RECEIVED
Jun 19 2026
SC Court of Appeals

EXHIBIT B

ELECTRONICALLY FILED - 2026 May 22 10:09 AM - GREENVILLE - COMMON PLEAS - CASE#2025CP2305922

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

Case No. 2025-CP-23-05922

Four Alexander, LLC,

Plaintiffs,

vs.

CHPL Real Estate LLC and BPCH, LLC,

Defendants.

ORDER DENYING DEFENDANTS' MOTION TO ALTER OR AMEND MASTER IN EQUITY'S ORDER AND JUDGMENT OF FORECLOSURE AND SALE

This matter is before me on Defendants' Motion to Alter or Amend this Court's Order and Judgment of Foreclosure and Sale entered on May 12, 2026 (the "Order"). Defendants CHPL Real Estate LLC ("CHPL") and Matthew McPheely ("McPheely") (collectively the "Defendants") moved this Court to alter or amend the Order, pursuant to Rule 59(e), SCRCP, with respect the findings as to the standing of the Plaintiff to foreclose, the amount of the debt, and whether or not Plaintiff is entitled to attorneys' fees.

As to the Plaintiff's standing, the Court finds that Plaintiff presented unrebutted testimony that it is the current holder of the Note and Mortgage, and has standing to foreclose. Defendants admit that they executed the Note and Mortgage and admit making payments until December 2024 to Dogwood State Bank, the successor to the original lender on the loan. They did not present any evidence that anyone other than Plaintiff has made any attempt to collect the subject debt. Further, Defendants presented evidence of communications with Dogwood State Bank concerning the loan, further evidencing Defendants' admission that Dogwood State Bank was the real party in interest prior to assigning the subject loan documents to Plaintiff. Based on the testimony provided, the

Court finds its original ruling that Plaintiff has standing to foreclose correct and declines to alter or amend that finding.

As to the amount owed, Plaintiff presented a payment history of all payments made on the Note. Defendants did not dispute that the payment history accurately reflected all of the payments made on the Note. Further, Matt McPheely, who testified on behalf of CHPL, admitted that he did not dispute the amount owed in his deposition and at trial. Defendants also did not present any relevant or compelling evidence to rebut Plaintiff's testimony as to the amount of the debt and the manner in which it was calculated. While there was lengthy examination about the interest rates charged, Plaintiff demonstrated that the interest rate was changed and charged in accordance with various amendments and renewals to the original Note. Further, CHPL admits signing each of the renewals to the Note, which acknowledged the amount owed as of the date of those loan documents. The Court finds no basis to alter or amend its finding as to the amount of the debt due on the Note.

Finally, as to attorneys' fees, the Court finds that issue was fully argued and presented, and correctly ruled upon by the Court. The loan documents provide for the recovery of attorneys' fees and costs, and the attorneys' fees and costs presented were reasonable and appropriately awarded under South Carolina law.

Based on the foregoing, the Court finds no basis to alter or amend its Order in this case, and Defendants' Motion is DENIED.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW

ELECTRONICALLY FILED - 2026 May 22 10:09 AM - GREENVILLE - COMMON PLEAS - CASE#2025CP2305922

Greenville Common Pleas

Case Caption: Four Alexander Llc vs. Chpl Real Estate Llc , defendant, et al

Case Number: 2025CP2305922

Type: Master/Order/Other

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)

Electronically signed on 2026-05-22 08:33:03 page 3 of 3

ELECTRONICALLY FILED - 2026 May 22 10:09 AM - GREENVILLE - COMMON PLEAS - CASE#2025CP2305922