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete **only** 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A - Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.**)**

24a Do you have evidence to support the business/investment use claimed? ☐ Yes ☐ No **24b** If "Yes," is the evidence written? ☐ Yes ☐ No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions)						25	61,025	
26 Property used more than 50% in a qualified business use:								
Docks	07312017	100.0%	51,050	25,525	15	150 DB-MQ	957	
Tank	12292017	100.0%	5,500					
Bulldozer and	12072017	100.0%	30,000					
27 Property used 50% or less in a qualified business use:								
		%				S/L-		
		%				S/L-		
		%				S/L-		
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1						28	61,982	
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1							29	

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
30 Total business/investment miles driven during the year (**don't** include commuting miles) .												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who **aren't** more than 5% owners or related persons (see instructions).

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.)		

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," don't complete Section B for the covered vehicles.

Part VI **Amortization**

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2017 tax year (see instructions):					
43 Amortization of costs that began before your 2017 tax year				43	
44 **Total.** Add amounts in column (f). See the instructions for where to report				44	

R-1973

DEF-000187

Form **8879-S**

Department of the Treasury
Internal Revenue Service

IRS *e-file* Signature Authorization for Form 1120S

► **Return completed Form 8879-S to ERO. (Don't send to IRS.)**

► **Go to *www.irs.gov/Form8879S* for the latest information.**

For calendar year 2017, or tax year beginning , 2017, and ending , 20 .

OMB No. 1545-0123

2017

Name of corporation	Employer identification number
TNW and More LLC	81-3195334

Part I Tax Return Information (Whole dollars only)

1	Gross receipts or sales less returns and allowances (Form 1120S, line 1c)	1	
2	Gross profit (Form 1120S, line 3)	2	(9,351)
3	Ordinary business income (loss) (Form 1120S, line 21)	3	(141,183)
4	Net rental real estate income (loss) (Form 1120S, Schedule K, line 2)	4	
5	Income (loss) reconciliation (Form 1120S, Schedule K, line 18)	5	(141,183)

Part II Declaration and Signature Authorization of Officer (Be sure to get a copy of the corporation's return)

Under penalties of perjury, I declare that I am an officer of the above corporation and that I have examined a copy of the corporation's 2017 electronic income tax return and accompanying schedules and statements and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of the corporation's electronic income tax return. I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the corporation's return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the corporation's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at **1-888-353-4537** no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the corporation's electronic income tax return and, if applicable, the corporation's consent to electronic funds withdrawal.

Officer's PIN: check one box only

☒ I authorize Bryant Accounting & Tax Ser (**ERO firm name**) to enter my PIN 40268 (**Don't enter all zeros**) as my signature on the corporation's 2017 electronically filed income tax return.

☐ As an officer of the corporation, I will enter my PIN as my signature on the corporation's 2017 electronically filed income tax return.

Officer's signature ► Date ► 03-12-2018 Title ► PRESIDENT

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. 577780 29582

Don't enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2017 electronically filed income tax return for the corporation indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 3112,** IRS *e-file* Application and Participation, and **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature ► Kimberly Bryant Date ► 06-01-2018

ERO Must Retain This Form - See Instructions
Don't Submit This Form to the IRS Unless Requested To Do So

Federal Supporting Statements

2017 PG01

Name(s) as shown on return	FEIN
TNW and More LLC	81-3195334

Form 1120S - Line 19 - Other Deductions   Statement #2

Description	Amount
Accounting	863
Automobile and Truck Expense	530
Bank Charges	12
Legal and Professional	13,145
Office Expense	245
Supplies	3,864
Utilities	334
STORAGE	642
Total	**19,635**

SCINST	Filing Instructions	2017

Name(s) as shown on return	SSN or EIN
TNW and More LLC	81-3195334

Date to file by: 03-15-2018

Form to be filed: SC1120S

Refund: $0.00

Address to file: SC Department of Revenue
Corporate Refund
Columbia, SC 29214-0032

Other Instructions: If you are not e-filing this return: you must MAIL the return to the SC DOR.

1024

STATE OF SOUTH CAROLINA
'S' CORPORATION INCOME TAX RETURN
Return is due on or before the 15th day of the 3rd month following the close of the taxable year.

SC 1120S
(Rev.10/5/17)
3095

SC FILE # - 10701982-3

INCOME TAX PERIOD ENDING 12-31-2017
LICENSE FEE PERIOD ENDING 12-31-2018
FEIN 81-3195334
NAME TNW and More LLC
MAILING ADDRESS 3522 Golf Ave
CITY Little River STATE SC ZIP CODE 29566

Change of ► ☐ Address ☐ Accounting Period ☐ Officers

Attach complete copy of Federal Return
☐ **Check here if you filed a federal or state extension**

Check if ► ☐ **Initial Return** ► ☐ **Amended Return**
► ☐ **Includes QSSS(s) and/or Disregarded LLC(s)(See Schedule L)**

County or Counties in SC Where Property is Located:

If Filing a **Final** Return, **see** General Instructions, page 6. **You MUST close your account with the SECRETARY OF STATE and complete I-349.**
► ☐ Merged ► ☐ Reorganized ► ☐ Final

City	**Audit Location**	State
Little River		SC

Total Gross Receipts	Total cost of depreciable personal property in SC	**Audit Contact**	Telephone Number
►	► 98,550	TIMOTHY KETTNER	843-249-7818

Does the Corporation have any Shareholders who are nonresidents of South Carolina? ☐ Yes ☒ No

PART I COMPUTATION OF INCOME TAX LIABILITY

			Amount	
1.	**Total of line 1 through 10, Schedule K of Federal Form 1120S**	► 1.	(141,183)	00
2.	Net Adjustment from line 15, Schedule A and B	2.	55,657	00
3.	Total Net Income as Reconciled (line 1 plus or minus line 2)	► 3.	(85,526)	00
4.	If Multi-state Corporation, enter amount from line 6, Schedule G; otherwise, enter amount from line 3	► 4.	(85,526)	00
5.	LESS: Income on line 4 taxed to shareholders of S Corporation	5.	< 85,526	00 >
6.	South Carolina Net Income subject to tax (line 4 less line 5)	► 6.	0	00
7.	TAX: Multiply amount on line 6 by .05 (5.0%)	7.	0	00
8.	**Payments:** (a) Tax Withheld (Attach 1099s, I-290s, and/or W-2s; see instructions)	► 8a.	0	00
	(b) Paid by Declaration	► 8b.		00
	(c) Paid with Extension	► 8c.		00
	(d) Credit from Line 23b	► 8d.		00
	Refundable Credits: (e) Ammonia Additive	► 8e.		00
	(f) Milk Credit	► 8f.		00
9.	Total Payments and Refundable Credits:(add lines 8a through 8f)	► 9.	0	00
10.	Balance of Tax Due (line 7 less line 9)	10.	0	00
11.	(a) Interest Due	► 11a.	0	00
	(b) Late File/Pay Penalty Due	► 11b.	0	00
	(c) Declaration Penalty Due (Attach SC2220)	► 11c.	0	00
	(See penalty and interest instructions.)	Enter Total ►	0	00
12.	**TOTAL INCOME TAX,** Interest and Penalty Due (add lines 10 and 11)	**BALANCE DUE** 12.	0	00
13.	**OVERPAYMENT** (line 9 less line 7)			00
	To be applied as follows: **(a) Estimated Tax**	► 13a.		00
	(b) License Fee	► 13b.		00
	(c) REFUNDED	► 13c.		00

PART II COMPUTATION OF LICENSE FEE AND SCHEDULES A AND B PAGE 2

30951057

81-3195334

PART II COMPUTATION OF LICENSE FEE

14.	Total Capital And Paid in Surplus (Multi-State Corporations See Schedule E)	► 14.	0 00
15.	FEE DUE - Line 14 x .001, plus $15.00 **(Fee cannot be less than $25.00)**	15.	25 00
16.	LESS: Credits taken this year against license fee from SC1120TC, Part II, Column C (attach SC1120-TC)	► 16.	< 00 >
17.	Balance (line 15 less line 16)	17.	25 00
18.	Payments: (a) Paid with Extension	► 18a.	25 00
	(b) Credit from line 13b	► 18b.	00
19.	Total Payments (add line 18a and 18b)	19.	25 00
20.	Balance of Fee Due (line 17 less line 19)	► 20.	0 00
21.	(a) Interest Due ► 00 (b) Late File/Pay Penalty Due ► 00 (See penalty and interest instructions.) Enter Total	► 21.	00
22.	**TOTAL LICENSE FEE,** Interest and Penalty Due (add lines 20 and 21) **BALANCE DUE**	22.	0 00
23.	**OVERPAYMENT** (line 19 less line 17) 00 To be applied as follows: **(a) Estimated Tax** ► 00 **(b) Income Tax** ► 00 **(c) REFUNDED**	►	00
24.	**GRAND TOTAL: INCOME TAX and LICENSE FEE DUE (add lines 12 and 22)** EFT ☐	► 24.	0 00

SCHEDULE A AND B — ADDITIONS TO FEDERAL TAXABLE INCOME

1.	Taxes on or Measured By Income	1.	0	
2.	Excess net passive income subject to federal tax	2.	0	
3.	Taxable portion of certain built-in gains subject to federal tax	3.		
4.		4.		
5.		5.		
6.	Other Additions (attach schedule) FD/ST Depr Diff	6.	55,657	
7.	Total Additions (add lines 1 through 6)			7. 55,657

DEDUCTIONS FROM FEDERAL TAXABLE INCOME

8.		8.		
9.		9.		
10.		10.		
11.		11.		
12.		12.		
13.	Other Deductions (attach schedule)	13.		
14.	Total Deductions (add lines 8 through 13)			14. 0
15.	Net Adjustment (line 7 less line 14) Also enter on line 2, Part 1, SC1120S			15. 55,657

SCHEDULE C — RESERVED

Please Sign Here

I, the undersigned, a principal officer of the corporation for which this return is made declare that this return, including accompanying Annual Report, statements and schedules, has been examined by me and is to the best of my knowledge and belief, a true and complete return.

Signature of officer — Officer's title: PRESIDENT — Email:

Officer's printed name: TIMOTHY KETTNER — Date: 03-12-2018 — Telephone Number: 843-455-2960

I **authorize** the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer. Yes ☒ No ☐ — Preparer's Printed Name: Kimberly Bryant

Paid Preparer's Use Only

Preparer's signature	Date 06-01-2018	Check if self-employed ☐	Preparer's Telephone Number 843-249-7818
Firm's name (or yours if self-employed) and address	Bryant Accounting & Tax Servic	PTIN or FEIN	45-5484030
	112 Ye Olde Kings Hwy North My	ZIP Code	29582

If this is a corporation's final return, signing here authorizes the Department of Revenue to disclose that information with the Secretary of State. You must close with the Secretary of State as well as the Department of Revenue and complete I-349.

Taxpayer's Signature — Date

30952055

81-3195334

SCHEDULE D **ANNUAL REPORT TO BE COMPLETED BY ALL CORPORATIONS**

1. Name TNW and More LLC
2. Incorporated under the laws of the State of SC
3. Location of the Registered Office of the Corporation in the State of South Carolina is 3522 GOLF AVE
   In the City of LITTLE RIVER Registered Agent at such address is TIMOTHY KETTNER
4. Location of principal office (street address) 3522 GOLF AVE
   Nature of principal business in SC SERVICE
5. The total number of **authorized shares** of capital stock, itemized by class and series, if any, within each class is as follows:
   NUMBER OF SHARES: ______ CLASS: ______ SERIES: ______
6. The total number of **issued and outstanding shares** of capital stock itemized by class and series, if any, within each class is as follows:
   NUMBER OF SHARES: ______ CLASS: ______ SERIES: ______
7. The names and business addresses of the directors (or individuals functioning as directors) and principal officers in the Corporation are:
   (If additional space is necessary, attach separate schedule).

NAME	TITLE	BUSINESS ADDRESS
TIMOTHY KETTNER;	President;	3522 GOLF AVE; Little Rive, SC 29566
TIMOTHY WADE LONG;	Vice Pres;	PO BOX 1167; Little Rive, SC 29566

8. Date Incorporated 07-11-2016 Date commenced business in the State of South Carolina was 07-11-2016
9. Date of this report 06-01-2018 FEIN 81-3195334
10. If Foreign Corporation, the date qualified to do business in the State of South Carolina is ______
11. Was the name of the Corporation changed during the year? NO Give old name ______
12. The Corporation's books are in the care of % BRYANT ACCOUNTING AND TAXA SERVIC
    Located at (street address) PO BOX 768 North Myrtle Beach, SC 29597
13. The total amount of stated capital per balance sheet is:
    A. Total paid in Capital Stock (cannot be a negative amount) . . $ ______
    B. Total paid in Capital Surplus (cannot be a negative amount) . $ ______
    C. Total amount of stated Capital (cannot be a negative amount) $ ______

ATTACH COMPLETE COPY OF FEDERAL RETURN

File electronically using Modernized Electronic Filing (MeF).
Submit payment electronically for free at MyDORWAY.dor.sc.gov.

MAIL RETURN TO THE PROPER ADDRESS

BALANCE DUE:	REFUNDS OR ZERO TAX:
SC DEPARTMENT OF REVENUE	SC DEPARTMENT OF REVENUE
CORPORATE TAXABLE	CORPORATE REFUND
COLUMBIA, SC 29214-0030	COLUMBIA, SC 29214-0032

81-3195334

ONLY MULTI-STATE CORPORATIONS MUST COMPLETE SCHEDULES E, F, G, AND H

SCHEDULE E COMPUTATION OF LICENSE FEE OF MULTI-STATE CORPORATIONS

1. Total Capital and Paid-in-Surplus at end of Year . . . . $ 0
2. SC PROPORTION: (line 1 X ratio from Schedule H-1, H-2 or H-3, as appropriate). Also enter on line 14, Part II . . $ 0

SCHEDULE F INCOME SUBJECT TO DIRECT ALLOCATION

(A) Allocated Income	(B) Gross Amounts	(C) Related Expenses	(D) Net Amounts (Column B minus Column (C)	(E) Net Amounts Allocated Directly to SC
1. Total Allocated Income (Enter the total of Column D here)				
2. Total Income Allocated to SC (Enter the total of Column E)				

Attach an explanation of each type of income listed above that is not allocated to South Carolina.

SCHEDULE G COMPUTATION OF TAXABLE INCOME OF MULTI-STATE CORPORATIONS

1. Total net income as reconciled. Enter amount from line 3, Page 1 . . . . 1.
2. Less: Income subject to direct allocation to SC and other states from Schedule F, line 1 . . . . 2.
3. Total net income subject to apportionment (line 1 less line 2) . . . . 3.
4. Multiply amount on line 3 by appropriate ratio from Schedule H-1, H-2, or H-3 and enter result here . . . . 4.
5. Add: Income subject to direct allocation to SC from Schedule F, line 2 . . . . 5.
6. Total SC Net Income (sum of lines 4 and 5 above) also enter on line 4, Part 1 of Page 1 . . . . 6.

SCHEDULE H - 1 COMPUTATION OF SALES RATIO

	Amount	Ratio
1. Total Sales Within South Carolina (see instructions)		
2. Total Sales Everywhere (see instructions)		
3. Sales Ratio (line 1 ÷ line 2)		%

Note: If there are no sales anywhere: Enter 100% on Line 3, if South Carolina is the principal place of business OR
Enter 0% on Line 3 if principal place of business is outside South Carolina.

SCHEDULE H - 2 COMPUTATION OF GROSS RECEIPTS RATIO

	Amount	Ratio
1. South Carolina Gross Receipts		
2. Amounts Allocated to South Carolina on Schedule F	< >	
3. South Carolina Adjusted Gross Receipts (line 1 - line 2)		
4. Total Gross Receipts		
5. Total Amounts Allocated on Schedule F	< >	
6. Total Adjusted Gross Receipts (line 4 - line 5)		
7. Gross Receipts Ratio (line 3 ÷ line 6)		%

SCHEDULE H-3 COMPUTATION OF RATIO FOR SECTION 12-6-2310 COMPANIES

	Amount	Ratio
1. Total Within South Carolina (see instructions)		
2. Total Everywhere		
3. Taxable Ratio (line 1 ÷ line 2)		%

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81-3195334

SCHEDULE SC-K WORKSHEET

*** Enter amounts from corresponding lines on your federal Schedule K in Column B.**

	(A) Description	(B) * Amounts From Federal Schedule K	(C) Plus or Minus South Carolina Adjustments	(D) Federal Schedule K Amounts After SC Adjustments	(E) Col. (D) Amounts Not Apportioned or Allocated to SC	(F) Col. (D) Amounts Apportioned or Allocated to SC
1	Ordinary business income (loss)	(141,183)	55,657	(85,526)		(85,526)
2	Net rental real estate income (loss)					
3	Other net rental income (loss)					
4	Interest income					
5	Dividends					
6	Royalties					
7	Net short-term capital gain (loss)					
8	Net long-term capital gain (loss)					
9	Net section 1231 gain (loss)					
10	Other income (loss)					
11	Section 179 deduction					
12a	Contributions					
12b	Investment interest expense					
12c	Section 59(e)(2) expenditures					
12d	Other deductions					

Non-Refundable Tax Credits: Enter Total Credits from SC1120-TC . . . . ____________

SC1120-TC must be attached to return.

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81-3195334

SCHEDULE L **QSSSs AND DISREGARDED LLCs INCLUDED IN RETURN**

A. List each **Qualified Subchapter S Subsidiary (QSSS)** doing business in South Carolina or registered with the Secretary of State.

Name	FEIN	SC File No. (if applicable)

B. List each disregarded **Limited Liability Company (LLC)** doing business in South Carolina or registered with the Secretary of State.

Name	FEIN	SC File No. (if applicable)

SCHEDULE N **PROPERTY INFORMATION**

Property Within South Carolina

	(a) Beginning Period	(b) Ending Period
1. Land		
2. Buildings	12,000	98,550
3. Machinery and Equipment		
4. Construction in Progress		
5. Other Property*		
TOTAL	12,000	98,550

*Please provide an explanation or listing of property from line 5 above.

Description of Property	(a) Beginning Period	(b) Ending Period
TOTAL		

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STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

SHAREHOLDER'S SHARE OF SOUTH CAROLINA INCOME, DEDUCTIONS, CREDITS, ETC.

SC1120S K-1
(Rev. 8/11/10)
3517

For calendar year 12-31-2017 or tax year beginning and ending

Shareholder's identifying number ► [redacted]

S Corporation's FEIN ► 81-3195334

Shareholder's name, address and ZIP code
TIMOTHY KETTNER
3522 GOLF AVE
Little River, SC 29566

S Corporation's name, address and ZIP code
TNW and More LLC
3522 Golf Ave
Little River, SC 29566

Shareholder's percentage of stock ownership for tax year . . . . . ► 50.0000 %

Check if applicable: (1) ☐ Final K-1 (2) ☐ Amended K-1 (3) ☐ Nonresident

	Shareholder's Pro Rata Share of Current Year Income, Deductions, Credits, etc.		(A) Federal K-1 Amounts		(B) Plus or Minus SC Adjustments		(C) Amounts Not Allocated or Apportioned to SC		(D) Amounts Allocated or Apportioned to SC
Income (Loss)	1 Ordinary business income (loss)	1	(70,592)	1	27,829	1		1	(42,763)
	2 Net rental real estate income (loss)	2		2		2		2	
	3 Other net rental income (loss)	3		3		3		3	
	4 Interest income	4		4		4		4	
	5 Dividends	5		5		5		5	
	6 Royalties	6		6		6		6	
	7 Net short-term capital gain (loss)	7		7		7		7	
	8 Net long-term capital gain (loss)	8		8		8		8	
	9 Net Section 1231 gain (loss)	9		9		9		9	
	10 Other income (loss)	10		10		10		10	
Deductions	11 Section 179 deduction	11		11		11		11	
	12 Other deductions	12		12		12		12	

13	Withholding tax for nonresident shareholder	13
	List applicable South Carolina tax credits. (Attach an additional sheet if needed.)	
Credits 14		14
15		15
16		16
17		17
18	Total South Carolina tax credits	18

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R-1984

DEF-000198

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STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

SHAREHOLDER'S SHARE OF SOUTH CAROLINA INCOME, DEDUCTIONS, CREDITS, ETC.

SC1120S K-1 (Rev. 8/11/10) 3517

For calendar year 12-31-2017 or tax year beginning and ending

Shareholder's identifying number ► [redacted]

S Corporation's FEIN ► 81-3195334

Shareholder's name, address and ZIP code
THOMAS WADE LONG
PO BOX 1167
Little River, SC 29566

S Corporation's name, address and ZIP code
TNW and More LLC
3522 Golf Ave
Little River, SC 29566

Shareholder's percentage of stock ownership for tax year ► 50.0000 %

Check if applicable: (1) ☐ Final K-1 (2) ☐ Amended K-1 (3) ☐ Nonresident

Shareholder's Pro Rata Share of Current Year Income, Deductions, Credits, etc.		(A) Federal K-1 Amounts		(B) Plus or Minus SC Adjustments		(C) Amounts Not Allocated or Apportioned to SC		(D) Amounts Allocated or Apportioned to SC
Income (Loss) 1 Ordinary business income (loss)	1	(70,591)	1	27,829	1		1	(42,763)
2 Net rental real estate income (loss)	2		2		2		2	
3 Other net rental income (loss)	3		3		3		3	
4 Interest income	4		4		4		4	
5 Dividends	5		5		5		5	
6 Royalties	6		6		6		6	
7 Net short-term capital gain (loss)	7		7		7		7	
8 Net long-term capital gain (loss)	8		8		8		8	
9 Net Section 1231 gain (loss)	9		9		9		9	
10 Other income (loss)	10		10		10		10	
Deductions 11 Section 179 deduction	11		11		11		11	
12 Other deductions	12		12		12		12	

13	Withholding tax for nonresident shareholder	13
	List applicable South Carolina tax credits. (Attach an additional sheet if needed.)	
Credits 14		14
15		15
16		16
17		17
18	Total South Carolina tax credits	18

35171016

SCDEPDIF	State Income Adjustment due to differences in depreciation between the Federal and State (Keep for your records)	2017

Name(s) as shown on return: TNW and More LLC

Identification number: 81-3195334

Taxpayer/Business

	Federal	State Portion	Difference
Bonus Depreciation	61,025	0	61,025
Section 179 Expense	0	0	0
Regular Depreciation not associated with Section 179	957	6,325	(5,368)
Regular Depreciation on Section 179 Difference	0	0	0
Total:	61,982	6,325	55,657

Spouse

	Federal	State Portion	Difference
Bonus Depreciation	0	0	0
Section 179 Expense	0	0	0
Regular Depreciation not associated with Section 179	0	0	0
Regular Depreciation on Section 179 Difference	0	0	0
Total:	0	0	0

Combined Totals

	Federal	State Portion	Difference
Bonus Depreciation	61,025	0	61,025
Section 179 Expense	0	0	0
Regular Depreciation not associated with Section 179	957	6,325	(5,368)
Regular Depreciation on Section 179 Difference	0	0	0
Total:	61,982	6,325	55,657

Form **4562**

Depreciation and Amortization

(Including Information on Listed Property)

Note: SC does not allow any additional depreciation benefits provided by I.R.C. Section 168(k) and 1400L.

► **Attach to your tax return.**

► **Go to *www.irs.gov/Form4562* for instructions and the latest information.**

South Carolina

2017

Name(s) shown on return	Business or activity to which this form relates	Identifying number
TNW and More LLC	FORM 1120S	81-3195334

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	510,000
2	Total cost of section 179 property placed in service (see instructions)	2	86,550
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,030,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	0
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	510,000

6 (a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2016 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2018. Add lines 9 and 10, less line 12 ►	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Don't include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2017	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ► ☐		

Section B - Assets Placed in Service During 2017 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental			27.5 yrs.	MM	S/L	
property			27.5 yrs.	MM	S/L	
i Nonresidential real			39 yrs.	MM	S/L	
property				MM	S/L	

Section C - Assets Placed in Service During 2017 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	6,325
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	6,325
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Part V **Listed Property** (Include automobiles, certain other vehicles, certain aircraft, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete **only** 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A - Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.**)**

24a Do you have evidence to support the business/investment use claimed? ☐ Yes ☐ No **24b** If "Yes," is the evidence written? ☐ Yes ☐ No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions) **25**								
26 Property used more than 50% in a qualified business use:								
Bulldozer	20171207	100 %	42,000	42,000	15	150DBMQ	4,215	
Docks	20170731	100 %	51,050	51,050	15	150DBMQ	1,914	
Tank	20171229	100 %	5,500	5,500	7	200DBMQ	196	
27 Property used 50% or less in a qualified business use:								
		%				S/L-		
		%				S/L-		
		%				S/L-		
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1 . . . . **28**							6,325	
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1 . . . . **29**								

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
30 Total business/investment miles driven during the year (**don't** include commuting miles) .												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
	Yes	**No**	**Yes**	**No**	**Yes**	**No**	**Yes**	**No**	**Yes**	**No**	**Yes**	**No**
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who **aren't** more than 5% owners or related persons (see instructions).

	Yes	**No**
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.)		

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," don't complete Section B for the covered vehicles.

Part VI **Amortization**

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2017 tax year (see instructions):					
43 Amortization of costs that began before your 2017 tax year				**43**	
44 **Total.** Add amounts in column (f). See the instructions for where to report				**44**	

SCEF_ACK	Acknowledgement and General Information for Taxpayers Who File Returns Electronically	2017
Name(s) as shown on return TNW and More LLC		Identification Number **-***5334

Address

3522 Golf Ave
Little River, SC 29566

Thank you for participating in IRS e-file.

1. [X] Your 2017 state income tax return for SC1120S was filed electronically.
   The electronic filing services were provided by Bryant Accounting & Tax Service Inc

2. [X] Your return was accepted on 03-14-2018 using a Personal Identification Number (PIN) as your electronic signature. You entered a PIN or authorized the Electronic Return Originator (ERO) to enter or generate a PIN for you.
   The submission ID assigned to this return is 5777802018073wqlsbmr.

PLEASE DO NOT SEND A PAPER COPY OF THE TAX RETURN TO THE STATE. IF YOU DO, IT WILL DELAY THE PROCESSING OF THE RETURN.

Form 1120S	K-K1 Comparison Worksheet (Keep for your records)	2017

S CORPORATION NAME	EIN
TNW and More LLC	81-3195334

	Description	Schedule K	K-1 Totals	Difference
1	Ordinary business income (loss)	(141,183)	(141,183)	

* Item was disposed
of during current year.

Depreciation Detail Listing

FORM 1120S

For your records only

2017

Name(s) as shown on return: TNW and More LLC

Social security number/EIN: 81-3195334

No.	Description	Date	Cost	Basis Adjustment	Business percentage	Section 179	Bonus depreciation	Depreciable Basis	Life	Method	Rate	Prior Depreciation	Current Depreciation	Accumulated Depreciation	AMT Current
1	2 ICE CREAM MACHINES	07162016	12,000		100.00		PY 6,000	6,000	5	200 DB HY	32	12,000		12,000	
2	Docks	07312017	51,050		100.00		CY 25,525	25,525	15	150 DB MQ	3.75		957	26,482	957
3	Tank	12292017	5,500		100.00		CY 5,500	0	7	200 DB MQ	3.57			5,500	
4	Bulldozer and Root Ra	12072017	30,000		100.00		CY 30,000	0	15	150 DB MQ	1.25			30,000	
	Totals		98,550				CY 61,025	31,525				12,000	957	73,982	957

Land Amount

Net Depreciable Cost 98,550

PY 6,000

CY 179 and CY Bonus 61,025

TOTAL CY Depr including 179/bonus 61,982

ST ADJ: 55,657

R-1991

DEF-000205

Depreciation Detail Listing

STATE FORM 1120S

For your records only

Name(s) as shown on return: TNW and More LLC

Social security number/EIN: 81-3195334

No.	Description	Date	Cost	Basis Adjustment	Business percentage	Section 179	Bonus depreciation	Depreciable Basis	Life	Method	Rate	Prior Depreciation	Current Depreciation	Accumulated Depreciation	AMT Current
1	2 ICE CREAM MACHINES	07162016	12,000		100.00			12,000	5	200 DB HY	32	2,400	3,840	6,240	
2	Docks	07312017	51,050		100.00			51,050	15	150 DB MQ	3.75		1,914	1,914	
3	Tank	12292017	5,500		100.00			5,500	7	200 DB MQ	3.57		196	196	
4	Bulldozer and Root Ra	12072017	30,000		100.00			30,000	15	150 DB MQ	1.25		375	375	
	Totals		98,550					98,550				2,400	6,325	8,725	

Land Amount
Net Depreciable Cost 98,550

PY 6,000

CY 179 and CY Bonus
TOTAL CY Depr including 179/bonus 6,325

ST ADJ:

R-1992

DEF-000206

1120S TAX RETURN COMPARISON
2015 / 2016 / 2017

2017

Name(s) as shown on return: TNW and More LLC

Identifying number: 81-3195334

Income	2015 FEDERAL	2016 FEDERAL	2017 FEDERAL	DIFFERENCE BETWEEN 2016 & 2017
Net receipts				
Cost of goods sold			9,351	9,351
Gross profit			(9,351)	(9,351)
Net gain/loss from 4797				
Other income				
Total income			(9,351)	(9,351)
Deductions				
Compensation of officers				
Salaries and wages				
Repairs and maintenance		4,007	48,473	44,466
Bad debts				
Rents				
Taxes and licenses			513	513
Interest			1,229	1,229
Net depreciation		12,000	61,982	49,982
Depletion				
Advertising				
Pension, profit-sharing				
Employee benefits				
Other deductions		11,523	19,635	8,112
Total deductions		27,530	131,832	104,302
Ordinary business income(loss)		(27,530)	(141,183)	(113,653)
Tax				
Total tax				
Payments				
Estimated taxes paid				
Total payments line 23d				
Results				
Amount owed				
Overpayment				
Applied to estimate				
Refund				

SCHEDULE K - Shareholder's Share Items

Income	2015	2016	2017	DIFFERENCE
Ordinary business income (loss)		(27,530)	(141,183)	(113,653)
Net rental real estate income (loss)				
Other net rental income (loss)				
Interest income				
Ordinary dividends				
Qualified dividends				
Royalties				
Net short-term capital gain (loss)				
Net long-term capital gain (loss)				
Collectibles (28%) gain (loss)				
Unrecaptured section 1250 gain				
Net section 1231 gain (loss)				
Other income (loss)				

Name(s) as shown on return: TNW and More LLC

Identifying number: 81-3195334

Deductions	2015 FEDERAL	2016 FEDERAL	2017 FEDERAL	DIFFERENCE BETWEEN 2016 & 2017
Section 179 deduction				
Contributions				
Investment interest expense				
Section 59(e)(2) expenditures				
Other deductions				
Credits				
Low-income housing credit (section 42(j)(5))				
Low-income housing credit (other)				
Qualified rehabilitation expenditures (rental real estate)				
Other rental real estate credits				
Other rental credits				
Credit for alcohol used as fuel				
Other credits				
Foreign Transactions				
Gross income from all sources				
Gross income sourced at shareholder level				
Foreign gross income sourced at corporate level				
Passive category				
General categories				
Other				
Deductions allocated and apportioned at shareholder level				
Interest expense				
Other				
Deductions allocated / apportioned at corp. level to foreign source inc.				
Passive category				
General categories				
Other				
Total foreign taxes paid or accrued				
Reduction in taxes available for credit				
Alternative Minimum Tax (AMT) items				
Post-1986 depreciation adjustment				
Adjusted gain or loss				
Depletion				
Oil, gas, and geothermal properties - gross income				
Oil, gas, and geothermal properties - deductions				
Other AMT items				
Items Affecting Shareholder Basis				
Tax-exempt interest income				
Other tax-exempt income				
Nondeductible expenses				
Property distributions				
Repayment of loans from shareholders				
Other information				
Investment income				
Investment expenses				
Dividend distributions paid from accum earnings and profits				

RESIDENT STATE		SC	SC	
Taxable income				
Total tax				
Overpayment				
Balance due		25		(25)
	2015	2016	2017	DIFFERENCE

1120SEF	EF Transmission Status (Keep for your records)	2017

Name(s) as shown on return: TNW and More LLC

EIN number: 81-3195334

The following will be transmitted to the IRS. ☐ 1120S ☐ 7004 ☐ Amended ☐ Reserved

The following state returns will be transmitted:

The following returns have been suppressed or are not eligible and will NOT be transmitted.

SC1120S

EF Notes

Federal return has a MESSAGE PAGE.

FOR TAX YEAR 2018

TNW AND MORE LLC

Bryant Accounting & Tax Service Inc

112 Ye Olde Kings Hwy

North Myrtle Beach, SC 29582

(843)249-7818

Bryant Accounting & Tax Service Inc

112 Ye Olde Kings Hwy
North Myrtle Beach, SC 29582
kim@bryantaccountingtax.com
Phone: (843)249-7818 | Fax: (910)401-1351

March 30, 2021

TNW and More LLC
3522 Golf Ave
Little River, SC 29566

Subject: Preparation of 2018 Tax Returns

TNW and More LLC:

Thank you for choosing Bryant Accounting & Tax Service Inc to assist with the 2018 taxes for TNW and More LLC. This letter confirms the terms of the engagement and outlines the nature and extent of the services we will provide.

We will prepare the 2018 federal and state income tax returns for TNW and More LLC. We will depend on management to provide the information we need to prepare complete and accurate returns. We may ask management to clarify some items but will not audit or otherwise verify the data submitted.

We will perform accounting services only as needed to prepare the tax returns. Our work will not include procedures to find defalcations or other irregularities. Accordingly, our engagement should not be relied upon to disclose errors, fraud, or other illegal acts, though it may be necessary for management to clarify some of the information submitted. We will inform management of any material errors, fraud, or other illegal acts we discover.

The law imposes penalties when taxpayers underestimate their tax liability. Call us if there are any concerns about such penalties.

Should we encounter instances of unclear tax law, or of potential conflicts in the interpretation of the law, we will outline the reasonable courses of action and the risks and consequences of each. We will ultimately adopt, on the behalf of TNW and More LLC, the alternative selected by management.

Our fee will be based on the time required at standard billing rates plus out-of-pocket expenses. Invoices are due and payable upon presentation. To the extent permitted by state law, an interest charge may be added to all accounts not paid within thirty (30) days.

We will return the original records to management at the end of this engagement. These records, along with all supporting documents, canceled checks, etc., should be securely stored, as these items may later be needed to prove accuracy and completeness of a return. We will retain copies of the records and our work papers for the engagement for seven years, after which these documents will be destroyed.

Our engagement to prepare the 2018 tax returns will conclude with the delivery of the completed returns to management (if paper-filing) or with the tax matters partner's signature and our subsequent submittal of the tax return (if e-filing). If management has not selected to e-file the returns with our office, management will be solely responsible to file the returns with the appropriate taxing authorities. The officer signing the tax return should review all tax-return documents carefully before signing them.

To affirm that this letter correctly summarizes the arrangements for this work, sign the enclosed copy of this letter in the space indicated and return it to us in the envelope provided.

Thank you for the opportunity to be of service. For further assistance with your tax needs, contact our office at (843)249-7818.

Sincerely,

Kimberly Bryant
Bryant Accounting & Tax Service Inc

Accepted By:

Officer

Date

Bryant Accounting & Tax Service Inc

112 Ye Olde Kings Hwy
North Myrtle Beach, SC 29582
kim@bryantaccountingtax.com
Phone: (843)249-7818 | Fax: (910)401-1351

March 30, 2021

TNW and More LLC
3522 Golf Ave
Little River, SC 29566

TNW and More LLC:

Enclosed is the 2018 Form 1120S, U.S. Income Tax Return for an S Corporation, prepared for TNW and More LLC from the information provided. This return will be e-filed with the IRS once we receive a signed Form 8879-S, IRS e-file Signature Authorization for Form 1120S.

The corporation's federal return reflects neither a refund nor a balance due.

Enclosed is the 2018 South Carolina Income Tax return, prepared for TNW and More LLC from the information provided. Mail the signed and dated original on or before March 15, 2019, to the following address:

SC Department of Revenue
Corporate Taxable
Columbia, SC 29214-0030

The corporation's South Carolina Income Tax return reflects a balance due of $25.

Check the state's website for electronic payment options available. If not paying electronically, mail your payment to the following address:

SC Department of Revenue
Corporate Voucher
PO Box 100153
Columbia, SC 29202
(Payable to SC Department of Revenue)

Also enclosed are letters to the shareholders and their copies of the Schedule K-1, to be distributed to the shareholders.

Thank you for the opportunity to be of service. For further assistance with your tax needs, contact our office at (843)249-7818.

Sincerely,

Kimberly Bryant
Bryant Accounting & Tax Service Inc

Bryant Accounting & Tax Service Inc

112 Ye Olde Kings Hwy
North Myrtle Beach, SC 29582
kim@bryantaccountingtax.com
Phone: (843)249-7818 | Fax: (910)401-1351

Customer Name	Customer Information	
TNW and More LLC 3522 Golf Ave Little River, SC 29566	Invoice #:	
	Date:	March 30, 2021
	Phone:	(843)249-7818
	E-mail:	

Your 2018 tax return was prepared by Kimberly Bryant.

Description		Fee
Federal And Supplemental Forms		
Form 1120S	U.S. S Corp Income Tax Return, page 1	
Form 1120S pg 2	U.S. S Corp Income Tax Return, page 2	
Form 1120S pg 3	U.S. S Corp Income Tax Return, page 3	
Form 1120S pg 4	U.S. S Corp Income Tax Return, page 4	
Form 1120S pg 5	U.S. S Corp Income Tax Return, page 5	
Schedule K-1	Shareholder's Share of Income	
Schedule K-1	Shareholder's Share of Income	
Schedule K-1	Shareholder's Share of Income	
Form 1125-A	Cost of Goods Sold	
Form 4562	Depreciation and Amortization	
Form 8879-S	E-File Signature Authorization for 1120S	
FED DEPR Schedule	Federal Depreciation Schedule	
Next Year Depr	Next Year Depreciation Schedule	
ST DEPR Schedule	State Depreciation Schedule	
Wks Tax/Lic	Taxes and Licenses Worksheet	
Statement 1120S	Form 1120S - Itemized Other Deduction	
Comparison	Tax Year Comparison Sheet	
EF Notice	General Information for Electronic Filing	
K-K1 Comparison	Comparison of Schedule K to K-1	
Wks QBI	Qualified Business Income Worksheet	
K-1 Wks QBI	Qualified Business Income Wks for Shareholders	
K-1 Wks QBI	Qualified Business Income Wks for Shareholders	
K-1 Wks QBI	Qualified Business Income Wks for Shareholders	
South Carolina Forms		
SC 1120S PG 1	S Corporation Income Tax Return page 1	
SC 1120S PG 2	S Corporation Income Tax Return page 2	
SC 1120S PG 3	S Corporation Income Tax Return page 3	
SC 1120S PG 4	S Corporation Income Tax Return page 4	
SC 1120S PG 5	S Corporation Income Tax Return page 5	
SC 1120S PG 6	S Corporation Income Tax Return page 6	
SC 1120S PG 7	S Corporation Income Tax Return page 7	
SC SCH-K1	Shareholder's Share of Income, Credits, etc.	
SC SCH-K1	Shareholder's Share of Income, Credits, etc.	
SC SCH-K1	Shareholder's Share of Income, Credits, etc.	
SC 1120V	Business Payment Voucher	
SC 4562	State 4562/Gain/DepDif	
SC 4562	State 4562/Gain/DepDif	