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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Donald B. Hocker, Circuit Judge

Appellate Case No. 2022-000704

South Carolina Community Bank,.....Respondent,

v.

Salon Proz, LLC, Columbia Empowerment Zone, Inc. d/b/a The Columbia
Empowerment Zone, and Frank Mitchell, Defendants,

Of whom Salon Proz, LLC is the.....Appellant.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) IN THE COURT OF COMMON PLEAS

SOUTH CAROLINA COMMUNITY BANK)
)
 Plaintiff)
)
 vs.)
)
 SALON PROZ, LLC; COLUMBIA)
 EMPOWERMENT ZONE, INC, dba)
 THE COLUMBIA EMPOWERMENT ZONE)
 and FRANK MITCHELL)
)
 Defendant)

ORDER
 2011-CP-40-07187

The Order of Judge Alison Lee, dated October 1, 2020, is incorporated herein by reference in full.

The Order of this Court, dated November 5, 2021, is incorporated herein by reference in full.

This matter came before this Court initially on January 28, 2022 in Newberry but was continued after the Court realized that not enough time was allotted for the hearing. It was continued and heard by this Court on February 8, 2022. The Plaintiff filed Plaintiff's Motion to Enforce Prior Orders of the Court, For Contempt, and to Strike Counterclaim. Testimony was taken from the Receiver, Christopher Twitty, and from the Managing Partner, Yvonne Jones of Salon Proz, LLC. The Court took argument from counsel and reviewed various documents as well as an Affidavit submitted by Ms. Jones. The Court also had an in-chambers meeting with the lawyers. Billy McGee represents the Plaintiff and Drew Radeker represents the Defendant, Salon Proz. Subsequent to the hearing, Plaintiff's counsel submitted an Attorney's Fees and Costs Affidavit as well as the Receiver submitting an Affidavit for Fees and Costs.

The Plaintiff basically maintains that the Defendant, Salon Proz, LLC., has failed to comply with the Order of Judge Lee and the Order of this Court. The testimony of the Receiver supported the Plaintiff's position. Quite frankly, the testimony of Ms. Jones was not credible other than her admission

that she in fact did collect some rent herself in order to "pay bills."¹ The Court at the conclusion of the hearing ordered from the Bench:

1. That it was inclined to order attorney's fees and receiver fees to be paid by Ms. Jones upon receipt of Affidavits;
2. That the Defendant's Counterclaim would be stricken;
3. That the case needed to be referred to the Master-In-Equity as soon as possible;²
4. That 100% of rent payments be made to the Receiver;
5. That the Court was encouraging refinancing;

That based upon the above, it is

HEREBY ORDERED:

1. That the Defendant, Salon Proz, LLC., and its managing partner, Yvonne Jones, have willfully failed to comply with the above two Orders. Because there has not been a filing and service of a Rule to Show Cause, this Court is not going to make a finding of contempt but will sanction the Defendant and its managing partner for non-compliance of the above two Orders. The sanctions imposed is that the Defendant, Salon Proz, LLC., and its managing partner, Yvonne Jones, are jointly and individually liable for the payment of attorney's fees/costs, in the amount of \$8,531.57 and payment of receiver fees of \$10,292.00. These fees are to be paid within forty-five (45) days from the date of this Order;

2. That on the issue of granting Plaintiff's request to strike the Counterclaims from the Answer, the Court requests that Plaintiff's counsel submit a proposed Order for the Court's consideration (Note: The Court has not decided for sure to grant this request notwithstanding what the Court ruled from the Bench);

¹ Subsequent to the hearing, counsel for the Plaintiff emailed the Court on March 11, 2022, and informed the Court that in fact Ms. Jones had not provided the Receiver with the keys, leases, and other documents, and continues to collect rent from the tenants.

² This foreclosure case is 11 years old and no mortgage payments have been made.

3. That this case is referred to the Richland County Master-In-Equity for hearing and disposition as soon as possible;

4. That all rental payments from this date forward shall be paid to the Receiver and there shall be no interference by the Defendant and its managing partner;

5. That if the Defendant and its managing partner has collected any rent since the hearing of February 8, 2022 then the same shall be reimbursed to the Receiver within fifteen (15) days from the date of this Order;

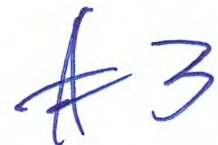
6. That refinancing is encouraged.



DONALD B. HOCKER
CIRCUIT COURT JUDGE

Laurens, South Carolina

Date: 3-17-22



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	
 South Carolina Community Bank,	)	Civil Action No. 2011-CP-40-07187
	)	
Plaintiff,	)	
	)	
vs.	)	<u>ORDER STRIKING DEFENDANT</u>
	)	<u>SALON PROZ, LLC'S</u>
Salon Proz, LLC, Columbia Empowerment	)	<u>COUNTERCLAIMS</u>
Zone, Inc. d/b/a The Columbia	)	
Empowerment Zone and Frank Mitchell,	)	
	)	
Defendants.	)	
	)	

This matter comes before the Court by way of Plaintiff's Motion to Enforce Prior Orders of the Court, for Contempt, and to Strike Defendant Salon Proz, LLC's Counterclaims. A hearing was held in Laurens County, South Carolina on February 28, 2022. A written order from the hearing was issued on March 17, 2022, instructing Plaintiff's counsel to prepare a separate order on the issue of striking Defendant's Counterclaims. All other issues from Plaintiff's Motion have been addressed in the March 17, 2022 Order. Based on the submissions before the Court, oral argument from counsel of record, and testimony of the Court-appointed Receiver Christopher Twitty and the Managing Partner of Salon Proz, LLC, Yvonne Jones, this Court finds that Defendant's counterclaims against Plaintiff should be stricken.

ALLEGATIONS

1. This action arises upon allegations that on July 16, 2009, Defendant Salon Proz, LLC ("Defendant") executed a Note in which it promised to repay the sum of Eight Hundred Sixty-Four Thousand and 00/100 (\$864,000.00), which was secured by a mortgage executed by Defendant, covering real property located at 2901 Two Notch Road, Columbia, SC (the

“Mortgage”); and that Defendant defaulted on the payment obligations under the Note and Mortgage.

2. Plaintiff instituted the current action for foreclosure by filing the Complaint on October 26, 2011.

3. In response, on November 23, 2011, Defendant served a pleading captioned as an “Answer and Counterclaim,” which asserted claims against Plaintiff for (1) Breach of Implied Covenant of Good Faith and Fair Dealing; (2) Slander of Title; (3) Usury Law; (4) Predatory Lending; and (5) Unclean Hands.

4. The parties were previously before this Court and an Order of Appointment was issued by the Honorable Alison Renee Lee on October 1, 2020. The Order of Appointment provided that Christopher Twitty would be appointed as receiver to take charge of the real property, which is subject of this action, and to collect rents, debts, and fees pertaining to the property. Further, the Order of Appointment provided that the Receiver was to maintain all keys, books, records, indices, rental proceeds, bank accounts, funds, deposits, and other tangible items or documents involving the property.

5. Plaintiff alleges that despite repeated requests from Plaintiff’s counsel as well as the Receiver, Defendant refused to provide the Receiver with the documents, rents, and other items as requested and ordered more than one year ago. As a result of Defendant’s violation of the Order of Appointment, Plaintiff filed a Rule to Show Cause on March 10, 2021 (“RTSC”).

6. A hearing on Plaintiff’s RTSC was held before the Honorable Donald B. Hocker on October 25, 2021. On November 5, 2021, Judge Hocker issued his RTSC Order, in which he found Defendant in violation of the Order of Appointment. Judge Hocker further ordered Defendant to fully comply with the Order of Appointment within 30 days, or by December 6, 2021.

7. In its present Motion, Plaintiff alleged that Defendant has continued to violate both the Order of Appointment and the RTSC Order.

8. A hearing on this Motion was held on February 8, 2022. At the hearing, Receiver Twitty testified that Defendant Jones is still contacting tenants, terminating lease agreements without his knowledge or consent, and not allowing him to collect all the rent. He further testified that Defendant Jones has not provided all of the properties keys or documents required under the Order of Appointment and RTSC Order.

9. Plaintiff alleges that Defendant's continuing violations of the Court's Orders have severely prejudiced Plaintiff's fundamental ability to defend itself against Defendant's counterclaims.

10. On March 17, 2022, Judge Hocker issued an Order finding that Defendant Salon Proz, LLC, and its managing partner, Yvonne Jones, have willfully failed to comply with the Order of Appointment and RTSC Orders. The Court imposed sanctions for this failure and ordered that Salon Proz, LLC, and its managing partner, Yvonne Jones, are jointly and individually liable for the payment of attorney's fees/costs in the amount of \$8,351.57 and payment of Receiver fees in the amount of \$10,292.00, to be paid within forty-five (45) days of the Order. The Court further ruled that (1) the case would be referred to the Richland County Master-in-Equity; (2) that all rental payments from the date of the Order shall be paid to the Receiver with no interference by the Defendant and its managing partner; and (3) that if Defendant and its managing partner has collected any rent since the February 8, 2022 hearing that those shall be reimbursed to the Receiver within fifteen (15) days of the Order.

CONCLUSIONS OF LAW

11. “The power to punish for contempt is inherent in all courts. Its existence is essential to the preservation of order in judicial proceedings, and to the enforcement of the judgments, orders, and writs of the courts, and consequently to the due administration of justice.” *McLeod v. Hite*, 272 S.C. 303, 251 S.E.2d 746 (1979); *State v. Goff*, 228 S.C. 17, 88 S.E.2d 788 (1955). The imposition of sanctions “is generally entrusted to the discretion of the trial court.” *QZO, Inc. v. Moyer*, 358 S.C. 246, 255, 594 S.E.2d 541, 546 (Ct. App. 2004).

12. "It is well settled that contempt results from willful disobedience of a court order; and before a person may be held in contempt, the record must be clear and specific as to acts or conduct upon which the contempt is based." *State v. Bevilacqua*, 316 S.C. 122, 129, 447 S.E.2d 213, 217 (Ct. App. 1994)(citing *Whetstone v. Whetstone*, 309 S.C. 227, 420 S.E.2d 877 (Ct. App. 1992)). When appropriate, sanctions may include the striking of party’s pleadings. *See e.g. QZO, Inc. v. Moyer*, 358 S.C. 246 (Striking Defendant’s Answer as a sanction for violating a temporary restraining order). When a sanction “would be tantamount to granting a judgment by default, the moving party must show bad faith, willful disobedience or gross indifference to its rights to justify the sanction.” *Griffin Grading & Clearing, Inc. v. Tire Serv. Equip. Mfg. Co.*, 334 S.C. 193, 198-99, 511 S.E.2d 716, 719 (Ct.App.1999)

13. In the case at bar, this Court finds that Defendant Salon Proz, LLC and its managing partner, Yvonne Jones, have willfully failed or refused to comply with the Order of Appointment and RTSC Order. This finding is consistent with prior rulings of this Court. The continued failure or refusal to comply with the orders is sufficient to justify the striking of Defendant Salon Proz, LLC’s counterclaims against the Plaintiff. This case has been pending for nearly 11 years and no

mortgage payments have been made in that time. Defendant has had ample opportunity to comply with this Court's orders.

14. Defendant's actions or inaction has caused Plaintiff prejudice by hindering its fundamental ability to defend against the counterclaims. Moreover, Plaintiff has had to expend substantial time, fees, and costs to seek Defendant's compliance with the Court Orders. Plaintiff has proven that court orders and awards of fees and costs are insufficient remedies for Defendant's actions.

NOW, THEREFORE, the Court concludes that, based on the arguments and testimony before the Court, it is appropriate to grant Plaintiff's Motion to Strike Defendant's Counterclaims. The Court hereby **GRANTS** Plaintiff's Motion and **DISMISSES** and **STRIKES** Defendant's counterclaims against Plaintiff, with prejudice.

AND IT IS SO ORDERED.

[Judge's signature page to follow]



Richland Common Pleas

Case Caption: South Carolina Community Bank vs Salon Proz LLC , defendant, et al

Case Number: 2011CP4007187

Type: Order/Other

Circuit Court Judge

s/Donald B. Hocker, Judge Code 2167

Electronically signed on 2022-03-29 09:13:29 page 6 of 6

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
 FOR THE FIFTH JUDICIAL CIRCUIT

South Carolina Community Bank,)
)

Plaintiff,)

vs.)

Salon Proz, LLC, Columbia Empowerment)
 Zone, Inc. d/b/a The Columbia)
 Empowerment Zone and Frank Mitchell,)

Defendants)

Civil Action No. 2011-CP-40-07187

**ORDER DENYING MOTION TO
 RECONSIDER MARCH 22 AND
 MARCH 29, 2022 ORDERS**

This matter is before the Court on Defendant Salon Proz, LLC's ("Defendant") Motion to Reconsider March 22 and March 29, 2022 Orders.

After review of the filings by both parties, this Court finds no basis to reconsider the March 22 and March 29, 2022 Orders. Accordingly, the Court **DENIES** Defendant's Motion to Reconsider March 22 and March 29, 2022 Orders and, therefore, the rulings and deadlines set forth in the March 22 and March 29, 2022 Orders are **AFFIRMED**.

AND IT IS SO ORDERED.

[Judge's signature page to follow]



Richland Common Pleas

Case Caption: South Carolina Community Bank vs Salon Proz LLC , defendant, et al

Case Number: 2011CP4007187

Type: Order/Other

Circuit Court Judge

s/Donald B. Hocker, Judge Code 2167

Electronically signed on 2022-05-17 12:39:13 page 2 of 2

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	
South Carolina Community Bank,	)	Docket No. 2011-CP-40-07187
	)	
Plaintiff,	)	
	)	ORDER
vs.	)	
	)	
Salon Proz, LLC, Columbia	)	
Empowerment Zone, Inc. d/b/a The	)	
Columbia Empowerment Zone, and	)	
Frank Mitchell,	)	
	)	
Defendant.	)	
_____	)	

This matter comes before the Court on Plaintiff South Carolina Community Bank's Motion to Appoint Receiver filed on July 25, 2017. Plaintiff requests appointment of a receiver, pursuant to South Carolina Rules of Civil Procedure (SCRCP) Rule 66. Plaintiff seeks to foreclose on the property at 2901 Two Notch Road, Columbia, South Carolina. Defendant Salon Proz ("Defendant") is the owner of the property and allegedly executed a promissory note and mortgages on the property. Plaintiff seeks to foreclose on the property based upon the first promissory note and mortgage executed by Yvonne Jones ("Jones"), as Managing-Member of Defendant. Plaintiff alleges Defendant defaulted on the note by failing to make payments. See Plaintiff Exhibit E, Affidavit of Reggie Webber.

Plaintiff contends, based on the agreements, Defendant consented to the appointment of a receiver in the event of a default. The loan documents establish Plaintiff's right to the property and its right to protect the income of the property from being lost, materially injured, or impaired. Plaintiff further alleges Defendant failed to pay the property taxes and maintain adequate insurance on the property for eight years. Plaintiff paid the property taxes and insurance during that time. Plaintiff therefore, claims the property is in danger of being lost or materially injured or impaired, and appointment of a receiver is necessary to account for rents and profits owed, ensure the timely payment of taxes and insurance, and to inspect the condition of the Property.

There is a dispute between the parties of whether Defendant signed the first note. Defendant argues Jones did not sign the first note, and therefore the initial mortgage is invalid.¹ Defendant states the Commercial Line of Credit and Note, which appears to be a form created by Plaintiff, was the first note. See Affidavit of Yvonne Jones.

Additionally, Defendant argues the failure to pay taxes and insurance on the property does not amount to an immediate injury. However, Defendant claims the parties agreed Plaintiff would be responsible for paying the taxes and insurance. See Defendant's Exhibit A and B. Therefore, Plaintiff caused the immediate injury by failing to pay the taxes and insurance. Defendant also argues the appointment of a receiver is not necessary.

A judge may appoint a receiver, "[b]efore judgment, on the application of either party, when he establishes an apparent right to property which is the subject of the action and which is in the possession of an adverse party and the property, or its rents and profits, are in danger of being lost or materially injured or impaired, except in cases when judgment upon failure to answer may be had without application to the court." S.C. Code Ann. § 15-65-10(1); see *Andrick Dev. Corp. v. Maccaro*, 280 S.C. 103, 106, 311 S.E.2d 95, 97 (Ct. App. 1984). The appointment of a receiver is within the discretion of the circuit judge. *Midlands Util., Inc. v. S.C. Dep't of Health & Env't'l. Control*, 301 S.C. 224, 228, 391 S.E.2d 535, 538 (1989).

Based on the evidence in the record, appointment of a receiver is appropriate and necessary in this matter. Plaintiff has made a prima facie showing of an apparent right to the property, which is the subject of the action, and is in the possession of an adverse party. Plaintiff produced a signed Note with the same provisions as the Mortgage. Both documents were signed on the same day. The affidavit of Reginald Webber, Vice President of Optus Bank², indicates the Bank relies on the U.S. Small Business Administration Note ("SBA Loan"), signed July 16, 2009, as being the first note. See Plaintiff Exhibit A. This document describes the same agreement detailed in the mortgage also signed on July 16, 2009. See Plaintiff Exhibit B. Plaintiff has shown at least an apparent right to the property despite the dispute over which note prevails.

Plaintiff has also shown the property is in danger of being lost or materially injured or impaired. Failing to pay the taxes and insurance may result in both parties losing ownership of the

¹ There is a second note and mortgage on the property between the same parties for a different amount. Plaintiff is not seeking to foreclose on that mortgage and neither party disputes its validity.

² Optus Bank was previously South Carolina Community Bank. South Carolina Community Bank was the name of the company at the time of the agreement. See Plaintiff Exhibit E.

property. Based evidence in the record, there is nothing suggesting the parties agreed Plaintiff would pay the taxes and insurance. Plaintiff is currently paying the taxes and insurance due to Defendant failing to make the payments. The risk of losing the property based upon Defendant failing to make payments under the Note constitutes an immediate injury.

Therefore, **IT IS ORDERED**, the Motion to Appoint Receiver is **GRANTED**. D. Christopher Twitty is appointed receiver to take charge of the real property, which is subject of this action and to collect rent, debts, and any fees pertaining to the property. The Receiver is to take charge of the property including the building used for a hair and nail salon. The Receiver will maintain all keys, books, records, indicies, rental proceeds, bank accounts, funds, deposits, and other tangible items or documents involving the property. The Receiver is entitled to appropriate compensation based on a percentage of gross rental and usage proceeds collected.

The parties may confer to agree on any additional duties or responsibilities of the receiver, or to appoint a different receiver than Twitty. If so, parties must consent in writing and provide notice to this Court no later than Monday October 12, 2020, at 12:00 noon.

AND IT IS SO ORDERED.

[Electronic Signature to Follow]



Richland Common Pleas

Case Caption: South Carolina Community Bank vs Salon Proz LLC , defendant, et al

Case Number: 2011CP4007187

Type: Order/Appointment of Receiver

IT IS SO ORDERED!

s/ Alison Renee Lee, Chief Administrative Judge
for 2020

Electronically signed on 2020-10-02 13:04:45 page 4 of 4

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STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-40-07187

South Carolina Community Bank,

Plaintiff,

vs.

**Salon Proz, LLC, Columbia
Empowerment Zone, Inc. d/b/a The
Columbia Empowerment Zone, and
Frank Mitchell,**

Defendants.

**ORDER NOTING
BANKRUPTCY STAY**

Defendant Salon Proz, LLC has filed for bankruptcy protection. Accordingly, it is therefore hereby noted and ORDERED that the proceedings in the above-captioned action are stayed.

And IT IS SO ORDERED.

THE HONORABLE L. CASEY MANNING
CHIEF ADMINISTRATIVE JUDGE
FIFTH JUDICIAL CIRCUIT

_____, 2021

Columbia, South Carolina



Richland Common Pleas

Case Caption: South Carolina Community Bank vs Salon Proz LLC , defendant, et al

Case Number: 2011CP4007187

Type: Order/Stay

So Ordered

s/L. Casey Manning, 2061

Electronically signed on 2021-03-24 14:18:23 page 2 of 2



Richland Common Pleas

Case Caption: South Carolina Community Bank vs Salon Proz LLC , defendant, et al

Case Number: 2011CP4007187

Type: Order/Lift Automatic Stay

So Ordered

s/L. Casey Manning, 2061

Electronically signed on 2021-08-31 13:38:45 page 2 of 2

ELECTRONICALLY FILED - 2021 Aug 31 2:20 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4007187

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND)

South Carolina Community Bank,) Civil Action No. 2011-CP-40-07187

Plaintiff,

VS.

ORDER

Salon Proz, LLC, Columbia Empowerment
Zone, Inc. d/b/a The Columbia
Empowerment Zone and Frank Mitchell,

Defendants

This matter comes before the Court by way of Plaintiff's Petition for a Rule to Show Cause ("Petition") filed on March 10, 2021. A video hearing was held on October 25, 2021 and all parties who attended were afforded the opportunity to present arguments and evidence. The Court has reviewed the filings and this matter is now ripe for a decision.

In its Petition, Plaintiff seeks an order directing Defendant Salon Proz, LLC (“Salon Proz” or “Defendant”) to fully comply with a March 2, 2020, Order issued by Judge Alison Lee appointing Christopher Twitty as a receiver and requiring Defendant to provide documents and information to Mr. Twitty (the “Order”).

Judge Lee's Order provides, in part:

The receiver is to take charge of the property including the building used for a hair and nail salon. The Receiver will maintain all keys, books, records, indices, rental proceeds, bank accounts, funds, deposits and other tangible items or documents involving the property.

Order at p.3. After the Order was entered, Defendant failed to provide all of the documents and information listed therein. Accordingly, after consulting with the Receiver, counsel for Plaintiff made

repeated requests for Defendant to comply with the Order. See Petition, Ex. B. When Defendant did not comply with the repeated requests, Plaintiff filed its Petition on March 10, 2021.

After the Order was entered but prior to the hearing of this matter on October 25, 2021, Defendant provided a few additional documents; however, the Receiver confirms that he has still not been provided with a substantial amount of documents and information both he and Plaintiff's counsel have requested from Defendant. Specifically, the Receiver has not yet received the following:

1. Historical rent rolls, rental agreements, and accounting of all tenants, rent received, and where rent payments went for the time period preceding the Order;
2. Keys to all areas of the property;
3. All current leases not yet provided;
4. All rental payments received since October 2, 2020 and documents related to where payments were deposited, otherwise negotiated, or spent; and
5. All documents related to any bank account(s) owned, used, or accessible by Defendant. Moreover, as set forth on page 2 of the Order, Defendant is to immediately transfer access and oversight of the aforementioned accounts to the Receiver, provide a copy of the Order to the bank where any account is held, and facilitate Receiver's ability to exercise control over the account.

Based on the filings and evidence properly before the Court, I find that the Defendant has failed to comply with Judge Lee's March 2, 2020 Order. I further find that Defendant shall have 30 days from the date of this Order to provide the above documents and information and complete the associated arrangements with any bank. Defendant and Defendant's counsel shall provide copies of all such documents and communications to Plaintiff's attorney as well.

Also, because the Receiver has not been able to recover rents and other proceeds at this time, he has requested that the Court order Defendant to make arrangements so that he can be paid for his work. Defendant's obligation to compensate the Receiver is expressly provided for in Judge Lee's Order. However, this Court will hold in abeyance its ruling on the details of the Receiver's compensation until Defendant has fully complied with her obligations set forth above.

Once this has been done, counsel for Plaintiff shall notify the Court and seek further instructions on how to proceed with seeking this relief. Alternatively, if Defendant has not complied with this Order by the deadline set above, Plaintiff's counsel shall promptly notify the Court so that it can take further action.

Lastly, in its Petition, Plaintiff also requested its attorneys' fees and costs associated with the enforcement of the Order from the preparation and filing of the Petition through Defendant's full compliance with same. As with the Receiver's fees and costs, the Court holds this matter in abeyance under the same conditions as described above.

AND IT IS SO ORDERED.

[Judge's signature page to follow]



Richland Common Pleas

Case Caption: South Carolina Community Bank vs Salon Proz LLC , defendant, et al

Case Number: 2011CP4007187

Type: Order/Rule To Show Cause

Circuit Court Judge

s/Donald B. Hocker, Judge Code 2167

Electronically signed on 2021-11-04 16:15:29 page 4 of 4

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

South Carolina Community Bank

Plaintiff(s)

vs.

Salon Proz, LLC, Columbia Empowerment
Zone, Inc. d/b/a The Columbia Empowerment
Zone and Frank Mitchell,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

_____-CP-_____-

(Please Print)

Submitted By: S Nelson Weston, Jr / Charles J. Webb

Address: c/o Richardson Plowden & Robinson, PA
1900 Barnwell Street, Columbia, SC 29201

SC Bar #: 12902 / 73757

Telephone #: 803-771-4400

Fax #: 803-779-0016

Other:

E-mail: nweston@richardsonplowden.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings on other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

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

NATURE OF ACTION (Check One Box Below)

- Contracts**
- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ Employment (120)
- ☐ General (130)
- ☐ Breach of Contract (140)
- ☐ Other (199)

- Torts - Professional Malpractice**
- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)
- Previous Notice of Intent Case #
20_____-CP-_____-
- ☐ Notice/ File Med Mal (230)
- ☐ Other (299)

- Torts - Personal Injury**
- ☐ Assault/Slander/Libel (300)
- ☐ Conversion (310)
- ☐ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Other (399)

- Real Property**
- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☒ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499)

- Inmate Petitions**
- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599)

- Judgments/Settlements**
- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured
Settlement Payment Rights
Application (760)
- ☐ Other (799)

- Administrative Law/Relief**
- ☐ Reinstate Driver's License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture-Consent Order (850)
- ☐ Other (899)

- Appeals**
- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Commission
(990)
- ☐ Employment Security Comm (991)
- ☐ Other (999)

Special/Complex /Other

- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐ Medical (620)
- ☐ Other (699)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of State Depositions (650)
- ☐ Motion to Quash Subpoena in
an Out-of-County Action (660)
- ☐ Sexual Predator (510)

Submitting Party Signature: _____

Date: 10/25

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

South Carolina Community Bank,
Plaintiff,

v.

Salon Proz, LLC, Columbia Empowerment
Zone, Inc. d/b/a The Columbia
Empowerment Zone and Frank Mitchell,
Defendant(s).

COURT OF COMMON PLEAS

C/A NO:

**SUMMONS
(Non-Jury)**

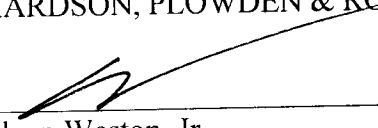
RICHLAND COUNTY
FILED
2011 OCT 26 PM 3:59
JEANETTE W. McBRIDE
C.C.P. & G.S.

TO THE DEFENDANT(S) ABOVE-NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Complaint in the above-captioned action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the subscribers at their offices located at 1900 Barnwell Street, Post Office Drawer 7788, Columbia, South Carolina 29202, within thirty (30) days after the date of such service, exclusive of the day of service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to answer the said Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an order of reference or that the Court may issue a general order of reference of this action to a master in equity/special referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

RICHARDSON, PLOWDEN & ROBINSON, P.A.


S. Nelson Weston, Jr.
Charles J. Webb
P.O. Drawer 7788
Columbia, South Carolina 29202
(803) 771-4400
ATTORNEYS FOR THE DEFENDANT

10/25, 2011

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

South Carolina Community Bank,
Plaintiff,

v.

Salon Proz, LLC, Columbia Empowerment
Zone, Inc. d/b/a The Columbia Empowerment
Zone and Frank Mitchell,
Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.:

FORECLOSURE COMPLAINT

2011 OCT 26 PM 3:59
JEANETTE W. MOBRIDE
C.C.P. & G.S.

RICHLAND COUNTY
FILED

The Plaintiff, complaining of the Defendant(s), above-named, alleges that:

1. South Carolina Community Bank is a banking institution doing business in the State of South Carolina authorized to do business under the laws of the United States of America.
2. Upon information and belief, the Defendant, Salon Proz, LLC is a limited liability company organized and existing in the State of South Carolina and doing business in the County of RICHLAND, State of South Carolina, and subject to the jurisdiction of this Court.
3. Upon information and belief, the Defendant, Columbia Empowerment Zone, Inc. d/b/a The Columbia Empowerment Zone is a corporation organized and existing in the State of South Carolina and doing business in the County of RICHLAND, State of South Carolina, and subject to the jurisdiction of this Court.
4. Upon information and belief, the Defendant, Frank Mitchell is a citizens and resident of the County of Richland, State of South Carolina, and subject to the jurisdiction of this Court.
5. The real property hereinafter described, which is the subject of this action, is situated and located in Richland County, South Carolina.

6. Heretofore, Salon Proz, LLC, (hereinafter sometimes referred to as the "Mortgagor") did on 07/16/2009, execute and deliver for value received, a Commercial Line of Credit Agreement and Note payable to the order of South Carolina Community Bank (the "Mortgagee), a copy of said Note is attached hereto as Exhibit "A" and incorporated herein by reference (the "Note") and that the Mortgagee advanced to the Mortgagor the sum of Eight Hundred Sixty Four Thousand and 00/100 (\$864,000.00) on the Note.

7. On or about 07/16/2009, Salon Proz, LLC, in order to better secure the payment of the indebtedness evidenced by said Note and according to the terms and conditions thereto, executed and delivered to South Carolina Community Bank, its successors and assigns, a Mortgage secured by the following-described real estate (the "Property"), to wit:

ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, TOGETHER WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING ON THE WESTERN SIDE OF TWO NOTCH ROAD, IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, SAID LOT BEING DESIGNATED AS 2901 TWO NOTCH ROAD, AND IS SHOWN AND DELINEATED AS 2.2965 ACRES ON A PLAT PREPARED FOR T.N., A PARTNERSHIP, BY PALMETTO ENGINEERING CO., INC., DATED DECEMBER 22, 1977, RECORDED IN THE OFFICE OF THE REGISTER OF MESNE CONVEYANCES FOR AFORESAID COUNTY IN PLAT BOOK Y AT PAGE 571; BEING MORE SPECIFICALLY SHOWN AND DELINEATED ON A PLAT PREPARED FOR PULLIUM MOTOR COMPANY, BY COX AND DINKINS, INC. DATED DECEMBER 15, 1994, AND RECORDED IN THE OFFICE OF THE RMC FOR RICHLAND COUNTY IN PLAT BOOK 55 AT PAGE 5972. THIS PARCEL MORE SPECIFICALLY SHOWN AND DELINEATED ON A ALTA/ACSM LAND TITLE SURVEY PREPARED FOR RPC PROPERTIES, LLC AND RPC HOLDINGS, LLC BY COX AND DINKINS, INC. DATED FEBRUARY 25, 2003, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY, SOUTH CAROLINA IN RECORD BOOK 770 AT PAGE 80. THIS PARCEL BEING MORE SPECIFICALLY SHOWN AND DELINEATED ON A PLAT PREPARED FOR SALON PROZ & YVONNE JONES, BY COLLINGWOOD SURVEYING, INC. DATED SEPTEMBER 7, 2008, AND RECORDED SIMULTANEOUSLY HERewith IN THE RICHLAND COUNTY ROD OFFICE; SAID PLATS ARE INCORPORATED HEREIN AND REFERENCE IS CRAVED THERETO FOR A MORE

COMPLETED AND ACCURATE DESCRIPTION OF THE METES, BOUNDS, COURSES AND DISTANCES OF THE PROPERTY CONCERNED HEREIN. BE ALL MEASUREMENTS A LITTLE MORE OR LESS.

TMS # 11613-12-32

THIS BEING THE IDENTICAL PROPERTY CONVEYED UNTO ASTAR TWO NOTCH COLUMBIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY DEED IN LIEU OF FORECLOSURE OF RCP PROPERTIES, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY DATED APRIL 18, 2007 AND RECORDED APRIL 19, 2007 IN DEED BOOK 1304, PAGE 2611 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY.

THIS BEING THE IDENTICAL PROPERTY CONVEYED TO SALON PROZ, LLC BY DEED OF ASTAR TWO NOTCH COLUMBIA, LLC DATED JUNE 2, 2009, AND RECORDED ON JULY 20, 2009 IN BOOK R1540, PAGE 508, RICHLAND COUNTY RECORDS.

8. Said Mortgage constitutes a first lien on the Property and was duly filed and recorded in the Office of the Register of Deeds for Richland County, South Carolina, on July 20, 2010, in Book 1540 at Page 510. A copy of said Mortgage, is attached hereto as Exhibit "B" and incorporated herein by reference (the "Mortgage").

9. On or about July 16, 2009, Salon Proz, LLC did execute and deliver to South Carolina Community Bank an Assignment of Rents, Leases, Profits and Security Deposits which was recorded July 20, 2009 with the Richland County Register of Deeds Office in Record Book 1540 at Page 515. A copy of said Assignment is attached hereto as Exhibit "C" and incorporated herein by reference.

10. It was agreed in said Mortgage that, should the Mortgagor default in any of the payments as therein provided, the whole amount of the debt secured by said Mortgage shall become due and payable at the election of the Mortgagee, after notice has been given to the Mortgagor. The Mortgagor failed and refused to pay to the Plaintiff the installment of principal and interest, which

became due on May 16, 2011, and has failed to make any payment since September 9, 2011.

11. Said Mortgagor further agreed that in the case of foreclosure of said Mortgage, by suit or otherwise, the Mortgagee shall recover from the Mortgagor a reasonable sum as attorneys' fees, which shall be secured by the Mortgage, and included in the judgment of foreclosure.

12. Said Mortgage further provides that said Mortgagor thereby assigned, set over, and transferred to the Mortgagee, its successors and assigns, all of the rents, issues and profits of the mortgaged premises, including those past due, upon acceleration of payment of all sums secured by the Mortgage.

13. The said Mortgage further provides that the Mortgagor shall insure and keep insured against loss and damage by fire the premises covered by said Mortgage, and in the event of the failure of the said Mortgagors to insure and keep insured the said premises, the said Mortgagee, its successors or assigns, may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance under the Mortgage, whereupon the entire debt secured by the said Mortgage shall become due and payable, if the Mortgagee, or its successors or assigns, shall so elect.

14. The said Mortgage further provided that the Mortgagors shall promptly pay all taxes assessed and chargeable against said property, and in default thereof, that the said Mortgagee, its successors or assigns, may pay the same and reimburse itself under the said Mortgage, whereupon the entire debt secured by said Mortgage shall become immediately due and payable, if the Mortgagee or its successors or assigns, shall so elect.

15. The aforesaid Note and Mortgage are now in default. The Plaintiff has made demand on the Defendants, for payment of the aforesaid Note and Mortgage; however, the demands of the

Plaintiff have been ignored by the Mortgagors, and, by reason of failure of the Mortgagors to pay the installment of principal and interest becoming due on , and subsequent payments as they became due, the Plaintiff has elected and does hereby elect that the entire indebtedness evidenced by the Note and secured by said Mortgage is immediately due and payable.

16. Since it has become and is necessary for the Plaintiff to employ legal counsel to prosecute this action, a reasonable fee for the services of the Plaintiff's counsel should, according to the terms of said Note and Mortgage, be added to the amount of the Mortgage debt. Said reasonable fee should take into consideration the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, and preparing the pleadings; the time anticipated to be performed in preparing for and attending hearings and until final adjudication of the within action, under the terms of the Note and Mortgage; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the potential beneficial results obtained for the Plaintiff. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and do not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

17. The Plaintiff is informed and believes that it is entitled to judgment and foreclosure of said Mortgage, together with reasonable attorneys' fees and the costs of this action.

18. The payments due on said Note and Mortgage are in default due to failure to pay the payments due , and all subsequent payments; the conditions of said Note and Mortgage have been broken and the Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on said Note and Mortgage as of September 16, 2011 is Eight

Hundred Eighty Three Thousand Six Hundred Thirty Four and 04/100 (\$883,634.04), and for the costs and disbursements of this action, including a reasonable attorneys' fee.

19. The Defendant, Columbia Empowerment Zone, Inc. d/b/a The Columbia Empowerment Zone claims or may claim an interest in the subject property by virtue of an Mortgage dated July 16, 2009 in the amount of \$150,000.00 recorded on July 20, 2009, in Book R1540 at Page 524 and UCC filed on July 21, 2009 in Book R1540 at Page 1848 with the Richland County Register of Deeds. Said Mortgage is junior and subordinate to the lien being foreclosed.

20. The Defendant, Frank Mitchell, claims or may claim an interest in the subject property by virtue of an Judgment dated August 30, 2011 in the amount of \$6,365.00 filed September 22, 2011, in Case No. 2004-CP-40-6338 with the Richland County Clerk of Court. The Judgment is junior and subordinate to the lien being foreclosed.

21. If the Plaintiff pays any utility charges, which constitute or could constitute a lien on the premises, Plaintiff's payments should be added to the amount of any judgment rendered on its behalf.

22. That this foreclosure involves a Mortgage that is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac nor is the Plaintiff, as the servicer of the Note and Mortgage, participating in the Home Affordable Modification Program.

23. The Plaintiff demands a personal or deficiency judgment against the Defendant, Salon Proz, LLC.

24. Upon foreclosure and sale of the property hereinabove described, in order that the purchaser at said sale may duly acquire peaceful possession of the property, the Court is respectfully requested to include in its Decree of Foreclosure and Sale the following proviso, to wit:

After the sale of the premises, and as soon as the sale by the Master-in-Equity is complete, the Mortgagor(s), or person(s) in possession, shall, within twenty (20) days of the date of sale, move from the premises, and give up the premises, without damage or vandalism. Upon failure of any Mortgagor(s) or person(s) to vacate premises within twenty (20) days of the date of sale by the Court, the Sheriff is authorized, empowered and directed to enter upon the premises and forcibly eject the parties therefrom, unless prior to such date, the Mortgagor(s) or person(s) in possession has obtained from the Court an Order extending the time which said Mortgagor(s) or person(s) shall have to vacate said premises. The Sheriff (or his deputies) is also authorized to remove from the premises any furniture or other possessions of the Mortgagor(s) or person(s) in possession, and any interference with the activities of the Sheriff will be upon penalty of contempt of Court.

WHEREFORE, the Plaintiff prays judgment:

A. That the amount due upon the said Note and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorneys' fees and costs of this action; and

B. That the said Plaintiff's Mortgage be declared a valid first lien on the subject Property and that the said Plaintiff be allowed to have judgment of foreclosure for the amount so found to be due and owing to Plaintiff, together with any taxes or insurance premiums which may be due, or utility charges paid by Plaintiff, with a reasonable sum as attorneys' fees and costs of this action; and

C. That the mortgaged Property be sold under the direction of this Court, subsequent to the first mortgage holder, the equity of redemption be barred, and the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale including reasonable attorneys' fees;

Second, to the payment and discharge of the amount due on the Plaintiff's

Mortgage as determined by this Court;

Third, the surplus, if any, to be distributed according to law in such manner as may be determined by this Honorable Court; and

D. That the Plaintiff demands a deficiency judgment against the Defendant, Salon Proz, LLC in the event that the proceeds of the sale of the mortgaged Property are insufficient to pay in full the indebtedness, including costs of collection; and

E. For such other and further relief as may be just and proper.



S. Nelson Weston, Jr.
Charles J. Webb
RICHARDSON, PLOWDEN & ROBINSON, P.A.
1900 Barnwell Street
Post Office Drawer 7788
Columbia, South Carolina 29202
Telephone: (803) 771-4400
ATTORNEYS FOR THE PLAINTIFF

10/25, 2011
Columbia, South Carolina

COMMERCIAL LINE OF CREDIT AGREEMENT AND NOTE

NAME(S)/ADDRESS(ES) OF BORROWER(S) ("Borrower, I, My, or Me")
SALON PROZ, LLC

2901 TWO NOTCH ROAD

COLUMBIA SC 29240

NAME/ADDRESS OF LENDER (CREDITOR) ("Lender, You or Your")

S C COMMUNITY BANK

PO BOX 425

COLUMBIA, SC 29202

NOTE NUMBER	DATE OF TRANSACTION	MATURITY DATE	OFFICE	OFFICER	INTEREST RATE
101287	7/16/09	8/16/29	1	002	7.75

For value received, on or before the Maturity Date, the undersigned Borrower promises to pay the principal amount or such lesser sum as shall have been advanced by Lender to Borrower under the line of credit hereinafter described, together with interest, and any other charges, including service charges, to the order of Lender at its address noted above or holder, all in lawful money of the United States of America. The undersigned further agrees to the terms below and on page two of this Note. Words, numbers or phrases preceded by a box are applicable only if the box is checked.

PRINCIPAL AMOUNT:

Eight hundred sixty four thousand & no/100

\$ 864,000.00

PAYMENT SCHEDULE:

Payments on this Line of Credit will be due as follows:

☒ interest only starting and payable ☐ monthly. ☐ quarterly.

☐ interest, principal and other charges due on Maturity Date.

☒ other payment schedule: ONE (1) INTEREST ONLY PAYMENT DUE ON MAY 15, 2010; THEREAFTER 228 PAYMENTS OF PRINCIPAL AND INTEREST IN THE AMOUNT OF \$7,154.36 AND A FINAL PAYMENT OF ALL PRINCIPAL, INTEREST, FEES AND OTHER CHARGES DUE AT MATURITY.

INTEREST RATE:

This Line of Credit is subject to ☒ a fixed interest rate of 7.75 % per annum. ☐ a variable simple interest rate, which is ☐ % greater than: ☐ equal to: ☐ % less than: the following Index:

Initial Simple Interest Rate	Present Variable Index Rate	Minimum Interest Rate	Maximum Interest Rate	Interest Rate Changes May Occur Every
%	%	%	%	

Interest may be calculated on the unpaid balance for the actual days outstanding on a ☐ 365/365 Day Basis ☒ 365 /360 Day Basis

DEFAULT RATE: If in default the interest rate shall be: ☐ % per annum. ☐ % in excess of the Index.

LATE CHARGE: If Borrower is more than 10 days late in making any payment, in addition to such payment, Borrower will pay a late charge of: ☐ the lesser of ☐ the greater of ☐ an amount equal to ☐ \$ or ☒ 5.00 % of the payment in default.

PAYABLE ON DEMAND: ☐ Payment is due upon demand. ☐ Payment is due upon demand, but in any event, not later than Maturity Date.

TERMS/ADVANCES: This Line of Credit is:

☒ **Obligatory:** Lender will continue to make advances under this Line of Credit unless: (a) the maximum amount on this Line of Credit is outstanding; (b) the undersigned has breached any of the promises contained in this Agreement or any other agreement noted below; (c) the undersigned makes a request for an advance after the Maturity Date noted above; (d) other:

☐ **Discretionary:** Lender may refuse to make additional advances under this Line of Credit for the following reasons: (a) the aggregated advances under this Line of Credit exceeds \$; (b) other:

☐ **ANNUAL MEMBERSHIP FEE.** Lender will assess an Annual Membership Fee of (\$) Dollars, which will be due when Borrower's Line of Credit is first opened and on the yearly anniversary of the opening date. This fee will be charged to this Line of Credit as an advance. This fee is not refundable under any circumstance and does not assure Borrower that this Line of Credit will not be terminated, credit suspended or credit limit reduced as permitted under this Line of Credit Agreement and Note.

☐ **ADDITIONAL NOTE PROVISIONS:**

By initialing, I acknowledge this is page 1 of 2 of the Commercial Line of Credit Agreement and Note.

Initials

Initials

Initials

Initials

Security for this Line of Credit Agreement and Note, if any, (the "Collateral") is granted pursuant to the following document(s) executed on the date(s) indicated below:

- ☒ Security agreement dated 7/16/09
☒ Mortgage, deed of trust, trust deed or security deed dated 7/16/09
☐ other

The Borrower expressly agrees to all the provisions hereof and signifies assent thereto by the signature below.

IN WITNESS WHEREOF, the Borrower has executed this Agreement on the date and year shown below.

SALON PROZ, LLC

By X _____
YVONNE JONES Date
Its MEMBER

By X _____
Date
Its

By X _____
Date
Its

By X _____
Date
Its

Additional Provisions

Advances of principal, repayment, and readvances may be made under this Line of Credit Agreement and Note from time to time, but Lender, in its sole discretion and subject to provisions related to obligatory and discretionary advances, may refuse to make advances or readvances hereunder during any period(s) this Agreement and Note is in default. All advances made hereunder shall be charged to a loan account in Borrower's name on Lender's books, and Lender shall debit to such account the amount of each advance made, and credit to such account the amount of each repayment made by Borrower. If the Lender furnishes the Borrower with a statement of Borrower's loan account, such statement shall be deemed to be correct, accepted by, and binding upon Borrower, unless Lender receives a written statement exception from Borrower within ten (10) days after such statement has been furnished.

This Agreement and Note may be paid in full or in part at any time subject to the repayment provisions spelled out on page one hereof, without payment of any prepayment fee or penalty. All payments received shall, at the option of Lender, first be applied against accrued and unpaid interest and the balance against principal. Borrower expressly assumes all risks of loss or delay in delivery of any payment made by mail, and no course of conduct or dealing shall affect Borrower's assumption of these risks. If Lender shall determine that the effective interest rate of this Note is, or may be, usurious or otherwise limited by law, the unpaid balance of this Note, with accrued interest at the highest rate then permitted by law shall, at the Lender's option, become immediately due and payable.

Unless this Note is due upon demand, in which case the provisions of this paragraph shall not apply, upon the occurrence of any of the following events of default, Lender, at its option and without notice to Borrower, may declare the entire unpaid balance of this Note and all accrued interest, together with all other indebtedness of Borrower to Lender, to be immediately due and payable: (a) Borrower's failure to pay any installment of principal or interest when due; (b) any default by Borrower under any loan agreement, security agreement, mortgage or other agreement executed in connection with this Line of Credit Agreement and Note; (c) the death, dissolution or termination of existence of Borrower; (d) if Borrower is generally not paying his debts as such debts become due; (e) the commencement of any proceeding under the bankruptcy or insolvency laws by or against Borrower; (f) if any other indebtedness of Borrower to Lender or to any other creditor shall become due and remains unpaid after acceleration of the maturity or after maturity; (g) if any writ of attachment, garnishment, execution, tax lien or similar proceeding shall be issued against any property of

Borrower; (h) Borrower's business shall be sold to, or merged with, any other business, individual or entity; (i) Lender, in good faith, believes the Borrower's ability to repay its indebtedness under this Line of Credit Agreement and Note, any Collateral, or Lender's ability to resort to any Collateral, is or soon will be impaired, time being of the very essence. If there is a Default Rate shown on page one, it may be applied to all periods of time in which a default exists.

If this Line of Credit Agreement and Note is secured by a security agreement, mortgage, deed of trust, trust deed, security deed or loan agreement of even or previous date, as set forth on page one hereof, it is subject to all the terms thereof. Additionally, the Lender may, upon deeming itself insecure or upon Borrower's default in payment or in the terms of this or any other agreement Borrower may have with Lender, declare the entire principal amount due and payable. The Borrower severally waives demand, notice, and protest and to any defense due to extensions of time or other indulgence by Lender or to any substitution or release of collateral.

If the interest rate on this Line of Credit Agreement and Note is tied to an Index stated on page one, that Index is used solely to establish a base from which the actual rate of interest payable under this Line of Credit Agreement and Note will be figured, and is not a reference to any actual rate of interest charged by any lender to any particular borrower. If the interest rate varies in accordance with a selected Index, if that Index ceases to exist, Lender may substitute a similar index which will become the Index.

If this Line of Credit Agreement and Note is payable in installments, each installment payment will be due on the same day of the installment period as the day upon which payments commence, unless otherwise specified. Failure to pay this Line of Credit Agreement and Note according to specified terms shall constitute a default. If permitted by law and at Lender's option, interest up to the highest rate permitted by law may be assessed on any interest which is past due as the result of any payment not being paid when due.

The Lender shall have the right to hold or apply its own indebtedness or liability to Borrower in payment of, or to provide collateral security for the payment of this Line of Credit Agreement and Note either prior to or after Maturity Date. If legal proceedings are instituted to enforce the terms of this Line of Credit Agreement and Note, Borrower agrees to pay all costs of the Lender in connection therewith, including reasonable attorney fees, to the extent permitted by law. If this Line of Credit Agreement and Note is secured, then upon default in payment or in the terms of this Agreement, the Lender shall have all rights of a secured party under the Uniform Commercial Code and/or other law(s) governing secured transactions.



MORTGAGE (Participant)

This mortgage made and entered into this 16th day of July, 2009
by and between **Salon Proz, LLC** (hereinafter referred to as mortgagor) and **South Carolina Community Bank**

(hereinafter referred to as mortgagee), who maintains an office and place of business at **1545 Sumter Street, Columbia, S.C. 29201**
WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of **Richland** State of **South Carolina**

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HERewith.

Book 1540-510

2009054904 07/20/2009 11:06:19:327

Mortgage

Fee: \$11.00 County Tax: \$0.00

State Tax: \$0.00



2009054904 Richard W. Rodden

Richland County R.O.D.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

The instrument is given to secure the payment of a promissory note dated July 16, 2009
principal sum of **\$864,000.00**
in behalf of **Salon Proz, LLC** **Yvonne Jones**

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

- a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.
- b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.
- c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.
- d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.
- e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.
- f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.
- g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.
- h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.
- i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.
- j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.
- k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001(a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the federal, county or city courthouse for the county in which the property is located. The mortgage is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals at to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

((III)) take any other appropriate action pursuant, to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

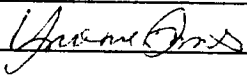
9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at

and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at

and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid:

Salon Proz, LLC	Member & Manager
	

Executed and delivered in the presence of the following witnesses:



The loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

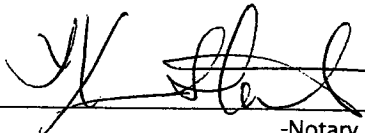
- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of The Note secured by this instrument.

(Add Appropriate Acknowledgement)

State of South Carolina
County of Richland

On this 16th day of July, 2009, before me personally appeared Yvonne Jones, Member & Manager of Salon Proz, LLC who provided satisfactory evidence of her identification to be the person whose name is subscribed to this instrument, and she acknowledged that she executed the foregoing instrument.



-Notary Public

Richland County, South Carolina
My Commission Expires 11 Sept 2015

EFFECTIVE DATE: DECEMBER 1, 1997

(4)

Record on Appeal p. 000 form was electronically produced by PCFS2000.

EXHIBIT "A"

ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, TOGETHER WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING ON THE WESTERN SIDE OF TWO NOTCH ROAD, IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, SAID LOT BEING DESIGNATED AS 2901 TWO NOTCH ROAD, AND IS SHOWN AND DELINEATED AS 2.2965 ACRES ON A PLAT PREPARED FOR T.N., A PARTNERSHIP, BY PALMETTO ENGINEERING CO., INC., DATED DECEMBER 22, 1977, RECORDED IN THE OFFICE OF THE REGISTER OF MESNE CONVEYANCES FOR AFORESAID COUNTY IN PLAT BOOK Y AT PAGE 571; BEING MORE SPECIFICALLY SHOWN AND DELINEATED ON A PLAT PREPARED FOR PULLIUM MOTOR COMPANY, BY COX AND DINKINS, INC. DATED DECEMBER 15, 1994, AND RECORDED IN THE OFFICE OF THE RMC FOR RICHLAND COUNTY IN PLAT BOOK 55 AT PAGE 5972. THIS PARCEL MORE SPECIFICALLY SHOWN AND DELINEATED ON A ALTA/ACSM LAND TITLE SURVEY PREPARED FOR RPC PROPERTIES, LLC AND RPC HOLDINGS, LLC BY COX AND DINKINS, INC. DATED FEBRUARY 25, 2003, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY, SOUTH CAROLINA IN RECORD BOOK 770 AT PAGE 80. THIS PARCEL BEING MORE SPECIFICALLY SHOWN AND DELINEATED ON A PLAT PREPARED FOR SALON PROZ & YVONNE JONES, BY COLLINGWOOD SURVEYING, INC. DATED SEPTEMBER 7, 2008, AND RECORDED SIMULTANEOUSLY HERewith IN THE RICHLAND COUNTY ROD OFFICE; SAID PLATS ARE INCORPORATED HEREIN AND REFERENCE IS CRAVED THERETO FOR A MORE COMPLETED AND ACCURATE DESCRIPTION OF THE METES, BOUNDS, COURSES AND DISTANCES OF THE PROPERTY CONCERNED HEREIN. BE ALL MEASUREMENTS A LITTLE MORE OR LESS.

TMS #: 11613-12-32

THIS BEING THE IDENTICAL PROPERTY CONVEYED UNTO ASTAR TWO NOTCH COLUMBIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY DEED IN LIEU OF FORECLOSURE OF RCP PROPERTIES, LLC, A SOUTH CAROLINA LIMITED LIABILTLY COMPANY DATED APRIL 18, 2007 AND RECORDED APRIL 19, 2007 IN DEED BOOK 1304, PAGE 2611 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY.

This instrument prepared by and to be returned to:
Donald W. Tyler
Tyler, Cassell, Jackson, Peace & Silver, L.L.P.
Post Office Box 11656
Columbia, South Carolina 29211-1656

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ASSIGNMENT OF RENTS, LEASES, PROFITS AND SECURITY DEPOSITS

THIS ASSIGNMENT OF RENTS, LEASES, PROFITS AND SECURITY DEPOSITS (this "Assignment") is made effective as of the 16th day of July, 2009, by SALON PROZ, LLC (the "Borrower"), a South Carolina limited liability company, in favor of SOUTH CAROLINA COMMUNITY BANK (the "Lender").

RECITALS:

This Assignment is made as additional security for the payment of indebtedness due by Borrower to Lender in the principal amounts of Eight Hundred Sixty Four Thousand and No/100 (\$864,000.00) Dollars (the "Loan"), with interest thereon as evidenced by a Note of even date herewith in said amounts (the "Note") executed and delivered by Borrower to Lender, and as additional security for the full and faithful performance by Borrower of all the terms and conditions of the Note and of a certain Mortgage of even date herewith (the "Mortgage") executed and delivered by Borrower to Lender encumbering the property described in Exhibit "A" (the "Property"), and to secure the payment of the Note.

Book 1540-515
2009054905 07/20/2009 11:06:19:403 Asgmt Lease Rent Profit
Fee:\$11.00 County Tax:\$0.00 State Tax:\$0.00


2009054905 Richard W. Rodden Richland County R.O.D.

TEXT OF ASSIGNMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and as an inducement to the Lender to make the Loans to Borrower, Borrower does hereby sell, assign, transfer and set over unto Lender, its successors and assigns, all of the Borrower's interest in and to all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, all or any part of the Property, and the improvements located thereon, including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of said leases and agreements, written and oral, and any and all reservations (whether or not prepaid in whole or in part) and security deposits held or received as a consequence thereof, together with all rights thereto and with respect thereto (collectively, without limitation, the "rent").

Borrower agrees to duly operate and maintain the aforesaid Property and perform all requisites on its part to keep any and all leases of said Property in full force and effect.

Borrower agrees that this Assignment shall cover and assign any and all existing and all future leases, whether written or verbal and all renewals and extensions thereof, or any letting of, or any agreement for the use or occupancy of, any part of said Property.

Borrower further agrees that it will not assign the rent or any part of the rent of said Property, nor collect rent under any leases or other agreements relating to use of any part of the Property, for a period further in advance than one month without the written consent of the Lender, nor do any other act whereby the lien of the Mortgage and this Assignment may, in the opinion of the Lender, be impaired in value or quality.

Borrower warrants, represents and agrees that it has not and will not enter into any fictitious lease or any lease for the purpose of avoiding creditors, and any attempt to do so will be void.

Borrower further agrees that this Assignment is to remain in full force and effect so long as the Note remains unpaid, and that it may be enforced by Lender.

It is expressly understood and agreed by Borrower and Lender that Lender hereby grants Borrower a license to collect said rent upon, but not prior to, actual accrual under the aforesaid leases, and to retain, use and enjoy the same unless and until the occurrence of a default, event of default with respect to the Note or the Mortgage, or until the violation of any term, condition or agreement of this Assignment, each of which shall constitute an "**Event of Default**" hereunder.

Borrower does hereby authorize and empower Lender to collect, upon demand, after any Event of Default hereunder, all the rent, now due or which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of said Property, and to take such action, legal or equitable, as may be deemed necessary to enforce payment of such rents, issues and profits. Any lessee, tenant or guest making such payment to Lender shall be under no obligation to inquire into or determine the actual existence of any Event of Default claimed by Lender.

Any amount received or collected by Lender by virtue of this Assignment shall be applied for one or more of the following purposes, but not necessarily all or in the order named, priority and application of such funds being within the sole discretion of Lender:

(1) to the payment of all necessary expenses for the operation, protection and preservation of the Property, including the usual and customary fees for management services;

(2) to the payment of taxes and assessments levied and assessed against the Property as said taxes and assessments become due and payable;

(3) to the payment of premiums due and payable on any insurance policy related to the Property;

(4) to the payment of installments of principal, interest and fees on the Note as and when they become due and payable pursuant to the terms of the Note, whether by acceleration or otherwise;

(5) to the payment of any other sums due to Lender, including those due under the Mortgage;

(6) to the payment of costs incurred by Lender, including reasonable attorneys' fees in asserting and pursuing its rights hereunder, under the Loan Agreements, the Notes or the Mortgage; and

(7) the balance remaining after payment of the above shall be paid to the then owner of record of said Property.

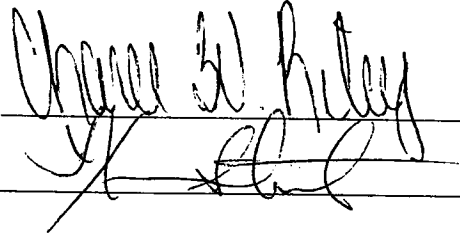
Borrower hereby agrees to indemnify Lender for, and to save it harmless from, any and all liability, loss or damage which Lender might incur under said leases or by virtue of this Assignment, and from any and all claims and demands whatsoever which may be assessed against Lender thereunder or hereunder, and, without limiting the generality of the foregoing, covenants that this Assignment, prior to any such default by said Borrower and entry upon the Property by said Lender by reason thereof, shall not operate to place responsibility for the control, care, management or repair of said Property upon Lender, nor the carrying out of any of the terms and conditions of said leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other party, or for any negligence in the management, upkeep, repair or control of said Property resulting in loss or injury or death to any tenant, licensee, invitee, employee, stranger or other person.

The terms "Note" and "Mortgage" shall refer to such instruments as they may hereafter be amended by Borrower and Lender. This Assignment shall be binding upon the Borrower, its legal

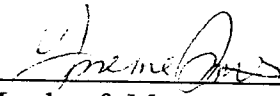
representatives, successors and assigns and subsequent owners of the Property, or any part thereof, and shall inure to the benefit of Lender, its successors and assigns and any holder of the Note.

IN WITNESS WHEREOF, Borrower has executed this instrument UNDER SEAL as of the day and year first above written.

WITNESSES:



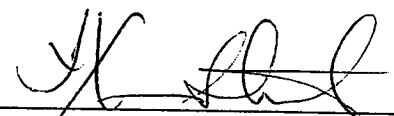
SALON PROZ, LLC

By:  (SEAL)
Its: Member & Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me the 16th day of July, 2009, by Yvonne Jones, the Member and Manager of Salon Proz, LLC, a South Carolina limited liability company, on behalf of the company.



Notary Public for South Carolina
My commission expires: 11 Sept 2015

EXHIBIT "A"

ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, TOGETHER WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING ON THE WESTERN SIDE OF TWO NOTCH ROAD, IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, SAID LOT BEING DESIGNATED AS 2901 TWO NOTCH ROAD, AND IS SHOWN AND DELINEATED AS 2.2965 ACRES ON A PLAT PREPARED FOR T.N., A PARTNERSHIP, BY PALMETTO ENGINEERING CO., INC., DATED DECEMBER 22, 1977, RECORDED IN THE OFFICE OF THE REGISTER OF MESNE CONVEYANCES FOR AFORESAID COUNTY IN PLAT BOOK Y AT PAGE 571; BEING MORE SPECIFICALLY SHOWN AND DELINEATED ON A PLAT PREPARED FOR PULLIUM MOTOR COMPANY, BY COX AND DINKINS, INC. DATED DECEMBER 15, 1994, AND RECORDED IN THE OFFICE OF THE RMC FOR RICHLAND COUNTY IN PLAT BOOK 55 AT PAGE 5972. THIS PARCEL MORE SPECIFICALLY SHOWN AND DELINEATED ON A ALTA/ACSM LAND TITLE SURVEY PREPARED FOR RPC PROPERTIES, LLC AND RPC HOLDINGS, LLC BY COX AND DINKINS, INC. DATED FEBRUARY 25, 2003, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY, SOUTH CAROLINA IN RECORD BOOK 770 AT PAGE 80. THIS PARCEL BEING MORE SPECIFICALLY SHOWN AND DELINEATED ON A PLAT PREPARED FOR SALON PROZ & YVONNE JONES, BY COLLINGWOOD SURVEYING, INC. DATED SEPTEMBER 7, 2008, AND RECORDED SIMULTANEOUSLY HERewith IN THE RICHLAND COUNTY ROD OFFICE; SAID PLATS ARE INCORPORATED HEREIN AND REFERENCE IS CRAVED THERETO FOR A MORE COMPLETED AND ACCURATE DESCRIPTION OF THE METES, BOUNDS, COURSES AND DISTANCES OF THE PROPERTY CONCERNED HEREIN. BE ALL MEASUREMENTS A LITTLE MORE OR LESS.

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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-40-7187

South Carolina Community Bank,

Plaintiff,

vs.

**Salon Proz, LLC, Columbia
Empowerment Zone, Inc. d/b/a The
Columbia Empowerment Zone, and
Frank Mitchell,**

Defendants.

**AMENDED ANSWER AND
COUNTERCLAIM OF
DEFENDANT SALON PROZ, LLC
(JURY TRIAL DEMANDED)**

Defendant Salon Proz, LLC (hereinafter "the Defendant"), in answer to the Plaintiff's Complaint and as counterclaim, answers and alleges as follows:

FOR A FIRST DEFENSE

1. Any allegation of the Complaint not herein admitted, qualified, or explained is denied. Any allegations of the Complaint subject of qualified admissions made herein are denied insofar as the allegations are not qualifiedly admitted, and any allegations of the Complaint subject of any other qualifications or explanations herein are denied insofar as they are not otherwise qualified or explained.

2. Answering the allegations of paragraphs 1 and 2 of the Complaint, the Defendant admits the same.

3. Answering the allegations of paragraph 3 of the Complaint, the Defendant admits the same upon information and belief.

4. Answering the allegations of paragraph 4 of the Complaint, the Defendant admits the same upon information and belief.

5. Answering the allegations of paragraph 5 of the Complaint, the Defendant admits the same.

6. Answering the allegations of paragraph 6 of the Complaint, the Defendant denies the same.

7. Answering the allegations of paragraph 7 of the Complaint, the Defendant denies the same as written.

8. Answering the allegations of paragraph 8 of the Complaint, the Defendant denies the same as written.

9. Answering the allegations of paragraph 9 of the Complaint, the Defendant admits the document at issue was signed but denies that it is effective.

10. Answering the allegations of paragraph 10 of the Complaint, the Defendant denies the same as written.

11. Answering the allegations of paragraph 11 of the Complaint, the Defendant denies the same as written.

12. Answering the allegations of paragraph 12 of the Complaint, the Defendant denies the same as written.

13. Answering the allegations of paragraph 13 of the Complaint, the Defendant denies the same as written.

14. Answering the allegations of paragraph 14 of the Complaint, the Defendant denies the same as written.

15. Answering the allegations of paragraph 15 of the Complaint, the Defendant denies the same.

16. Answering the allegations of paragraph 16 of the Complaint, the Defendant denies the same.

17. Answering the allegations of paragraph 17 of the Complaint, the Defendant denies the same.

18. Answering the allegations of paragraph 18 of the Complaint, the Defendant denies the same.

19. Answering the allegations of paragraph 19 of the Complaint, the Defendant lacks sufficient information to form a belief as to the truth or falsity of the same.

20. Answering the allegations of paragraph 20 of the Complaint, the Defendant lacks sufficient information to form a belief as to the truth or falsity of the same.

21. Answering the allegations of paragraph 21 of the Complaint, the Defendant denies the same.

22. Answering the allegations of paragraph 22 of the Complaint, the Defendant lacks sufficient information to form a belief as to the truth or falsity of the same.

23. Answering the allegations of paragraph 23 of the Complaint, the Defendant admits the Plaintiff demands what it demands but denies the Plaintiff is entitled to what it demands.

24. Answering the allegations of paragraph 24 of the Complaint, the Defendant admits the Plaintiff requests what it requests but denies the Plaintiff is entitled to what it requests.

25. No answer to the prayer in the Complaint is required.

FOR A SECOND DEFENSE

26. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

27. The Plaintiff has knowingly, intelligently, and voluntarily relinquished any right it may have had to prosecute the foreclosure claim subject of this action.

FOR A THIRD DEFENSE

28. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

29. The Plaintiff, itself and/or by and through its agents and servants, has engaged in such conduct with respect to the loan subject of this action as to make the Plaintiff's hands unclean with regard to the matters subject of this action.

30. This conduct includes, but is not necessarily limited to, refusing to honor the Plaintiff's promises to the Defendant that the loan would be modified, refinanced, or otherwise restructured on terms more favorable to the Defendant.

31. This conduct by the Plaintiff relates directly to the subject matter of this action.

32. The Plaintiff's said conduct has proximately caused the Defendant prejudice and injury.

FOR A FOURTH DEFENSE

33. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

34. The Plaintiff, itself and/or by and through its agents and servants, has made representations and engaged in conduct that was calculated to convey the impression to the Defendant that the status of the matters subject of this action are not as the Plaintiff claims, including, but not necessarily limited to, conduct calculated to convey the impression that the loan at issue in this action would be modified or otherwise restructured in a manner favorable to

the Defendant. This includes specific representations about how the terms of the loan would be changed.

35. The Plaintiff intended, or at least expected or desired, that the Defendant would rely upon the impressions conveyed by this conduct.

36. The Plaintiff knew that the status of the matters subject of this action could not be both as it represented to the Defendant and as it claims in this action.

37. The Defendant lacked the means to determine the true status of these matters.

38. The Defendant accordingly relied on these representations to its prejudice.

FOR A FIFTH DEFENSE

39. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

40. The Plaintiff unequivocally agreed to settle this matter through a modification of the loan subject of this action.

41. The Defendant is and has been ready, willing, and able to make monthly payments going forward at the monthly payment amount under the modification.

42. The Plaintiff cannot maintain this foreclosure action, having settled the foreclosure claim.

FOR A SIXTH DEFENSE

43. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

44. The Complaint fails to state facts sufficient to constitute a cause of action.

45. The Complaint seeks relief that is unavailable in a foreclosure action.

46. As shown by the exhibits to the Complaint, the purported note subject of this case is not signed.

47. As shown by the allegations of the Complaint, the Plaintiff's claim is dependent upon the existence of the purported note subject of this case.

48. The purported note subject of this case does not exist.

49. The Complaint should be dismissed.

FOR A SEVENTH DEFENSE

50. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

51. The Plaintiff's claim is barred by the statute of frauds.

FOR AN EIGHTH DEFENSE AND AS COUNTERCLAIM

52. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

53. Actions of the Plaintiff, itself and/or by and through its agents and servants, such actions including, but not necessarily being limited to, those stated in this pleading, constitute violations of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10, *et seq.*

54. The Plaintiff has engaged in a pattern of reneging upon promises to modify or otherwise restructure loans, including, but limited to, the loan subject of this case.

55. The Plaintiff knew or should have known that the said actions were violations of the Unfair Trade Practices Act and were unfair and deceptive acts in trade or commerce.

56. These actions are capable of repetition, including, but not necessarily limited to, in that the Plaintiff is a lender and has repeatedly engaged in a pattern or practice of such conduct.

57. The Defendant has suffered damages as a result of the said actions.

58. The Defendant is entitled to treble damages, reasonable attorney's fees, and costs.

FOR A NINTH DEFENSE AND AS COUNTERCLAIM

59. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

60. The Plaintiff and the Defendant have a binding contractual relationship concerning the loan, mortgage, and promises to modify or otherwise restructure the loan subject of this action.

61. Before the loan subject of this action was made, the Plaintiff promised the Defendant that it would modify or otherwise restructure the loan on terms more favorable to the Defendant.

62. This promise was part of the consideration for the Defendant's entry into the loan subject of this case.

63. This promise is part of the terms of the loan subject of this case.

64. The Plaintiff has refused to honor this promise.

65. Among other things, the contractual relationship between the Plaintiff and the Defendant obligates the Plaintiff to honor the terms of this promise.

66. The Plaintiff has breached its obligations to the Defendant under this contractual relationship, including, but not necessary limited to, as is stated in this pleading.

67. The Plaintiff breached its duty under the covenant of good faith and fair dealing inherent in its contractual relationship with the Defendant.

68. The Plaintiffs' aforesaid breach or breaches of its obligations to the Defendant proximately caused damage to the Defendant.

69. The Defendant is entitled to recover from the Plaintiff for the damages caused by the Plaintiff's breaches of contract.

FOR A TENTH DEFENSE AND AS COUNTERCLAIM

70. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

71. The breach of contract by the Plaintiff was done with its fraudulent intent with regard to the breach and was accompanied by its fraudulent act or acts with regard to the breach.

72. The Defendant is entitled to recover actual damages, punitive damages, and the costs of this action from the Plaintiff as a result of this breach of contract accompanied by fraudulent act.

FOR AN ELEVENTH DEFENSE AND AS COUNTERCLAIM

73. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

74. The Plaintiff slandered the Defendant's title by recording in the public land records a mortgage document and assignment of rents document, both of which are by their terms dependent upon the existence of the purported note subject of this case.

75. The purported note subject of this case does not exist.

76. The mortgage and assignment of rents contain false statements.

77. These statements have diminished the value of the subject property in the eyes of third parties.

78. The Defendant has suffered damages as the consequent and proximate result.

79. The Defendant is entitled to recover actual damages, consequential damages, and the costs of this action from the Plaintiff.

FOR A TWELFTH DEFENSE AND AS COUNTERCLAIM

80. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

81. The Plaintiff has published statements concerning the Defendant in writing.

82. Such statements include statements to the effect that the Defendant is currently delinquent in its payments with regard to the loan subject of this action and is in default thereof.

83. These statements tended to impeach the honesty, integrity, virtue, creditworthiness, business soundness, and/or reputation of the Defendant.

84. These statements were false.

85. These statements were published with malice by the Plaintiff. These statements were published with the Plaintiff's knowledge of their falsity or with reckless disregard by the Plaintiff of whether they were true or false.

86. These statements were libelous *per se*.

87. The publication by the Plaintiff of these statements has proximately caused damages to the Defendant, such damages including, but not being limited to, embarrassment, humiliation, mental anguish and suffering, and damage to the Defendant's credit and reputation.

FOR A THIRTEENTH DEFENSE AND AS COUNTERCLAIM

88. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

89. The Plaintiff falsely represented to the Defendant that the Plaintiff would modify or otherwise restructure the terms of the loan more favorably to the Defendant.

90. The Plaintiff had a monetary interest in making the false representations noted in this pleading to the Defendant.

91. The Plaintiff owed the Defendant a duty of care to see that it communicated truthfully with the Defendant.

92. The Plaintiff breached this duty by communicating falsely with the Defendant as aforesaid. This was a failure to exercise due care and was negligence.

93. The Plaintiff made these representations intentionally or recklessly.

94. The Plaintiff should have known that its representations were false.

95. Justifiably, the Defendant relied on these representations.

96. The Defendant has suffered loss and damages as a direct and proximate result of its reliance on the representations.

WHEREFORE, the Defendant prays for the Court to:

- (a) Issue an Order dismissing the Complaint with prejudice;
- (b) Deny the Plaintiff the relief it seeks in this action;
- (c) Award the Defendant actual damages, punitive damages, treble damages, and all applicable statutory penalties;
- (d) Award the Defendant reasonable attorney's fees;
- (e) Award the Defendant the costs and expenses of this action; and
- (f) Grant the Defendant such other and further relief as the court deems just and proper.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Andrew S. Radeker', written over a horizontal line.

Andrew S. Radeker
HARRISON & RADEKER, P.A.
Post Office Box 50143
Columbia, South Carolina 29250
(803) 779-2211
(803) 779-6700 (facsimile)
drew@harrisonfirm.com (email)
ATTORNEY FOR DEFENDANT
SALON PROZ, LLC

Columbia, South Carolina
September 13, 2012

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
 FOR THE FIFTH JUDICIAL CIRCUIT

South Carolina Community Bank,) Civil Action No. 2011-CP-40-07187
)

Plaintiff,)
)

vs.)
)

PETITION

Salon Proz, LLC, Columbia Empowerment
 Zone, Inc. d/b/a The Columbia
 Empowerment Zone and Frank Mitchell,

Defendants)
)
)
)

The Petitioner would respectfully show unto the Court:

1. That the parties were previously before this Court and an Order was issued by the Honorable Alison Renee Lee on October 1, 2020. *See* Ex. A, Order.
2. The Order provided that Christopher Twitty to be appointed as receiver to take charge of the real property, which is subject of this action, and to collect rents, debts, and fees pertaining to the property. Further, the Order provided that the Receiver was to take charge of the property and maintain all keys, books, records, indices, rental proceeds, bank accounts, funds, deposits, and other tangible items or documents involving the property.
3. Despite repeated requests from Petitioner's counsel as well as the Receiver, Respondent Salon Proz has refused to provide the Receiver with the documents, rents, and other items as requested and ordered more than five months ago. *See* Ex. B, Emails between Counsel regarding Receiver Requests.

4. To date, the only document that Respondent Salon Proz has provided to the Receiver is two spreadsheets which purport to show rental income and expenditures for the subject property. *See* Ex. C.
5. Respondent Salon Proz has violated the Order of this Court.
6. The Petitioner is informed and believes that the Respondent should be required to pay attorneys' fees and costs for seeking compliance with the Order since its issuance and the prosecution of this action.
7. Counsel for the Petitioner attests that he consulted with Respondent's attorney prior to filing the instant Petition in an effort to resolve the matters at issue.

WHEREFORE, the Petitioner prays:

1. For relief as previously order by the Court and for the prosecution of this action in the form of an order to immediately comply with the Order and requests of the court-appointed receiver, Mr. Twitty;
2. For Respondent Salon Proz to be held in willful contempt of court;
3. For Petitioner's attorneys' fees and costs incurred in seeking compliance with and enforcing the Court's Order since its issuance;
4. For such other and further relief this Honorable Court may deem just and proper.

(Signature on following page)

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/Thomas William McGee, III

Thomas William McGee, III

SC Bar No. 11317

E-Mail: billy.mcgee@nelsonmullins.com

Elle E. Klein

SC Bar No. 103652

E-Mail: elle.klein@nelsonmullins.com

1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

(803) 799-2000

Attorneys for Plaintiff

March 10, 2021
Columbia, South Carolina

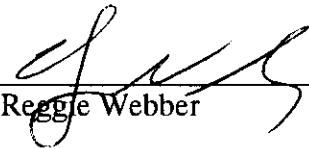
STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) FOR THE FIFTH JUDICIAL CIRCUIT

South Carolina Community Bank,) Civil Action No. 2011-CP-40-07187
))
Plaintiff,)
))
vs.)
))
Salon Proz, LLC, Columbia Empowerment)
Zone, Inc. d/b/a The Columbia)
Empowerment Zone and Frank Mitchell,)
))
Defendants)

Verification

PERSONALLY, appeared before me, Reggie Webber, who on oath says:

That he is the Petitioner in the foregoing action; that he has read the allegations in the foregoing Rule to Show Cause and Petition and the same are true of his knowledge except those stated upon information and belief and, as to those, he believes them to be true.


Reggie Webber

SWORN to before me this
10 day of March 2021.

Gregory S. Huell
Notary Public for South Carolina
My Commission Expires: March 8, 2027

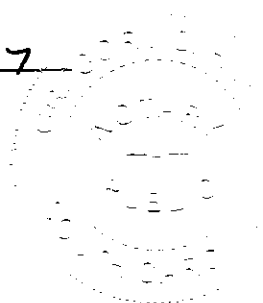


Exhibit A

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	
South Carolina Community Bank,	)	Docket No. 2011-CP-40-07187
	)	
Plaintiff,	)	
	)	ORDER
vs.	)	
	)	
Salon Proz, LLC, Columbia	)	
Empowerment Zone, Inc. d/b/a The	)	
Columbia Empowerment Zone, and	)	
Frank Mitchell,	)	
	)	
Defendant.	)	
	)	

This matter comes before the Court on Plaintiff South Carolina Community Bank's Motion to Appoint Receiver filed on July 25, 2017. Plaintiff requests appointment of a receiver, pursuant to South Carolina Rules of Civil Procedure (SCRCP) Rule 66. Plaintiff seeks to foreclose on the property at 2901 Two Notch Road, Columbia, South Carolina. Defendant Salon Proz ("Defendant") is the owner of the property and allegedly executed a promissory note and mortgages on the property. Plaintiff seeks to foreclose on the property based upon the first promissory note and mortgage executed by Yvonne Jones ("Jones"), as Managing-Member of Defendant. Plaintiff alleges Defendant defaulted on the note by failing to make payments. See Plaintiff Exhibit E, Affidavit of Reggie Webber.

Plaintiff contends, based on the agreements, Defendant consented to the appointment of a receiver in the event of a default. The loan documents establish Plaintiff's right to the property and its right to protect the income of the property from being lost, materially injured, or impaired. Plaintiff further alleges Defendant failed to pay the property taxes and maintain adequate insurance on the property for eight years. Plaintiff paid the property taxes and insurance during that time. Plaintiff therefore, claims the property is in danger of being lost or materially injured or impaired, and appointment of a receiver is necessary to account for rents and profits owed, ensure the timely payment of taxes and insurance, and to inspect the condition of the Property.

There is a dispute between the parties of whether Defendant signed the first note. Defendant argues Jones did not sign the first note, and therefore the initial mortgage is invalid.¹ Defendant states the Commercial Line of Credit and Note, which appears to be a form created by Plaintiff, was the first note. See Affidavit of Yvonne Jones.

Additionally, Defendant argues the failure to pay taxes and insurance on the property does not amount to an immediate injury. However, Defendant claims the parties agreed Plaintiff would be responsible for paying the taxes and insurance. See Defendant's Exhibit A and B. Therefore, Plaintiff caused the immediate injury by failing to pay the taxes and insurance. Defendant also argues the appointment of a receiver is not necessary.

A judge may appoint a receiver, "[b]efore judgment, on the application of either party, when he establishes an apparent right to property which is the subject of the action and which is in the possession of an adverse party and the property, or its rents and profits, are in danger of being lost or materially injured or impaired, except in cases when judgment upon failure to answer may be had without application to the court." S.C. Code Ann. § 15-65-10(1); see *Andrick Dev. Corp. v. Maccaro*, 280 S.C. 103, 106, 311 S.E.2d 95, 97 (Ct. App. 1984). The appointment of a receiver is within the discretion of the circuit judge. *Midlands Util., Inc. v. S.C. Dep't of Health & Env't'l. Control*, 301 S.C. 224, 228, 391 S.E.2d 535, 538 (1989).

Based on the evidence in the record, appointment of a receiver is appropriate and necessary in this matter. Plaintiff has made a prima facie showing of an apparent right to the property, which is the subject of the action, and is in the possession of an adverse party. Plaintiff produced a signed Note with the same provisions as the Mortgage. Both documents were signed on the same day. The affidavit of Reginald Webber, Vice President of Optus Bank², indicates the Bank relies on the U.S. Small Business Administration Note ("SBA Loan"), signed July 16, 2009, as being the first note. See Plaintiff Exhibit A. This document describes the same agreement detailed in the mortgage also signed on July 16, 2009. See Plaintiff Exhibit B. Plaintiff has shown at least an apparent right to the property despite the dispute over which note prevails.

Plaintiff has also shown the property is in danger of being lost or materially injured or impaired. Failing to pay the taxes and insurance may result in both parties losing ownership of the

¹ There is a second note and mortgage on the property between the same parties for a different amount. Plaintiff is not seeking to foreclose on that mortgage and neither party disputes its validity.

² Optus Bank was previously South Carolina Community Bank. South Carolina Community Bank was the name of the company at the time of the agreement. See Plaintiff Exhibit E.

property. Based evidence in the record, there is nothing suggesting the parties agreed Plaintiff would pay the taxes and insurance. Plaintiff is currently paying the taxes and insurance due to Defendant failing to make the payments. The risk of losing the property based upon Defendant failing to make payments under the Note constitutes an immediate injury.

Therefore, **IT IS ORDERED**, the Motion to Appoint Receiver is **GRANTED**. D. Christopher Twitty is appointed receiver to take charge of the real property, which is subject of this action and to collect rent, debts, and any fees pertaining to the property. The Receiver is to take charge of the property including the building used for a hair and nail salon. The Receiver will maintain all keys, books, records, indicies, rental proceeds, bank accounts, funds, deposits, and other tangible items or documents involving the property. The Receiver is entitled to appropriate compensation based on a percentage of gross rental and usage proceeds collected.

The parties may confer to agree on any additional duties or responsibilities of the receiver, or to appoint a different receiver than Twitty. If so, parties must consent in writing and provide notice to this Court no later than Monday October 12, 2020, at 12:00 noon.

AND IT IS SO ORDERED.

[Electronic Signature to Follow]



Richland Common Pleas

Case Caption: South Carolina Community Bank vs Salon Proz LLC , defendant, et al

Case Number: 2011CP4007187

Type: Order/Appointment of Receiver

IT IS SO ORDERED!

s/ Alison Renee Lee, Chief Administrative Judge
for 2020

Electronically signed on 2020-10-02 13:04:45 page 4 of 4

EEHCO TRONICALLY FILED - 2020 OCT 02 12:55 PM - RICHLAND - COMMON PLEAS - CASE# 2011CP4007187

Exhibit B

Subject: FW: 2020.10.02 Order Appointing Receiver - 4834-8445-7165 1.pdf

From: Chris Twitty <sgchris001@aol.com>

Sent: Thursday, February 25, 2021 12:31 PM

To: Elle Klein <elle.klein@nelsonmullins.com>

Subject: Fwd: 2020.10.02 Order Appointing Receiver - 4834-8445-7165 1.pdf

◀**External Email**▶ - From: sgchris001@aol.com

Elle,
Please see below, Drew has not sent me anything on this case.

Chris

Sent from my iPhone

Begin forwarded message:

From: Chris Twitty <sgchris001@aol.com>

Date: February 19, 2021 at 2:22:07 PM EST

To: Elle Klein <elle.klein@nelsonmullins.com>

Subject: Fwd: 2020.10.02 Order Appointing Receiver - 4834-8445-7165 1.pdf

Elle,
We spoke on Tuesday and he asked that I send a list of what I needed. Below is the email that I sent, but he has not responded.

Regards,
Chris

Sent from my iPhone

Begin forwarded message:

From: Chris Twitty <sgchris001@aol.com>

Date: February 16, 2021 at 11:34:51 AM EST

To: Drew Radeker <drew@harrisonfirm.com>

Subject: 2020.10.02 Order Appointing Receiver - 4834-8445-7165 1.pdf

Drew,
I need keys, all records on the property, leases, rental info, rent roll, actual rent payments and anything that would otherwise pertain to the property.

Regards,
Chris Twitty

Sent from my iPhone

Subject: RE: Salon Proz/Optus

From: Jane Downey <jane@mttlaw.com>
Sent: Thursday, March 4, 2021 4:36 PM
To: Billy McGee <billy.mcgee@nelsonmullins.com>; Drew Radeker <Drew@harrisonfirm.com>
Cc: Elle Klein <elle.klein@nelsonmullins.com>; Jessica Dominick <jessica.dominick@nelsonmullins.com>; Chris Twitty <sgchris001@aol.com> <sgchris001@aol.com>; Jessica Nystrom <jessica@mttlaw.com>
Subject: RE: Salon Proz/Optus

Billy, it seems the timeline for filing will be April Fools Day.

From: Billy McGee [<mailto:billy.mcgee@nelsonmullins.com>]
Sent: Thursday, March 4, 2021 1:34 PM
To: Drew Radeker <Drew@harrisonfirm.com>; Jane Downey <jane@mttlaw.com>
Cc: Elle Klein <elle.klein@nelsonmullins.com>; Jessica Dominick <jessica.dominick@nelsonmullins.com>; Chris Twitty <sgchris001@aol.com> <sgchris001@aol.com>; Jessica Nystrom <jessica@mttlaw.com>
Subject: RE: Salon Proz/Optus

Thanks all.

From: Drew Radeker <Drew@harrisonfirm.com>
Sent: Thursday, March 4, 2021 1:29 PM
To: Jane Downey <jane@mttlaw.com>; Billy McGee <billy.mcgee@nelsonmullins.com>
Cc: Elle Klein <elle.klein@nelsonmullins.com>; Jessica Dominick <jessica.dominick@nelsonmullins.com>; Chris Twitty <sgchris001@aol.com> <sgchris001@aol.com>; Jessica Nystrom <jessica@mttlaw.com>
Subject: RE: Salon Proz/Optus

Billy, we understand the frustration.

Thanks.

Drew Radeker



923 Calhoun Street,
 Columbia, South Carolina 29201
 Post Office Box 50143,
 Columbia, South Carolina 29250
 Telephone: (803) 779-2211
 Facsimile: (803) 779-6700
www.harrisonfirm.com

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From: Jane Downey <jane@mttlaw.com>
Sent: Thursday, March 4, 2021 1:24 PM

To: Billy McGee <billy.mcgee@nelsonmullins.com>
Cc: Drew Radeker <Drew@harrisonfirm.com>; Elle Klein <elle.klein@nelsonmullins.com>; Jessica Dominick <jessica.dominick@nelsonmullins.com>; Chris Twitty (sgchris001@aol.com) <sgchris001@aol.com>; Jessica Nystrom <jessica@mttlaw.com>
Subject: RE: Salon Proz/Optus

I understand. I'll check with Yvonne about the timeframe and let you know.

From: Billy McGee [<mailto:billy.mcgee@nelsonmullins.com>]
Sent: Thursday, March 4, 2021 1:20 PM
To: Jane Downey <jane@mttlaw.com>
Cc: Drew Radeker <drew@harrisonfirm.com>; Elle Klein <elle.klein@nelsonmullins.com>; Jessica Dominick <jessica.dominick@nelsonmullins.com>; Chris Twitty (sgchris001@aol.com) <sgchris001@aol.com>; Jessica Nystrom <jessica@mttlaw.com>
Subject: RE: Salon Proz/Optus

Jane,
 If it could be weeks and there is any chance of it taking longer/not occurring, we need to get the documents and information requested to the receiver ASAP. Please confirm when this can be accomplished so that Mr. Twitty (copied) can be looking out for delivery and we can hold off on contacting Judge Lee. I am not trying to be difficult, but this situation with the borrower has gone on years too long and we need to keep things moving unless/until a court orders otherwise,
 Best,
 Billy

From: Jane Downey <jane@mttlaw.com>
Sent: Wednesday, March 3, 2021 11:20 AM
To: Billy McGee <billy.mcgee@nelsonmullins.com>
Cc: Drew Radeker <drew@harrisonfirm.com>; Elle Klein <elle.klein@nelsonmullins.com>; Jessica Dominick <jessica.dominick@nelsonmullins.com>; Chris Twitty (sgchris001@aol.com) <sgchris001@aol.com>; Jessica Nystrom <jessica@mttlaw.com>
Subject: RE: Salon Proz/Optus

Billy we are waiting on some information, but it could be this month.

From: Billy McGee [<mailto:billy.mcgee@nelsonmullins.com>]
Sent: Monday, March 1, 2021 5:23 PM
To: Jane Downey <jane@mttlaw.com>
Cc: Drew Radeker <drew@harrisonfirm.com>; Elle Klein <elle.klein@nelsonmullins.com>; Jessica Dominick <jessica.dominick@nelsonmullins.com>; Chris Twitty (sgchris001@aol.com) <sgchris001@aol.com>
Subject: RE: Salon Proz/Optus

Thanks Jane – when do you expect to file?

From: Jane Downey <jane@mttlaw.com>
Sent: Monday, March 1, 2021 4:07 PM
To: Billy McGee <billy.mcgee@nelsonmullins.com>

Cc: Drew Radeker <drew@harrisonfirm.com>; Elle Klein <elle.klein@nelsonmullins.com>; Jessica Dominick <jessica.dominick@nelsonmullins.com>; Chris Twitty (sgchris001@aol.com) <sgchris001@aol.com>

Subject: Re: Salon Proz/Optus

Hi Billy. We will gear up for the bankruptcy. Yvonne got us some information today we needed. I'm out of town but will be back later this week.

On Mar 1, 2021, at 3:55 PM, Billy McGee <billy.mcgee@nelsonmullins.com> wrote:

Drew:

We received another call from the receiver in this matter saying that it has been very difficult to get ahold of you and/or the documents and information he has requested. He previously sent you a list on February 16, 2021 of exactly what he needs to move forward. To be clear, he needs the following:

- keys
- all records on the property
- leases
- rental info
- rent roll
- actual rent payments
- anything that would otherwise pertain to the property.

Please provide the above no later than **Wednesday, March 5 at 5pm**. Otherwise, we will need to seek assistance from Judge Lee to get this issue resolved.

This has dragged out far too long. At the beginning of January you and Jane suggested that we hold off on the deposition, which was court ordered, to allow time for Ms. Jones to file bankruptcy. Now, almost two months later, no bankruptcy has been filed. As such, please provide deposition dates for Ms. Jones over the next two weeks. Otherwise, we will notice her deposition for a date that suits our schedules.

Best,
Billy



THOMAS WILLIAM MCGEE, III **PARTNER**
billy.mcgee@nelsonmullins.com

MERIDIAN | 17TH FLOOR
1320 MAIN STREET | COLUMBIA, SC 29201
T 803.255.9431 F 803.256.7500

ONE WELLS FARGO CENTER | 23RD FLOOR
301 SOUTH COLLEGE STREET | CHARLOTTE, NC 28202
T 704.417.3208 F 704.377.4814
NELSONMULLINS.COM **VCARD** **VIEW BIO**

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1700 Sunset Blvd.
Post Office Box 5709
West Columbia, SC 29171
Phone: 803-796-9160
Fax: 803-791-8410

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From: Billy McGee
Sent: Friday, March 5, 2021 1:54 PM
To: Jane Downey
Cc: Drew Radeker; Elle Klein; Jessica Dominick; Chris Twitty (sgchris001@aol.com); Jessica Nystrom
Subject: RE: Salon Proz/Optus
Attachments: 2020.10.02 Order Appointing Receiver - 4834-8445-7165 1.pdf

Jane,

Sorry I wasn't able to take your call, but I did get a summary of the conversation you had with Elle.

To make sure we are all on the same page, attached in the receiver order that was entered into back in October. This order expressly held that the receiver was to get an accounting and payment of all rents/profits, which has not occurred in 5 months since its entry despite several requests from us and the receiver. This is a requirement from Judge Lee and is not left to the discretion of Ms. Jones. In fact, it is my understanding that Ms. Jones has been receiving rents/profits since this order and instead of accounting/paying them to the receiver, she has been using them for her own benefit. If true, this is a willful violation of Judge Lee's Order.

If the receiver has not been provided with the documents/information ordered by Judge Lee and requested by Mr. Twitty **by 5:00 p.m. on Monday, March 8**, we will be filing a Rule to Show Cause and seeking an expedited hearing with Judge Lee. In addition to seeking the immediate production of the documents requested, we will request all other relief available, including our attorneys' fees, costs, sanctions, and the clawback of any rents/profits paid to third parties since the date of Judge Lee's order.

As I mentioned before, I am not trying to be difficult, but Ms. Jones' sustained and willful refusal to cooperate in this case and comply with Judge Lee's order leaves us few options.

Best,
 Billy

From: Jane Downey <jane@mttlaw.com>
Sent: Wednesday, March 3, 2021 11:20 AM
To: Billy McGee <billy.mcgee@nelsonmullins.com>
Cc: Drew Radeker <drew@harrisonfirm.com>; Elle Klein <elle.klein@nelsonmullins.com>; Jessica Dominick <jessica.dominick@nelsonmullins.com>; Chris Twitty (sgchris001@aol.com) <sgchris001@aol.com>; Jessica Nystrom <jessica@mttlaw.com>
Subject: RE: Salon Proz/Optus

Billy we are waiting on some information, but it could be this month.

From: Billy McGee [<mailto:billy.mcgee@nelsonmullins.com>]
Sent: Monday, March 1, 2021 5:23 PM
To: Jane Downey <jane@mttlaw.com>
Cc: Drew Radeker <drew@harrisonfirm.com>; Elle Klein <elle.klein@nelsonmullins.com>; Jessica Dominick <jessica.dominick@nelsonmullins.com>; Chris Twitty (sgchris001@aol.com) <sgchris001@aol.com>
Subject: RE: Salon Proz/Optus

From: Billy McGee
Sent: Monday, March 8, 2021 2:40 PM
To: Jane Downey; Elle Klein
Cc: Drew Radeker
Subject: RE: Salon Proz

Jane,
 The decision of when to file for BK is Yvonne's and we will comply with any stay requirements or orders if and when she does. However, I have no idea why she is choosing not to comply with Judge Lee's Order and the request of the court-appointed receiver by refusing to provide the keys to the property, rent/profit information, payments received and where they went, etc.

We have been more than patient and reasonable in the months since Judge Lee's Order was entered. If your client doesn't provide everything required by it and Mr. Twitty's request by close of business today, we will notify Judge Lee and take the appropriate actions to enforce her Order.

Best,
 Billy

From: Jane Downey <jane@mttlaw.com>
Sent: Monday, March 8, 2021 2:32 PM
To: Elle Klein <elle.klein@nelsonmullins.com>
Cc: Drew Radeker <Drew@harrisonfirm.com>; Billy McGee <billy.mcgee@nelsonmullins.com>
Subject: Salon Proz

◀External Email▶ - From: jane@mttlaw.com

Yvonne asked me to ask you if you have everything you need to hold off for her to file on April 1. She said she's sitting in front of the bankruptcy court ready to file pro se if she doesn't hear back the answer is yes.



Jane H. Downey

certified specialist in bankruptcy and debtor/creditor law

1700 Sunset Blvd.
 West Columbia, SC 29169
 (803) 454-1983

<http://www.mooretaylorlaw.com/>
www.downeylaw.com



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Moore Taylor Law Firm, P.A.
1700 Sunset Blvd.
Post Office Box 5709
West Columbia, SC 29171
Phone: 803-796-9160
Fax: 803-791-8410

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ELECTRONICALLY FILED - 2021 Mar 10 12:55 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4007187

Exhibit C

[illegible]

[illegible]

Record on Appeal p. 079

Record on Appeal p. 080

Record on Appeal p. 082

Record on Appeal p. 085

[illegible]

Record on Appeal p. 087

[illegible][illegible]

Record on Appeal p. 090

[illegible]

Record on Appeal p. 097

[illegible]

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND)

South Carolina Community Bank,) Civil Action No. 2011-CP-40-07187

Plaintiff,

VS.

Salon Proz, LLC, Columbia Empowerment
Zone, Inc. d/b/a The Columbia
Empowerment Zone and Frank Mitchell,

Defendants

PLAINTIFF'S MOTION TO ENFORCE
PRIOR ORDERS OF THE COURT,
FOR CONTEMPT, AND TO STRIKE
COUNTERCLAIM

TO: ANDREW RADEKER, ESQUIRE, ATTORNEY FOR DEFENDANT SALON PROZ, LLC

YOU WILL PLEASE TAKE NOTICE that Plaintiff South Carolina Community Bank (hereinafter “Plaintiff”), by and through its undersigned attorney, will move before the Judge of the above-referenced Court in chambers in the appropriate courthouse on the tenth (10th) day after service hereof, at 10:00 o'clock a.m., or as soon thereafter as counsel may be heard, for an Order granting Plaintiff’s Motion to Enforce Prior Orders of the Court, For Contempt, and to Strike Defendant Salon Proz, LLC’s (hereinafter “Defendant”) Counterclaim.

1. That the parties were previously before this Court and an Order of Appointment was issued by the Honorable Alison Renee Lee on October 1, 2020. *See* Ex. A, Order of Appointment.
2. The Order of Appointment provided that Christopher Twitty to be appointed as receiver to take charge of the real property, which is subject of this action, and to collect rents, debts, and fees pertaining to the property. Further, the Order of Appointment provided that the Receiver was to take charge of the property and maintain all keys, books, records, indices,

rental proceeds, bank accounts, funds, deposits, and other tangible items or documents involving the property.

3. Despite repeated requests from Plaintiff's counsel as well as the Receiver, Defendant refused to provide the Receiver with the documents, rents, and other items as requested and ordered more than one year ago. *See* Ex. B, Emails between Counsel regarding Receiver Requests.
4. Defendant has violated the Order of Appointment of this Court.
5. As a result of Defendant's violation of the Order of Appointment, Plaintiff filed a Rule to Show Cause on March 10, 2021 ("RTSC"). In its RTSC, Plaintiff detailed Defendant's continued and sustained failures to comply with Judge Lee's Order of Appointment, which was entered five months prior to the filing of the RTSC.
6. Thirteen days after the RTSC was filed with this Court, Defendant filed for bankruptcy protection. Upon information and belief, the sole purpose of Defendant's bankruptcy petition was to delay the enforcement of the Order of Appointment and the RTSC. Defendant's bankruptcy was dismissed by order dated August 20, 2021.
7. A hearing on Plaintiff's RTSC was held before the Honorable Donald B. Hocker on October 25, 2021. Despite the passage of over a year since the Order of Appointment, Defendant had continued to violate its express terms and requirements.
8. On November 5, 2021, Judge Hocker issued his RTSC Order, in which he found Defendant in violation of the Order of Appointment. *See* Ex. C, RTSC Order. Judge Hocker further ordered Defendant to fully comply with the Order of Appointment within 30 days, or by December 6, 2021. Judge Hocker held the determination of Plaintiff's claim for attorneys'

fees, costs, sanctions, and Receiver's fees and costs in abeyance until the December 6, 2021 deadline for Defendant to comply.

9. Receiver Twitty has reported that Defendant Jones is "still contacting tenants, terminating lease agreements, and not allowing us to collect all the rent." *See* Ex. D, November 10, 2021 Email from Receiver Twitty.
10. Due to Defendant's actions, Plaintiff notified Judge Hocker and requested a hearing to again address Defendant's continued violations of the Court's Order and interference with Receiver Twitty. *See* Ex. E, November 24, 2021 Email to Judge Hocker; Ex. F, Plaintiff's Motion for Status Conference and Continuance of Trial.
11. To date, Defendant has failed to provide the following, in violation of the Order of Appointment and RTSC Order:
 - a. Historical rent rolls, rental agreements, and accounting of all tenants, rent received, and where rent payments went for the time period preceding the Order;
 - b. Keys to all areas of the property;
 - c. All current leases not yet provided;
 - d. All rental payments received since October 2, 2020 and documents related to where payments were deposited, otherwise negotiated, or spent; and
 - e. All documents related to any bank account(s) owned, used, or accessible by Defendant. Moreover, as set forth on page 2 of the Order, Defendant is to immediately transfer access and oversight of the aforementioned accounts to the Receiver, provide a copy of the Order to the bank where any account is held, and facilitate Receiver's ability to exercise control over the account.

RTSC Order, p. 2.

12. Defendant has willfully violated Judge Lee's Order of Appointment and refused to comply with the corrective action required by the RTSC Order within the timeframe provided by Judge Hocker.

13. Plaintiff is informed and believes that Defendant should be required to pay attorneys' fees and costs for seeking compliance with the Order of Appointment since its issuance and the prosecution of this action, as well as Receiver's fees and costs.
14. Defendant's intentional and sustained violation of the Court's Orders has severely prejudiced Plaintiff's fundamental ability to defend itself against Defendant's counterclaims.
15. Plaintiff respectfully requests that the Court enter an Order striking and dismissing, with prejudice, all of Defendant's counterclaims against Plaintiff and referring this matter to the Master-in-Equity to determine the remaining foreclosure claim.
16. Counsel for Plaintiff attests that he consulted with Defendant's attorney prior to filing the instant Motion in an effort to resolve the matters at issue.

WHEREFORE, Plaintiff prays:

1. For relief as previously order by the Court and for the prosecution of this action in the form of an order to immediately comply with the Order of Appointment and requests of the court-appointed receiver, Mr. Twitty;
2. For Defendant to be held in willful contempt of court;
3. For Plaintiff's attorneys' fees and costs incurred in seeking compliance with and enforcing the Court's Order of Appointment since its issuance;
4. For Receiver's fees and costs;
5. For an Order striking and dismissing, with prejudice, all of Defendant's counterclaims against Plaintiff and referring this matter to the Master-in-Equity to determine the remaining foreclosure claim; and
6. For such other and further relief this Honorable Court may deem just and proper.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/Thomas William McGee, III

Thomas William McGee, III

SC Bar No. 11317

E-Mail: billy.mcgee@nelsonmullins.com

1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

(803) 799-2000

Attorney for Plaintiff

December 21, 2021

Columbia, South Carolina.

Exhibit B

Subject: FW: 2020.10.02 Order Appointing Receiver - 4834-8445-7165 1.pdf

From: Chris Twitty <sgchris001@aol.com>
Sent: Thursday, February 25, 2021 12:31 PM
To: Elle Klein <elle.klein@nelsonmullins.com>
Subject: Fwd: 2020.10.02 Order Appointing Receiver - 4834-8445-7165 1.pdf

◀External Email▶ - From: sgchris001@aol.com

Elle,
Please see below, Drew has not sent me anything on this case.

Chris

Sent from my iPhone

Begin forwarded message:

From: Chris Twitty <sgchris001@aol.com>
Date: February 19, 2021 at 2:22:07 PM EST
To: Elle Klein <elle.klein@nelsonmullins.com>
Subject: Fwd: 2020.10.02 Order Appointing Receiver - 4834-8445-7165 1.pdf

Elle,
We spoke on Tuesday and he asked that I send a list of what I needed. Below is the email that I sent, but he has not responded.

Regards,
Chris

Sent from my iPhone

Begin forwarded message:

From: Chris Twitty <sgchris001@aol.com>
Date: February 16, 2021 at 11:34:51 AM EST
To: Drew Radeker <drew@harrisonfirm.com>
Subject: 2020.10.02 Order Appointing Receiver - 4834-8445-7165 1.pdf

Drew,
I need keys, all records on the property, leases, rental info, rent roll, actual rent payments and anything that would otherwise pertain to the property.

Regards,
Chris Twitty

Sent from my iPhone

Subject: RE: Salon Proz/Optus

From: Jane Downey <jane@mttlaw.com>
Sent: Thursday, March 4, 2021 4:36 PM
To: Billy McGee <billy.mcgee@nelsonmullins.com>; Drew Radeker <Drew@harrisonfirm.com>
Cc: Elle Klein <elle.klein@nelsonmullins.com>; Jessica Dominick <jessica.dominick@nelsonmullins.com>; Chris Twitty <sgchris001@aol.com> <sgchris001@aol.com>; Jessica Nystrom <jessica@mttlaw.com>
Subject: RE: Salon Proz/Optus

Billy, it seems the timeline for filing will be April Fools Day.

From: Billy McGee [<mailto:billy.mcgee@nelsonmullins.com>]
Sent: Thursday, March 4, 2021 1:34 PM
To: Drew Radeker <Drew@harrisonfirm.com>; Jane Downey <jane@mttlaw.com>
Cc: Elle Klein <elle.klein@nelsonmullins.com>; Jessica Dominick <jessica.dominick@nelsonmullins.com>; Chris Twitty <sgchris001@aol.com> <sgchris001@aol.com>; Jessica Nystrom <jessica@mttlaw.com>
Subject: RE: Salon Proz/Optus

Thanks all.

From: Drew Radeker <Drew@harrisonfirm.com>
Sent: Thursday, March 4, 2021 1:29 PM
To: Jane Downey <jane@mttlaw.com>; Billy McGee <billy.mcgee@nelsonmullins.com>
Cc: Elle Klein <elle.klein@nelsonmullins.com>; Jessica Dominick <jessica.dominick@nelsonmullins.com>; Chris Twitty <sgchris001@aol.com> <sgchris001@aol.com>; Jessica Nystrom <jessica@mttlaw.com>
Subject: RE: Salon Proz/Optus

Billy, we understand the frustration.

Thanks.

Drew Radeker



923 Calhoun Street,
 Columbia, South Carolina 29201
 Post Office Box 50143,
 Columbia, South Carolina 29250
 Telephone: (803) 779-2211
 Facsimile: (803) 779-6700
www.harrisonfirm.com

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From: Jane Downey <jane@mttlaw.com>
Sent: Thursday, March 4, 2021 1:24 PM

To: Billy McGee <billy.mcgee@nelsonmullins.com>
Cc: Drew Radeker <Drew@harrisonfirm.com>; Elle Klein <elle.klein@nelsonmullins.com>; Jessica Dominick <jessica.dominick@nelsonmullins.com>; Chris Twitty (sgchris001@aol.com) <sgchris001@aol.com>; Jessica Nystrom <jessica@mttlaw.com>
Subject: RE: Salon Proz/Optus

I understand. I'll check with Yvonne about the timeframe and let you know.

From: Billy McGee [<mailto:billy.mcgee@nelsonmullins.com>]
Sent: Thursday, March 4, 2021 1:20 PM
To: Jane Downey <jane@mttlaw.com>
Cc: Drew Radeker <drew@harrisonfirm.com>; Elle Klein <elle.klein@nelsonmullins.com>; Jessica Dominick <jessica.dominick@nelsonmullins.com>; Chris Twitty (sgchris001@aol.com) <sgchris001@aol.com>; Jessica Nystrom <jessica@mttlaw.com>
Subject: RE: Salon Proz/Optus

Jane,
 If it could be weeks and there is any chance of it taking longer/not occurring, we need to get the documents and information requested to the receiver ASAP. Please confirm when this can be accomplished so that Mr. Twitty (copied) can be looking out for delivery and we can hold off on contacting Judge Lee. I am not trying to be difficult, but this situation with the borrower has gone on years too long and we need to keep things moving unless/until a court orders otherwise,
 Best,
 Billy

From: Jane Downey <jane@mttlaw.com>
Sent: Wednesday, March 3, 2021 11:20 AM
To: Billy McGee <billy.mcgee@nelsonmullins.com>
Cc: Drew Radeker <drew@harrisonfirm.com>; Elle Klein <elle.klein@nelsonmullins.com>; Jessica Dominick <jessica.dominick@nelsonmullins.com>; Chris Twitty (sgchris001@aol.com) <sgchris001@aol.com>; Jessica Nystrom <jessica@mttlaw.com>
Subject: RE: Salon Proz/Optus

Billy we are waiting on some information, but it could be this month.

From: Billy McGee [<mailto:billy.mcgee@nelsonmullins.com>]
Sent: Monday, March 1, 2021 5:23 PM
To: Jane Downey <jane@mttlaw.com>
Cc: Drew Radeker <drew@harrisonfirm.com>; Elle Klein <elle.klein@nelsonmullins.com>; Jessica Dominick <jessica.dominick@nelsonmullins.com>; Chris Twitty (sgchris001@aol.com) <sgchris001@aol.com>
Subject: RE: Salon Proz/Optus

Thanks Jane – when do you expect to file?

From: Jane Downey <jane@mttlaw.com>
Sent: Monday, March 1, 2021 4:07 PM
To: Billy McGee <billy.mcgee@nelsonmullins.com>

Cc: Drew Radeker <drew@harrisonfirm.com>; Elle Klein <elle.klein@nelsonmullins.com>; Jessica Dominick <jessica.dominick@nelsonmullins.com>; Chris Twitty (sgchris001@aol.com) <sgchris001@aol.com>

Subject: Re: Salon Proz/Optus

Hi Billy. We will gear up for the bankruptcy. Yvonne got us some information today we needed. I'm out of town but will be back later this week.

On Mar 1, 2021, at 3:55 PM, Billy McGee <billy.mcgee@nelsonmullins.com> wrote:

Drew:

We received another call from the receiver in this matter saying that it has been very difficult to get ahold of you and/or the documents and information he has requested. He previously sent you a list on February 16, 2021 of exactly what he needs to move forward. To be clear, he needs the following:

- keys
- all records on the property
- leases
- rental info
- rent roll
- actual rent payments
- anything that would otherwise pertain to the property.

Please provide the above no later than **Wednesday, March 5 at 5pm**. Otherwise, we will need to seek assistance from Judge Lee to get this issue resolved.

This has dragged out far too long. At the beginning of January you and Jane suggested that we hold off on the deposition, which was court ordered, to allow time for Ms. Jones to file bankruptcy. Now, almost two months later, no bankruptcy has been filed. As such, please provide deposition dates for Ms. Jones over the next two weeks. Otherwise, we will notice her deposition for a date that suits our schedules.

Best,
Billy



THOMAS WILLIAM MCGEE, III **PARTNER**
billy.mcgee@nelsonmullins.com

MERIDIAN | 17TH FLOOR
1320 MAIN STREET | COLUMBIA, SC 29201
T 803.255.9431 F 803.256.7500

ONE WELLS FARGO CENTER | 23RD FLOOR
301 SOUTH COLLEGE STREET | CHARLOTTE, NC 28202
T 704.417.3208 F 704.377.4814
NELSONMULLINS.COM **VCARD** **VIEW BIO**

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Fax: 803-791-8410

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From: Billy McGee
Sent: Friday, March 5, 2021 1:54 PM
To: Jane Downey
Cc: Drew Radeker; Elle Klein; Jessica Dominick; Chris Twitty (sgchris001@aol.com); Jessica Nystrom
Subject: RE: Salon Proz/Optus
Attachments: 2020.10.02 Order Appointing Receiver - 4834-8445-7165 1.pdf

Jane,

Sorry I wasn't able to take your call, but I did get a summary of the conversation you had with Elle.

To make sure we are all on the same page, attached in the receiver order that was entered into back in October. This order expressly held that the receiver was to get an accounting and payment of all rents/profits, which has not occurred in 5 months since its entry despite several requests from us and the receiver. This is a requirement from Judge Lee and is not left to the discretion of Ms. Jones. In fact, it is my understanding that Ms. Jones has been receiving rents/profits since this order and instead of accounting/paying them to the receiver, she has been using them for her own benefit. If true, this is a willful violation of Judge Lee's Order.

If the receiver has not been provided with the documents/information ordered by Judge Lee and requested by Mr. Twitty **by 5:00 p.m. on Monday, March 8**, we will be filing a Rule to Show Cause and seeking an expedited hearing with Judge Lee. In addition to seeking the immediate production of the documents requested, we will request all other relief available, including our attorneys' fees, costs, sanctions, and the clawback of any rents/profits paid to third parties since the date of Judge Lee's order.

As I mentioned before, I am not trying to be difficult, but Ms. Jones' sustained and willful refusal to cooperate in this case and comply with Judge Lee's order leaves us few options.

Best,
 Billy

From: Jane Downey <jane@mttlaw.com>
Sent: Wednesday, March 3, 2021 11:20 AM
To: Billy McGee <billy.mcgee@nelsonmullins.com>
Cc: Drew Radeker <drew@harrisonfirm.com>; Elle Klein <elle.klein@nelsonmullins.com>; Jessica Dominick <jessica.dominick@nelsonmullins.com>; Chris Twitty (sgchris001@aol.com) <sgchris001@aol.com>; Jessica Nystrom <jessica@mttlaw.com>
Subject: RE: Salon Proz/Optus

Billy we are waiting on some information, but it could be this month.

From: Billy McGee [<mailto:billy.mcgee@nelsonmullins.com>]
Sent: Monday, March 1, 2021 5:23 PM
To: Jane Downey <jane@mttlaw.com>
Cc: Drew Radeker <drew@harrisonfirm.com>; Elle Klein <elle.klein@nelsonmullins.com>; Jessica Dominick <jessica.dominick@nelsonmullins.com>; Chris Twitty (sgchris001@aol.com) <sgchris001@aol.com>
Subject: RE: Salon Proz/Optus

From: Billy McGee
Sent: Monday, March 8, 2021 2:40 PM
To: Jane Downey; Elle Klein
Cc: Drew Radeker
Subject: RE: Salon Proz

Jane,
The decision of when to file for BK is Yvonne's and we will comply with any stay requirements or orders if and when she does. However, I have no idea why she is choosing not to comply with Judge Lee's Order and the request of the court-appointed receiver by refusing to provide the keys to the property, rent/profit information, payments received and where they went, etc.

We have been more than patient and reasonable in the months since Judge Lee's Order was entered. If your client doesn't provide everything required by it and Mr. Twitty's request by close of business today, we will notify Judge Lee and take the appropriate actions to enforce her Order.

Best,
Billy

From: Jane Downey <jane@mttlaw.com>
Sent: Monday, March 8, 2021 2:32 PM
To: Elle Klein <elle.klein@nelsonmullins.com>
Cc: Drew Radeker <Drew@harrisonfirm.com>; Billy McGee <billy.mcgee@nelsonmullins.com>
Subject: Salon Proz

◀External Email▶ - From: jane@mttlaw.com

Yvonne asked me to ask you if you have everything you need to hold off for her to file on April 1. She said she's sitting in front of the bankruptcy court ready to file pro se if she doesn't hear back the answer is yes.



Jane H. Downey

certified specialist in bankruptcy and debtor/creditor law

1700 Sunset Blvd.
West Columbia, SC 29169
(803) 454-1983

<http://www.mooretaylorlaw.com/>
www.downeylaw.com



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Fax: 803-791-8410

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ELECTRONICALLY FILED - 2021 Dec 21 1:15 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4007187

Exhibit D

Jessica Dominick

From: Mary Curtis Twitty <theshandongroupmc@gmail.com>
Sent: Wednesday, November 24, 2021 12:31 PM
To: Billy McGee
Cc: Chris Twitty
Subject: Re: Salon Proz, LLC
Attachments: Yvonne Jones Letter Received.pdf

Hello Mr. McGee,

We are continuing to have a problem with Ms. Jones interfering. She is still contacting tenants, terminating lease agreements, and not allowing us to collect all the rent. We received the below attached from her. In her letter she states she had some tenants that terminated their lease but after speaking with them it appears she terminated it due to nonpayment and she even attached her termination notice to them as well below. While you can see our welcome letter that she provided I disagree with her statement that it is harsh, but I am concerned that she seems to think our services are her decision and she can control it. I left a message with your receptionist to see if there was a time in the next week or two we could schedule a conference call with Chris, myself, and you to go over how we need to proceed in accordance with the courts in handling the increasing vacancies, her interference in collecting rent and dealing with tenants, lack of funds, and her continued involvement and visiting the property. Thank you so much for any assistance you can provide!

Sincerely,

Mary Curtis Twitty

The Shandon Group

Phone 803-779-6131

Fax 803-779-6182

Website www.theshandongroup.com

Licensed Real Estate Agent



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On Mon, Oct 25, 2021 at 1:58 PM Mary Curtis Twitty <theshandongroupmc@gmail.com> wrote:

Hello,

Ms. Jones has not provided us with access/control of the bank accounts. Ms. Jones has only given us some leases, we have no ledgers or history of rental payments or bank deposits. Ms. Brown has received payments from Midtown that we have not received. To our knowledge this is all.

Sincerely,

Mary Curtis Twitty

The Shandon Group

Phone 803-779-6131

Fax 803-779-6182

Website www.theshandongroup.com

Licensed Real Estate Agent



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On Mon, Oct 25, 2021 at 12:06 PM Billy McGee <billy.mcgee@nelsonmullins.com> wrote:

Chris,

The Order appointing you as receiver states that you are to receive and maintain "all keys, books, records, indices, rental proceeds, bank accounts, funds, deposits and other tangible items." In addition to the below issues, has Ms. Jones provided you with access/control of the bank accounts and/or history of rental agreements/payments by tenants? Are there any rental payments that Ms. Brown has received (to your knowledge) that have not been deposited or paid to you for managing? If you can think of anything else I need to ask the court to order her to provide before the 2:00 p.m. hearing, please let me know.

Best,

Billy

From: Mary Curtis Twitty <theshandongroupmc@gmail.com>
Sent: Friday, October 22, 2021 4:26 PM
To: Billy McGee <billy.mcgee@nelsonmullins.com>
Cc: Chris Twitty <SGChris001@aol.com>
Subject: RE: Salon Proz, LLC

◀ **External Email** ▶ - From: theshandongroupmc@gmail.com

Good Afternoon,

Please see the attached below requested information on behalf of Chris Twitty. The first document is the "Owner Statement" showing the detailed income and expenses for October 2021. Please note that we were only able to pay the most important prior owed expenses due to the lack of sufficient funds to cover current and upcoming expenses. I have also included each ledger for the property detailing the rent charge and when payment was received.

Note: We have not received any payment from Midtown Fellowship Church as of yet as the Owner seems to think that is hers.

Note: Annikka Sims in 2901-14 gave the Owner 30 days notice to vacate on 10/31/21 and her lease agreement stated last month's rent was paid at the time of move in and that is why she has no rent charge or income received.

Housekeeping Items:

1. The expenses (factoring prior owed, current, and future) will most certainly exceed the income being received. We will need some sort of reserve or additional funds at some point to allow for management fees, Chris's receivership fee, utilities, etc... to be paid without accruing further debt. (Most of the rents are severely below market rent and locked into ridiculously long lease agreements with utilities being included that should not be and this is why the income is not sufficient). Note: Several tenants have deposits that we have not been given.
2. We need approval to take a monthly management fee of 10% from the gross rent collected and approval information for who can sign a management contract with The Shandon Group.
3. We need approval and clarification on how much and when we can take Chris's receivership fees from the income held or who to submit invoices to!
4. We can attempt to lease the vacant units and the one moving out to help increase the income. Let us know if this is something you are interested in!
5. We have some leases, not all. We have no keys.

6. We informed all the tenants to pay rent to us and contact us and we have only heard from a few.

Please let me know if you need any questions or concerns or what else you need from us!

Sincerely,

Mary Curtis Twitty

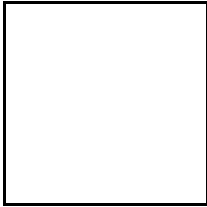
The Shandon Group

Phone 803-779-6131

Fax 803-779-6182

Website www.theshandongroup.com

Licensed Real Estate Agent



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TO: Chris Twitty
FROM: Yvonne Jones, Owner, Salon Pro2, LLC
SUBJECT: The Shandon Group letter Dated 10-5-21
DATE: October 31, 2021

Salon Pro2, LLC tenants received the attached letter from The Shandon Group dated 10-5-21. I have some tenants that terminated their lease. I am asking that you not send such harsh letters to tenants. I do not want tenants to leave, I would like to keep them and your company for future services.

Thank You,
Yvonne Jones



October 5, 2021

RE: New Property Management Company

TO: All Current Residents

We are pleased to inform you that **effective immediately** we have assumed the management of the property that you currently occupy at **2901 Two Notch Road, Columbia, SC 29204** for the property owner. If you have a lease agreement it will be transferred to our company but we ask you please let us know and provide us a copy.

Your **October 2021** rent payment is ***due immediately***, and all future payments, should be made payable to "The Shandon Group" and mailed or dropped off at 2324 Devine Street, Columbia, SC 29205. There is also a rent drop slot located on the front door of our office and we do offer online payments for your convenience. Please make sure that your current address is on your payment.

Rent is due on the 1st of each month in full and is considered late after 5pm on the 5th of each month. If you are mailing your rent, it must be postmarked before the 5th to avoid being late. If you are paying online, it must be before 4pm on the 3rd of each month. *If your rent is considered late then there is an additional late fee that will be charged that is 10% of your total monthly rent.* Please contact us to work out a payment plan or a partial payment if you are unable to pay on time!

Our business hours are 9:00am - 5:00pm, Monday through Friday. Our office number is 803-779-6131. Our email is info@theshandongroup.com.

If there is an after-hours maintenance emergency, please call 803-758-4104.
EMERGENCIES ONLY PLEASE! We look forward to working with you and we hope you will contact us soon! Thank you!

Sincerely,

Mary Curtis Twitty, Property Manager
Stephanie Haile, Property Manager
Claire Bryan, Assistant Property Manager
Frazier Reynolds, Office Manager
Lee Chapman, Project Manager
Monica I. Meyers, Financial Specialist
Chris Twitty, President

Lease Terminated

Ms. Yvonne Jones

This letter shall serve as Integrity Plus Courier Service Inc. official 30 -day notice to vacate. In this written notice, Integrity Plus Courier Service Inc. request to vacate and terminate, month to month office lease.

Integrity Plus Courier Service will vacate the property, at the latest, by October 7, 2021

Mr. Hammett and I would like to thank you and appreciates everything during, Office leasing.

Thank You,

Walter A. Prince

A handwritten signature in black ink that reads "Walter A. Prince". The signature is written in a cursive style with a long horizontal stroke at the end.

Office Suites, LLC

2901-A Two Notch Road
Columbia, SC 29204
(803) 708-6801

*Lease
Terminated*

Tommie Brown
2901-A Two Notch Road, Suite #5
Columbia, SC 29204

RE: Five-Day Notice

Dear Tommie:

Your rent is late. It was due on October 1, 2021. This is your Five-Day Notice to pay your rent or vacate the premises. If your rent is not paid by October 9, 2021, a complaint will be filed in the Magistrate's Court. Once the eviction process starts, it will not be stopped by Office Suites, LLC.

Sincerely,

Yvonne Jones, Owner
Office Suites, LLC

cc: file

Office Suites, LLC

2901-A Two Notch Road
Columbia, SC 29204
(803) 708-6801

Lease
Terminated

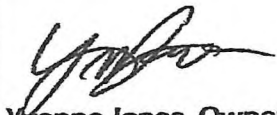
Mr. Micah Wilson
2901-A Two Notch Road, Suite #4
Columbia, SC 29204

RE: 30 Day Written Notice

Dear Micah Wilson:

Your Month-to-Month lease with Office Suites, LLC will not be renewed. This is your 30 Day Written Notice to vacate the premises.

Sincerely,



Yvonne Jones, Owner
Office Suites, LLC

cc: file

ELECTRONICALLY FILED - 2021 Dec 21 1:15 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4007187

Exhibit E

Jessica Dominick

From: Billy McGee
Sent: Wednesday, November 24, 2021 12:31 PM
To: Hocker, Donald B. Law Clerk (Mary Driggers); dhockerj@scccourts.org
Cc: Drew Radeker; Jessica Dominick
Subject: SC Community Bank v. Salon Proz, et al. (Civil Action No. 2011-CP-40-07187)
Attachments: Re: Salon Proz, LLC.msg; 2021.11.05 Order on Rule to Show Cause 4864-7481-6258 v.1.pdf

Judge Hocker,

I represent Plaintiff SCCB n/k/a Optus Bank ("Optus Bank") in the above matter pending in Richland County. As Your Honor may recall, you heard my Rule to Show Cause on October 25, 2021. By Order dated November 5, 2021 (a copy is attached), Your Honor granted my RTSC and set a date of full compliance by Defendants of December 5, 2021. The Order further held in abeyance the issue of our request for attorneys' fees, costs, sanctions, and receiver's fees until after the December 5 deadline.

Since the entry of the Order, the court-appointed Receiver, Chris Twitty, has reported that Defendants have not provided him with what was required by Judge Lee's Order of Appointment and Your Honor's November 5, 2021 Order. More specifically, the Receiver's November 10, 2021 email to me (attached) states that "[Defendant Jones] is still contacting tenants, terminating lease agreements, and not allowing us to collect all the rent." The Receiver further requests assistance "to go over how we need to proceed in accordance with the courts in handling the increasing vacancies, her interference in collecting rent and dealing with tenants, lack of funds, and her continued involvement and visiting the property." These are critical issues that have arisen and/or continued after Your Honor's Order was entered.

Moreover, Defendants have still failed to provide documents, information, access, keys, and other assistance outlined in our RTSC. By way of just one example, in the email string in the attached, the Receiver reports on October 25, 2021 – the date of the RTSC hearing – that "Ms. Jones has not provided us with access/control of the bank accounts. Ms. Jones has only given us some leases, we have no ledgers or history of rental payments or bank deposits. Ms. Brown has received payments from Midtown that we have not received." In short, Defendants continue to violate Judge Lee's Order of Appointment and have failed to take any corrective action required by Your Honor's November 5 Order.

In light of the above, I would respectfully request that Your Honor schedule a hearing to address (1) Defendants' failure to comply with your Order, and (2) determine the issues of Optus Bank's request for attorneys' fees, costs, sanctions, and receiver's fees, as expressly contemplated in your Order. Lastly, we recently received notice that this matter is on the trial roster for the term beginning December 6, 2021. However, Defendants' intentional and sustained violation of this Court's orders, has made it impossible for Optus Bank to receive documents and information essential to its claims and defenses. Accordingly, I further intend to move to strike Defendants' Answer and Counterclaims in this matter. I believe this relief is well within the Court's discretion under applicable Rules of Civil Procedure given the facts and circumstances in this case.

If Your Honor has any questions or needs assistance in scheduling a hearing as requested above, please let me know at your earliest convenience.

With highest regards,
 Billy McGee



THOMAS WILLIAM MCGEE, III [PARTNER](#)

billy.mcgee@nelsonmullins.com

MERIDIAN | 17TH FLOOR

1320 MAIN STREET | COLUMBIA, SC 29201

T 803.255.9431 F 803.256.7500

ONE WELLS FARGO CENTER | 23RD FLOOR

301 SOUTH COLLEGE STREET | CHARLOTTE, NC 28202

T 704.417.3208 F 704.377.4814

NELSONMULLINS.COM [VCARD](#) [VIEW BIO](#)

Exhibit F

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

South Carolina Community Bank,) Civil Action No. 2011-CP-40-07187

Plaintiff,

VS.

Salon Proz, LLC, Columbia Empowerment
Zone, Inc. d/b/a The Columbia
Empowerment Zone and Frank Mitchell,

Defendants

PLAINTIFF'S MOTION FOR STATUS
CONFERENCE AND CONTINUANCE
OF TRIAL

YOU WILL PLEASE TAKE NOTICE that Plaintiff South Carolina Community Bank d/b/a Optus Bank (hereinafter "Optus"), by and through its undersigned attorneys, will move before the Judge of the above-referenced Court in chambers in the appropriate courthouse on the tenth (10th) day after service hereof, at 10:00 o'clock a.m., or as soon thereafter as counsel may be heard, for an Order for a status conference and continuing the trial of this case beyond the December 6, 2021 term of court and making this case eligible for trial after a court-ordered deposition of Defendant Salon Proz, LLC (hereinafter "Defendant") and ruling on dispositive motions.

The grounds for this Consent Motion are there have been substantial issues with Defendant's compliance with prior court orders and requests from the receiver appointed by Judge Lee. More specifically, Judge Lee issued an Order Appointing Receiver on October 2, 2020. This Order did not become final until October 26, 2020 due to Defendant's Motion to Reconsider, which was denied. Despite multiple requests over the next several months, Defendant failed to provide the receiver with the documents, information, and access he requested. Accordingly, on March

20, 2021, Plaintiff filed a Rule to Show Cause (“RTSC”), in which it sought an order finding Defendant in violation of Judge Lee’s RTSC Order. However, before a hearing on the RTSC could be scheduled, Defendant filed for bankruptcy protection on March 23, 2021. This filing stayed the case and all of Plaintiff’s attempts to (1) depose Defendant per Judge Lee’s 8/19/20 Order; (2) obtain needed documents, information, and access per Plaintiff’s RTSC and earlier Motion to Compel; and (3) file and argue Plaintiff’s dispositive motion regarding Defendant’s baseless counterclaims, which if dismissed would permit the case to be transferred to the master-in-equity.

Defendant’s bankruptcy action was dismissed in or about September 2021. Plaintiff then renewed its efforts to depose the Defendant and seek a hearing and Order regarding the still-pending RTSC. A hearing on the RTSC was held on October 25 before Judge Hocker. The Court found in favor of Plaintiff and on November 5 issued an Order regarding the RTSC, granting Defendant 30 days in which to fully and completely comply with Judge Lee’s Order of Appointment. Defendant’s deadline to comply with this pending Order is December 5, 2021. However, last week the receiver again notified counsel for Plaintiff that Defendant continued to interfere with his court-ordered duties and had still not provided him with documents, information, and access pursuant to Judge Hocker’s November 5 Order.

Therefore, the undersigned notified Judge Hocker and requested a hearing to again address Defendant’s continued and sustained efforts to delay this case, interfere with the receiver, and otherwise impede Plaintiff’s ability to complete discovery and move to dismiss the counterclaims. Plaintiff also notified Judge Hocker and counsel for Defendant that at the hearing tentatively set for December 2, Plaintiff intend to seek the striking of Defendant’s Answer and Counterclaims in response to its improper actions.¹

¹ The undersigned has worked and communicated well with Defendant’s counsel, Mr. Radeker,

In sum, Plaintiff seeks a continuance and status conference to address these and other relevant issues that effect the trial of this matter. Plaintiff submits that a court-ordered deposition of Defendant and an expedited briefing and hearing of dispositive motions is the most fair, efficient, and prudent cause of action given the circumstances of this case.

This Motion may be supported by a memorandum of law, as well as the South Carolina Rules of Civil Procedure, discovery between the parties, relevant statutes and case law, supporting affidavits, oral argument by counsel of record, and/or any other documents and support that may be permitted by the Court. Lastly, by his email to Judge Manning's law clerk and the clerk of court's office on November 28, 2021, counsel for Defendant consented to a continuance and status conference.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/Thomas William McGee, III

Thomas William McGee, III

SC Bar No. 11317

E-Mail: billy.mcgee@nelsonmullins.com

1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

(803) 799-2000

Attorneys for Plaintiff

Columbia, South Carolina

November 29, 2021.

throughout this matter. It is believed the Defendant itself, and not Mr. Radeker, is responsible for these improper actions.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-40-7187

South Carolina Community Bank,

Plaintiff,

vs.

**Salon Proz, LLC, Columbia
Empowerment Zone, Inc. d/b/a The
Columbia Empowerment Zone, and
Frank Mitchell,**

Defendants.

**MOTION TO RECONSIDER
MARCH 22 AND MARCH 29, 2022,
ORDERS**

YOU WILL PLEASE TAKE NOTICE that Defendant Salon Proz, LLC (hereinafter “the Defendant”) moves before this court pursuant to Rules 52 and 59, SCRCp, for an order reconsidering, altering, amending, and/or clarifying the orders filed in the above-captioned action on March 22, 2022, and March 29, 2022.

The Defendant so moves on the following grounds:

1. The Defendant specifically incorporates into this motion by reference its previous filings in this case and all arguments it made at the hearings that produced the aforesaid orders.
2. The court has not taken into account the evidence adduced in this case. Any noncompliance with previous orders by the Defendant arose from desperation at the receiver’s failure to meet his responsibilities and from the receiver lulling the Defendant into believing that the Defendant had done what was needed to comply or that strict compliance would not be required.

3. The record shows no willful disobedience of any order, no bad faith, and no ill intention. Acts done in desperation to save a business because of a receiver's failure to perform his duties do not constitute contempt, willful disobedience of an order, or sanctionable conduct.
4. Most of the content of the orders and of the Plaintiff's case in seeking them was based on unsworn representations of Plaintiff's counsel, not on evidence actually adduced. To take these representations as fact was error. Plaintiff's counsel did not offer testimony. Arguments of counsel are not evidence. Trivelas v. S.C. Dept. of Transportation, 348 S.C. 125, 141, 558 S.E.2d 271, 279 (Ct. App. 2001); Higgins v. MUSC, 326 S.C. 592, 599 S.E.2d 269, 272 (Ct. App. 1997); Historic Charleston Foundation v. Krawcheck, 313 S.C. 500, 508 n. 7, 443 S.E.2d 401, 406 n. 7 (Ct. App. 1994); Gilmore v. Ivey, 290 S.C. 53, 58, 348 S.E.2d 180, 183 (Ct. App. 1986).
5. This is particularly troubling in light of the fact that Defendant called a witness whose testimony showed that Plaintiff's counsel had made to the court recitations of fact that were false about his communications with that witness.
6. The receiver failed to do his job. That is what the evidence shows. The court should have granted Defendant's motion to terminate the receivership or remove Mr. Twitty as the receiver. (Alternatively, a ruling of some sort should be issued on Defendant's such motion.) Mr. Twitty's conduct has amply demonstrated that he is not an appropriate person to serve as receiver in this case. Mr. Twitty had collected ample money to pay the utility bills associated with the property at issue, but he did not pay them and was apparently fine with letting utility service be terminated for non-payment. Were it not for the rescuing actions of the Defendant

and Yvonne Jones, utility service (such as power and water) to the property in question would have been shut off. The receiver undertook to threaten with eviction tenants who had paid their rent. Mr. Twitty should not serve as receiver for this property. A receiver may be removed for good cause, Faust v. Bank of Brunson, 96 S.C. 411, 81 S.E. 7, 10 (1914), and good cause of removal of the receiver was shown here.

7. It would seem that the court simply ordered the payment to Mr. Twitty of compensation for the time he has served as receiver, and not for time he spent dealing with matters flowing from the claimed disobedience of orders. Indeed, the evidence indicates that he did little to nothing about the claimed disobedience.
8. The court has purported to sanction Yvonne Jones, even though she is not a party to this case and the court lacks personal jurisdiction over her.
9. In that same vein, the court should clarify whether it is directing that rent owed to Office Suites LLC and the The Event Hall LLC be paid to the receiver. To order those entities' rent paid to the receiver is error, since those entities are not parties to this action and the court lacks personal jurisdiction over them.
10. This action should not have been referred to the master-in-equity, who cannot conduct jury trials. Reference to a master-in-equity does not serve as a punishment; rather, it is only appropriate where there is no right to a jury trial or none has been demanded. Here, this case was referred to the master-in-equity at a time when compulsory at-law counterclaims were still pending, and this was error. S.C. Community Bank v. Salon Proz, LLC, 420 S.C. 89, 97, 800 S.E.2d 488, 492 (Ct. App. 2017).

11. The sanctions imposed are inappropriately harsh. The record lacks support for the imposition of a sanction as harsh as dismissal of the counterclaims, let alone dismissal with prejudice *and* payment of fees and costs.
12. Our Supreme Court has observed that where a “sanction would be tantamount to granting a judgment by default, the moving party must show bad faith, willful disobedience or gross indifference to its rights to justify the sanction.” Davis v. Parkview Apts., 409 S.C. 266, 762 S.E.2d 535, 544 (2014) (quoting Griffin Grading & Clearing, Inc. v. Tire Serv. Equip. Mfg. Co., 334 S.C. 193, 198, 511 S.E.2d 716, 718 (Ct. App. 1999)). While the Plaintiff’s claim will remain pending and a default judgment was not rendered, it is somewhat similar in that it will end the Defendant’s counterclaims without a trial on their merits. The Court of Appeals has observed that “[a] sanction that results in a default or dismissal is a severe punishment that should be imposed only if there is some showing of *bad faith, willful disobedience, or gross indifference* to the rights of the adverse party.” Rickerson v. Karl, 412 S.C. 215, 770 S.E.2d 767, 770 (Ct. App. 2015) (emphasis in original). No bad faith, willful disobedience, or gross indifference to the Plaintiff’s rights was shown here.
13. The orders subject of this motion are internally inconsistent. One expressly decides that the proper procedure for contempt sanctions was not followed and declines to impose sanctions on a contempt basis. The other issues sanctions on a contempt basis. This is not permissible.
14. The only theoretically possible basis for sanctions here would be for contempt, but, as the court has ruled, contempt sanctions would not be proper procedurally. No basis for sanctions remained.

15. This case been pending for a long time. The Defendant did not cause that. Indeed, at every turn, the Defendant has cooperated in and sometimes led the charge to get this case on trial and motions dockets.
16. The orders at issue assume the Plaintiff is entitled to victory in this case, stating that the Defendant has not made mortgage payments in 11 years. Whether the Plaintiff or the Defendant has the right to prevail in this case remains to be proven. The court has done what is unfortunately quite common in our legal system: assumed that, since the bank brought a foreclosure action, it must be entitled to win it. This is not the law. In accordance with the general principle that in a civil action the plaintiff bears the burden of proof, it is incumbent upon the party seeking foreclosure of a mortgage to prove all the elements of its case. See Baugh & Sons Co. v. Graham, 150 S.C. 398, 401, 148 S.E. 220 (1926) (plaintiff bears burden of proof in civil case); Paramount Fund, Inc. v. Cusaac, 282 S.C. 497, 499, 319 S.E.2d 354, 355 (Ct. App. 1984) (“[i]n an action to foreclose a mortgage on real property, the mortgagee has the burden of proving a disputed mortgage by the preponderance of the evidence”).
17. In any event, the Defendant not making mortgage payments is not an appropriate or permissible basis for sanctions.
18. The court has made the conclusion – without supporting findings and without support in the record – that failure to comply with the receivership orders has hindered the Plaintiff’s ability to defend the counterclaims. No such hindrance has occurred, and none has been shown. It makes no logical sense for there to have

been such hindrance. The Plaintiff's ability to defend the counterclaims has not been hindered by the Defendant's actions.

19. This motion is also based upon all applicable statutory law, case law, common law, and the record in this action.
20. Non-parties Yvonne Jones, Office Suites LLC, and the The Event Hall LLC, without submitting to personal jurisdiction, join in this motion to echo it and to note that this court had no jurisdiction over them and that the court lacked the power or authority to issue any orders against them.

Pursuant to Rule 11, SCRCPP, the undersigned certifies that there would have been no useful purpose in consultation with opposing counsel in an attempt to resolve the matter subject of this motion.

Respectfully submitted,

/s/ Andrew S. Radeker
Andrew S. Radeker
S.C. Bar No. 73743
HARRISON, RADEKER & SMITH, P.A.
Post Office Box 50143
Columbia, South Carolina 29250
(803) 779-2211
drew@harrisonfirm.com
ATTORNEY FOR DEFENDANT
SALON PROZ, LLC

Columbia, South Carolina
April 1, 2022

1 THE COURT: All right, Gentlemen, we are on the
2 record this morning in the case of South Carolina
3 Community Bank versus Salon Proz, LLC and others; it is a
4 2011 Richland County case, file number is 07187. Matters
5 before the Court on Plaintiff's motion on behalf of prior
6 Court orders, enforce, seeking contempt. And I was
7 reading what's, put this on the bench, I guess Mr. McGee;
8 and also striking a counterclaim. Mr. McGee, I know that
9 there was some email correspondence, may have even had,
10 maybe a little status conference. I know we had a hearing
11 with just the lawyers. I don't think the parties were
12 present. And just kind of give me an overview of this and
13 kind of where we are.

14 MR. MCGEE: Yes, Your Honor. May it please the
15 Court, Judge.

16 THE COURT: Certainly.

17 MR. MCGEE: Your Honor, by way, I did want to give
18 just a very brief background of the case because I know
19 Your Honor helped us with some procedural issues but just
20 so that Your Honor has just a very high level of
21 understanding of what the case is about. Over the course
22 of six months, Your Honor, from July, 2009 to April, 2010
23 the Defendant borrowed about \$924,000.00 dollars from my
24 client, who at the time was South Carolina Community Bank,
25 it is now called Optus Bank. It is the only minority

1 owned bank in the State of South Carolina. So the
2 Plaintiff borrowed about \$924,000.00 dollars, under two
3 mortgages and two promissory notes. Shortly after the
4 Defendant defaulted by failing to make a loan payment that
5 was due on May 16, 2011, that is almost eleven years ago,
6 she has not made a payment since then, in eleven years.
7 The mortgage as well as separate assignment of rents,
8 leases and profits and security deposits operated as an
9 assignment of any rentals of that property; to date the
10 Defendant has failed, prior to the issuance of the order,
11 the Defendant failed to pay any rents to the Plaintiff and
12 she has made some since that time. Also, Judge, at the
13 time that we filed our motion for appointment of a
14 Receiver the Defendant had failed to pay the property
15 taxes for eight years. So Optus Bank had to pay those,
16 all the caring cost during that entire time, while it was
17 not being paid any, any mortgage payments as well. And so
18 we moved for, based on those facts, Your Honor, we moved
19 for an appointment of a Receiver, Judge Alison Lee entered
20 the order of appointment on October 1 of 2020.
21 Immediately after that order we requested that, we
22 requested as well as the Receiver, and Your Honor, I just
23 note for the record, I should have done this beforehand,
24 that the Court appointed Receiver, Mr. Chris Twitty is
25 here today.

1 THE COURT: What is his last name?

2 MR. MCGEE: Twitty, T-W-I-T-T-Y. Despite our request
3 to the Plaintiff through her counsel as well as direct
4 request from Mr. Twitty to the Defendant, she refused to
5 provide him with documents, rents and other items
6 requested by Mr. Twitty and that were ordered more than
7 one year ago. And Exhibit B to our motion is before Your
8 Honor show the emails concerning the Receiver request that
9 we were following up on saying, the Receiver has asked for
10 all of these things, she hasn't given them. Please get
11 these from your client.

12 THE COURT: And that was in Judge Lee's order that
13 that be done?

14 MR. MCGEE: Absolutely. Yes, Your Honor. And the
15 order, in Judge Lee's order is Exhibit A to our motion.
16 And so when we did not get any of that follow-up and
17 again, this is back in early 2021, because the Defendant
18 violated the order of appointment we filed a rule to show
19 cause on March 10, 2021. And we detailed all of the
20 things that were requested and not provided; all of the
21 Receiver's efforts to obtain what he was entitled to under
22 the terms of the order of appointment; and all of the
23 Defendant's willful failures to comply with that.
24 Thirteen days after we filed the rule to show cause, Your
25 Honor, Defendant filed for bankruptcy protection. It was

1 our belief, based on the timing, that this was for the
2 sole purpose of delaying the enforcement of the order of
3 appointment and the rule to show cause.

4 THE COURT: Let me stop you for just a minute, Mr.
5 McGee. Filed bankruptcy in 2021, is that bankruptcy case
6 still pending?

7 MR. MCGEE: No, Your Honor, it was dismissed by order
8 dated August 20, 2021. So within four or five months it
9 was summarily dismissed. And so at that point we could
10 proceed with our rule to show cause and that is when we
11 appeared before Your Honor, as you mentioned, on October
12 25, 2021. At that time, despite the passage of over a
13 year since Judge Lee's order of appointment, the Defendant
14 had continued to violate the terms and the requirements.
15 On November 5 Your Honor issued the rule to show cause
16 order in which you found the Defendant in violation of the
17 order of appointment. A copy of Your Honor's order is
18 attached as Exhibit C to our motion. And Your Honor
19 further ordered the Defendant to fully comply with the
20 order of appointment and the rule to show cause order on
21 or before December 6th of 2021. So Your Honor gave her
22 more than a month, the Defendant more than a month to
23 comply with requirements that she had been under for more
24 than a year, gave her an additional month. And, Your
25 Honor, at that time expressly held in abeyance the issue

1 of our request for attorneys fees, cost, sanctions and
2 most importantly the fees and costs incurred by the
3 Receiver at that point in his efforts to comply with the
4 order of appointment as well. The Receiver has reported
5 that the Defendant is still contacting tenants,
6 terminating lease agreements and not allowing him to
7 collect all the rent. If Your Honor would note, that
8 Exhibit D there is a November 10, 2021 email. So during
9 that time period where Your Honor had instructed her to
10 comply she was continuing to violate the terms of both of
11 those orders. After, when the Defendant did not comply we
12 asked Your Honor for a, we filed our request here, our
13 motion here. And to date, as is detailed in our motion,
14 Judge, the Defendant has still failed to comply with,
15 providing historical rent roles, rental agreements,
16 accounting of all tenants, rent received and where rent
17 payments went from the time proceeding the order; the keys
18 to all the areas of the property; all current leases have
19 not yet been provided; all rental payments received from
20 October 2, 2020 and documents related to where the
21 payments were deposited or otherwise negotiated or spent;
22 and all documents related to any bank accounts used or
23 accessible by Defendant. All of these things were
24 required by Your Honor's order and those have not been
25 complied. After the Defendant failed to comply by Your

1 Honor's deadline of December 6th, 2021 we filed the
2 incident motion. On January 6th, 2021 we filed an
3 affidavit for Mr. Twitty and direct Your Honor to the
4 separately filed affidavit, I sent a copy by email
5 yesterday. I think it was definitely e-filed as well.
6 But in his January 6th affidavit Mr. Twitty, who is here
7 today to answer any questions, testified that Ms. Jones
8 had not provided the documents pursuant to the order, all
9 the documents that were pursuant to Your Honor's rule to
10 show cause order, Judge Lee's order; and that she was
11 continuing to interfere with his contact with the tenants,
12 receiving rent payments and other actions that he was
13 empowered by Judge Lee's order to overtake. And
14 importantly, Judge, I want to note at this point that the
15 Receiver, Mr. Twitty is not an advocate of any of these
16 parties here. As South Carolina Supreme Court has held, a
17 Receiver represents the Court appointing him, he is the
18 officer of the Court and is the agency through which the
19 Court acts. He is subject only to the Court's direction.
20 And that is Ex Parte Lawrence, 244 SC 572, Court of
21 Appeals has echoed that sentiment as well. In other
22 words, Judge, in addition to failing to comply with, in
23 fact willfully being in contempt of Judge Lee's order of
24 appointment from October of 2020 the Defendant is also in
25 contempt of Your Honor's rule to show cause order from

1 last year. And all during that time period she has
2 refused to cooperate and has actually interfered with the
3 Court appointed Receiver's actions in trying to comply
4 with Judge Lee's order. And a further example and Mr.
5 Twitty can address this when he testifies, Your Honor, is
6 after we filed Mr. Twitty's affidavit on January 6th a
7 tenant of the property, Midtown Fellowship Church that
8 holds services at the facility, at the property, I have
9 got pages from their website that show that they are a
10 tenant, but I think that Mr. Radeker is going to hand up
11 some exhibits that show that they have got a rental
12 agreement there. The Preacher, Pastor Anthony Frederick
13 called me on January 6th and said that Ms. Jones was
14 demanding that he pay her rent directly or she was going
15 to cut off the utilities. He had had similar discussions
16 with the Receiver that he can address, Mr. Twitty can
17 address as well. He spoke with Mr. Twitty about this and
18 called me to confirm that he was to pay the Receiver as
19 Mr. Twitty had informed him and explained to him what his
20 role was to the Pastor to make sure that the Pastor
21 understood that if he paid the Receiver that that was
22 going to count and he only had to pay rent one time
23 because he was hearing from the Defendant the same way.
24 So he had had these ongoing discussions but wanted to
25 contact me about it as well. I spoke with him and he

1 said, look, she is going, she has told me that she is
2 going to cut off the utilities, this was a Thursday, if I
3 don't pay her rent directly. You know, we have got
4 services on Sunday, I can't, it is January, I can't have
5 people come to the church, we don't have water or
6 electricity. So I reached out to Mr. Radeker who, of
7 course, this was the first time he had heard about it.
8 Mr. Radeker had no role in any of these problems, I
9 believe. Mr. Radeker checked and ultimately we got
10 confirmation that she agreed not to cut off any of the
11 utilities at that point. But, again, that is the type of
12 thing that was continuing after the rule to show cause
13 order and after we filed this motion pointing out the
14 Defendant's continued and sustained contempt. So, Your
15 Honor, we believe that all of these actions are taken for
16 the purpose of delay and this willful violation of all of
17 these orders is doing so that she can try to skirt around
18 the fact that the property is no longer in her control and
19 the money coming from the rent of the property is suppose
20 to go directly to the Receiver. As Your Honor pointed out
21 in introducing this case, it is a 2011 case. She has not
22 made any payments, any rent payments since May of, since
23 April of 2011. And so clearly what she is doing is just
24 delaying, delaying to the detriment of my client who
25 loaned her \$924,000.00 dollars, has complied with every

1 Court order; has worked diligently with the Receiver to
2 try to get what it is entitled to under Your Honor's order
3 and Judge Lee's order. And she has thwarted the process
4 and the Court and the Receiver all the way through. And
5 due to the sustained and repeated efforts to delay the
6 case we would submit to the Court that she is in willful
7 contempt for refusing to cooperate with the Court and the
8 Receiver. And therefore, Your Honor, we are asking, we
9 are asking Your Honor here today to find that she is in
10 contempt of the rule to show cause order, Judge Lee's
11 order of appointment and failure to comply with the Court
12 appointed Receiver. And that as a result her
13 counterclaims, which we believe are baseless and only
14 instigated to delay the case further, that her
15 counterclaims be dismissed with prejudice. We are also
16 asking that she be ordered to immediately pay all amounts
17 due in owing to the Receiver, first off the top for his
18 fees and costs incurred up-to-date. I believe that there
19 are funds, and Mr. Twitty can address this, I believe
20 there are funds in his account, in his trust account that
21 will cover that. But we wanted to get the Court's
22 permission for him to collect his fees and costs up
23 through today. We are also asking that attorneys fees and
24 costs associated with the rule to show cause order and
25 this motion be ordered to be paid within an abbreviated

1 period of time, that she be found to be in willful
2 contempt of court. And that after the counterclaims are
3 stricken and dismissed that Your Honor refer this case
4 over to the Master in Equity so that we can finally, after
5 eleven and a half years, complete this foreclosure action
6 so that my client can draw a line under this and move on.
7 At this point, Your Honor, unless you have any questions I
8 wanted to see if you would allow Mr. Twitty to testify.

9 THE COURT: Let me hear from Mr. Radeker first and
10 then we will take some testimony.

11 MR. MCGEE: Yes, Your Honor.

12 MR. RADEKER: Thank you, Your Honor. Good morning.
13 Drew Radeker here for Defendant, Salon Proz. With me is
14 Yvonne Jones who is the owner and the member of Salon
15 Proz. It might not surprise you, we take issue with a
16 great deal with what Plaintiff's counsel just said. I
17 think that most of what you just heard is not correct and
18 that what you will hear today, as far as what is relevant
19 to the proceeding that is before the Court today, we will
20 show you that it is not correct. We don't think the
21 Plaintiff is entitled to any of the relief that they seek.
22 Rather to the extent that has been any technical
23 non-compliance by Salon Proz with this order, it has been
24 because of the Receiver not doing what it was incumbent
25 upon the Receiver to do. And that, what we will put

1 before you today we will show that. I do take issue
2 somewhat with the idea that we have been delaying this
3 case. This case has been delayed but it is not because we
4 have been delaying it. There was an appeal in it which we
5 won. And every time since then that someone has taken it
6 upon themselves, sometimes me, to contact the Clerk of
7 Court's office to say, yeah, let's get this on the trial
8 roster, get this on some kind of tract to a resolution.
9 We have cooperated with that and sometimes been the
10 standard fair of that. So in any event, what I suspect we
11 will be doing at the close of the presentation today is
12 making a motion to terminate the Receivership or at least
13 remove this Receiver and appoint another one, based on the
14 evidence that is here. And we certainly don't think that
15 the Plaintiff is entitled to what they seek. What you
16 heard is their version of the facts on the best day. And
17 we don't think that the record is going to support that.

18 THE COURT: Okay.

19 MR. RADEKER: Thank you, Your Honor.

20 THE COURT: Let me ask you guys what I envision here.
21 and when we scheduled this, of course I didn't really know
22 exactly how involved and how much was going to take place
23 at this contempt hearing. What I am hearing or feeling is
24 that there is going to be a good bit presented by the
25 Plaintiff and a good bit presented by the Defendant. I

1 mean, if nothing else, I have got a whole stack of
2 exhibits. My point being is that certainly I don't want
3 to kick the can down the road but I am just afraid because
4 I have worked this in, probably should have done a better
5 job, which I did not, of inquiring of the lawyer how much
6 time do you need. And I am afraid I am not going to be
7 able to give you, you made a trip all the way to Newberry
8 but I am afraid I am not going to be able to give you the
9 time that you need because I have got some Newberry
10 General Sessions court stuff to do. And, again, I take
11 full responsibility for that because I just, I just had my
12 staff schedule it and really didn't give that much thought
13 as far as really how involved. This looks to be very
14 involved. I mean, you have got the position of the
15 Plaintiff and then we have got Mr. Radeker indicate that
16 they, they are, dispute the allegations greatly. So my
17 point being, as I am rambling around here, is that I don't
18 think I can give you enough time today and still be
19 able to do my General Sessions court stuff. Mr. McGee.

20 MR. MCGEE: And, Your Honor, whatever Your Honor
21 wants to do, we are completely and totally will handle
22 that. I didn't have very many questions for Mr. Twitty.
23 We submitted his affidavit to the Court. Frankly I was
24 going to confirm with Mr. Twitty that the defenses that he
25 outlines in his affidavit have not been corrected since

1 January 6th. And then to answer any questions that Your
2 Honor has about the noncompliance. If the Defendant wants
3 to submit whatever they have to refute we are happy to do
4 that. But the Court appointed Receiver has made it clear,
5 in his affidavit, that is a month after the deadline that
6 Your Honor laid down. We don't view this as very long and
7 I am happy to ask him three or four questions, if Your
8 Honor has any and then we can, I will be done. But
9 however Your honor would like to handle it.

10 THE COURT: Mr. Radeker, I mean Mr. McGee is saying
11 that his case is going to be very short. Do you envision
12 a lot of cross-examination of Mr. Twitty, one; and then
13 two, I assume you want to put up your client to confirm
14 your defense that she has complied. How much time do you
15 think you need to accomplish all of that?

16 MR. RADEKER: My cross-examination would probably be
17 very short.

18 THE COURT: Right.

19 MR. RADEKER: The direct examination might take a
20 while and I don't know how much time Your Honor is working
21 with; kind of echo what Mr. McGee said. Whatever Your
22 Honor wants to do, it is your courtroom.

23 THE COURT: And that is true and I appreciate that.
24 But hopefully y'all know me well enough that I try to, I
25 try to cooperate and work with lawyers to the best that I

1 can. But I am just, if I had to kind of guess how long
2 this whole thing will take, I am thinking a couple of
3 hours when it is all said and done.

4 MR. RADEKER: I would say probably, at least an hour
5 because I am sure Mr. McGee would want to cross-examine
6 Ms. Jones based on --

7 MR. MCGEE: Your Honor, frankly, I don't want to get
8 into a he said, she said with it. We can assume that
9 there are going to be some disputes. Frankly, you have
10 got the Receiver who is, who works on behalf of the Court
11 testifying against somebody, that way. If we want to
12 submit things, if Your Honor wants to set up a video call
13 later on and ask us about specific questions or issues, I
14 am completely happy with however you want, Your Honor
15 wants to handle this. But I am not going to have a
16 protracted, you said on this day and it is this day.

17 MR. RADEKER: What I was thinking, Your Honor, what
18 we might be able to do so as to not delay this further
19 with scheduling something that might have to be
20 rescheduled because things happen, it is not anybody's
21 fault or anything like that. Maybe what to do is this, is
22 you give us a deadline by which we submit, I brought Ms.
23 Jones, and contacted your law clerk, and said you want
24 affidavits or live testimony and she said you anticipated
25 taking live testimony. I know you didn't anticipate as

1 much live testimony as maybe we thought. But maybe what
2 we can do is do this with affidavits. I can get an
3 affidavit from Ms. Jones.

4 THE COURT: And that may streamline it but when it is
5 all said and done, I mean they are asking for contempt,
6 relief, you know, which could potentially include jail
7 time. If I were to rule in their favor and find that she
8 had violated several court orders, I mean that, I am not,
9 I don't want to make you think that that is what is going
10 to happen if I don't find in your favor. But certainly
11 that is in my tool chest if I do find a willful contempt
12 of several prior Court orders. So I think affidavits may
13 streamline it but I would hate to find contempt without
14 another hearing with some live testimony. Does that make
15 any sense. I mean, I hate to do this all on paper and
16 then I issue an order putting your client in jail for a
17 violation of Court orders.

18 MR. RADEKER: Well, maybe what we can do is this.
19 Because I am trying to think how we can do this in a
20 streamline way and satisfies the Court, doesn't
21 shortchange anybody in presenting what they want to
22 present, me or the Plaintiff. Is maybe what we can do is
23 we submit an affidavit of Ms. Jones, we schedule this for
24 a brief hearing at which there could be cross-examination
25 of the affiants based on what they want to put up and then

1 everybody would recognize that would be short, maybe
2 limited to like a max hour.

3 THE COURT: And I think that may be, that may be a
4 good idea. And but still, whenever we reschedule as far
5 as a hearing I promise you I will allot more than enough
6 time for us to deal with what we need to deal with. I am
7 thinking, see you guys wanted to come back to Hocker and I
8 am not providing much help to you.

9 MR. MCGEE: No, Your Honor, believe me, if we would
10 have gone on the general roster down in Columbia, we
11 wouldn't be heard for another eight or nine months
12 probably.

13 MR. RADEKER: At this point we would still be
14 answering questions about what is all this about and what
15 was ordered previously.

16 MR. MCGEE: However Your Honor wants to --

17 THE COURT: You tell me. Let me just give you my
18 schedule and you tell me where you want to come find me.
19 As you very well know I am not scheduled to be back in
20 Columbia. I am in Chester next week; I am in Laurens the
21 next two weeks; Laurens the first two weeks in February;
22 Abbeville the next week; back here the 24th of February.

23 MR. MCGEE: Okay. I don't know, Your Honor, I am
24 trying to figure. But today Your Honor has general
25 sessions, we can't bleed over into that.

1 THE COURT: Next week, Chester is kind of uncertain
2 as far as what is on my plate. It could be a situation
3 where I would have time to give y'all next week but I hate
4 to commit Chester. You just tell me where you want to
5 come find me and then I will get back with you as far as
6 day and time. But I am going, definitely going to allot
7 several hours whether that is needed or not, that is fine.
8 But I am going to allot several hours whenever you get
9 back with me, after their affidavit is submitted.

10 MR. RADEKER: I am looing at my calendar, February is
11 pretty full but I am trying to find the time to do this
12 really soon.

13 MR. MCGEE: Can we maybe huddle up and get with Your
14 Honor's law clerk on that.

15 THE COURT: If y'all want to huddle up and before you
16 leave this Court House get with me and I don't think we
17 need to do it on the record necessarily. Just come back
18 here or if I am on the bench with some general sessions I
19 will stop and get you back there. If you want to do it
20 that way. I won't necessarily be able to give you a day
21 and time today but if you want to give me the week that
22 y'all would prefer then I will get back with you and just
23 see if that fits in your schedule or not. And what I will
24 do, even though I am familiar with some, well I certainly
25 am familiar with Judge Lee's order, my order and all of

1 that, this most recent motion and then of course whatever
2 the Defendant has filed, that will give me time to review
3 that.

4 MR. MCGEE: Yes, Your Honor. And we obviously
5 further streamline anything before Your Honor. If Your
6 Honor says, look, I get A, B, and C. What I want to focus
7 on is D, and E. Obviously we will present what we can but
8 we don't want to beat a dead horse to the extent.

9 THE COURT: And this thing needs to get concluded in
10 whatever fashion it needs to get concluded. And there is
11 no question about that, even though there was an appeal,
12 it needs to get moved. No question about that, I will do
13 my very best to help y'all on that, in that regard. We
14 are off the record and y'all talk and we will chat a
15 little bit before y'all leave. Thank you.

16 MR. MCGEE: Thank you, Judge.

17 *** END OF REQUESTED TRANSCRIPT OF RECORD ***
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CERTIFICATE OF REPORTER

State of South Carolina)
)
County of Newberry)

I, Joy E. Holston, Official Court Reporter for the Eighth Judicial Circuit of 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 County of Richland, Columbia, South Carolina, (heard in Newberry County) on the 28th day of January, 2022.

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

June 1, 2022

Joy E. Holston

Joy E. Holston, Court Reporter

My Commission expires: May 2, 2026

1
2 STATE OF SOUTH CAROLINA)
3) COURT OF COMMON PLEAS
4 COUNTY OF LAURENS) 2011-CP-40-7187

5 SC COMMUNITY BANK,)
6)
7 Plaintiff,)
8) TRANSCRIPT OF RECORD
9 vs.)
10 SALON PROZ, LLC,)
11 Defendant)

12 February 8, 2022

13 Laurens, South Carolina

14
15 B E F O R E:

16 HONORABLE DONALD B. HOCKER, JUDGE

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

18 Thomas William McGee, III, Esquire
19 Attorney for the Plaintiff

20 Andrew Sims Radeker, Esquire
21 Attorney for the Defendant

22
23 Lisa G. Amick
24 Official Court Reporter
25

INDEX OF WITNESSES

(PW) - Denotes Plaintiff's Witness

(DW) - Denotes Defense's Witness

(DW) Pastor Frederick

Direct examination by Mr. Radeker: 8

Cross examination by Mr. McGee: 11

(DW) Mr. Twitty

Direct examination by Mr. Radeker: 13

Cross examination by Mr. McGee: 18

Certificate of Reporter 40

EXHIBITS

(NO EXHIBITS INTRODUCED.)

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1 **THE COURT:** Alright. We are on the record this
2 afternoon in the case of South Carolina Community Bank versus
3 Salon Proz, LLC. It's a 2011 Richland County CP case, file
4 number 07187. Billy McGee is present for the Plaintiff;
5 Defendant is represented by Drew Radeker. We started, I guess,
6 this hearing in Newberry a couple weeks ago, realized that
7 maybe you guys needed a little bit longer time than what I had
8 allotted, so you guys were kind enough to follow me and you are
9 here in Laurens this afternoon. I think how I want to handle
10 this is I've got the filings from the, from the Plaintiff, I
11 assume nothing's changed since you submitted this Mr. McGee?

12 **MR. MCGEE:** That's correct Judge.

13 **THE COURT:** Okay. Alright. And so in what you have
14 outlined in your motion for contempt sanctions, etcetera, I'm
15 looking on the third page, paragraph 11 as far as what the
16 Plaintiff alleges the Defendant has failed to provide. Is that
17 still accurate and up to date? You want to take a look at
18 that? You probably took that from his affidavit, the
19 receiver's affidavit more than likely.

20 **MR. MCGEE:** Yes, Your Honor, and I, just for the
21 record, just would mention that I just cleared that with the,
22 our Court appointed receiver, Mr. Chris Twitty who's sitting
23 here today, and that's correct, Judge, it's our position.

24 **THE COURT:** Alright. Okay. So probably what I'll do
25 then, I will allow Mr. Radeker to go forward and provide

1 response to that and then give the Plaintiff an opportunity to
2 reply to anything that, that Mr. Radeker and his, and his
3 client has offered. I do also have six exhibits that, I think
4 Mr. Radeker, you submitted these in Newberry a couple weeks ago
5 and so they will be a part of the record, I'll just, I've got
6 it, I've retained those. And so, so basically what this thing
7 boils down to, and I'm not trying to simplify it, but whether
8 or not the Defendant has complied with Judge Lee's order and
9 then my follow up order by providing the various items,
10 documents, rents, etcetera, etcetera that the Plaintiff
11 maintains has not been provided. That's basically what I
12 have to make a decision on. If I determine that the orders
13 have not been complied with, and I do have within my arsenal
14 the ability to hold the Defendant in, in contempt and impose
15 whatever sanctions that I believe are appropriate, so that's
16 what I've got to decide either they were, if they have been
17 provided, documents, or they have not been. And so we'll try
18 to work our way through this. Mr. Radeker, in what manner
19 was, were you intending to put up your case in so far as,
20 and I'm wanting to say your client is Ms. Jones, I think
21 ---

22 **MR. RADEKER:** This is Yvonne Jones here, yes.
23 She's the member of ---

24 **THE COURT:** And you plan to offer her testimony,
25 submit an affidavit, what was your kind of, your plan?

1 **MR. RADEKER:** We submitted an affidavit, we actually
2 did it on Friday and then the clerk rejected it yesterday
3 saying that we can read through some of the redaction that
4 you're putting around the account numbers, so we had to
5 resubmit ---

6 **THE COURT:** Okay.

7 **MR. RADEKER:** --- yesterday. I've got, all I really
8 have is, I actually have the original of that affidavit and
9 also the exhibits to it are the very same exhibits, there's 21
10 of them that we brought and handed up at the last hearing.

11 **THE COURT:** Okay. Okay. Yeah, there are, I didn't
12 realize there were that many, but yeah, 21 Defense Exhibits in
13 this packet right here.

14 **MR. RADEKER:** And Your Honor, I can hand to you her
15 affidavit if you want to ---

16 **THE COURT:** Sure. Have you seen that Mr. McGee?

17 **MR. MCGEE:** Yes, Your Honor.

18 **THE COURT:** Okay. Yeah, you can hand it up.

19 **MR. RADEKER:** And Your Honor mentioned six exhibits,
20 that may have been in reference, I think there were six
21 exhibits to our motion.

22 **THE COURT:** I've got your packet ---

23 **MR. RADEKER:** Yes, sir.

24 **THE COURT:** --- and I think you had an exhibit, like
25 the prior Court orders were separate exhibits, affidavit ---

1 **MR. RADEKER:** That's correct.

2 **THE COURT:** --- from the receiver. I've got that.
3 So let me just take a moment to take a look at this affidavit -
4 --

5 **MR. RADEKER:** Sure.

6 **THE COURT:** --- before we go any further.

7 (Off the record.)

8 **THE COURT:** Mr. Radeker, was it your plan to offer
9 any testimony from Ms. Jones or just rely solely on the
10 affidavit that you've handed me?

11 **MR. RADEKER:** I'm going to rely on her, perhaps ask
12 Mr. Twitty a few questions. Then also to call, I'd like to do
13 that first if it's alright with everybody else, to call in
14 Antony Frederick who is the pastor at the Midtown Fellowship
15 church that's a tenant in the building extremely briefly.

16 **THE COURT:** Okay. Alright. And then the gentleman
17 in the coat and tie?

18 **MR. FOSTER:** Your Honor, I'm Cantzon Foster, I'm here
19 on behalf of Midtown Fellowship.

20 **THE COURT:** I'm sorry, lower your mask.

21 **MR. FOSTER:** I'm sorry, my name is Cantzon Foster,
22 I'm a lawyer, I'm here on behalf of Midtown Fellowship and
23 their pastor.

24 **THE COURT:** Okay. Alright. Thank you. Okay. So
25 you want to call the preacher, but again is it your plan to

1 rely solely on the affidavit of your client or did you want to
2 put up any testimony?

3 **MR. RADEKER:** The affidavit, the preacher's
4 testimony, and I would like to ask Mr. Twitty a couple
5 questions.

6 **THE COURT:** Sure. Okay. Alright. And then, well,
7 then you can decide whatever you want, if you want to put up
8 Mr. Twitty, okay. Go ahead, come on around reverend. When you
9 get to the stand before you take a seat, raise your right hand.
10 Do you swear or affirm that the testimony you're about to give
11 will be the truth?

12 **PASTOR FREDERICK:** I'm sorry, I wasn't ---

13 **THE COURT:** Do you swear or affirm that the testimony
14 you're about to give will be the truth?

15 **PASTOR FREDERICK:** Yes, sir.

16 **THE COURT:** Okay. And your name, sir?

17 **PASTOR FREDERICK:** Antony Frederick.

18 **DIRECT EXAMINATION**

19 BY MR. RADEKER:

20 Q Mr. Frederick, it's Pastor Frederick, right?

21 A Yes, sir.

22 Q Alright. I'm Drew Radeker, we met out in the hall. You
23 are the pastor of the Two Notch Road location of Midtown
24 Fellowship Church, right?

25 A Yes, sir.

1 Q And that, like where that church meets is in the property
2 that's involved in this case, right?

3 A Right.

4 Q Okay. And that church is a tenant of The Event Hall, LLC,
5 correct?

6 A That's correct.

7 Q Okay. Alright. My question, couple questions to you.
8 Did Ms. Yvonne Jones who's here with us today, did she ever
9 contact you or to your knowledge anyone else at the church
10 demanding that the church pay rent to her directly or that she
11 would cut off the utilities?

12 A She did ask us to continue to pay rent to her. She
13 did not say that she would go turn off the utilities, she
14 expressed concerns about utilities being turned off, but
15 did not state that she would go and turn off the
16 utilities.

17 **THE COURT:** Alright. Ask that question, I didn't
18 quite follow that question Mr. Radeker, ask that question
19 again, please.

20 **MR. RADEKER:** Alright. I'll try. My question was,
21 I believe, is whether Ms. Jones ever contacted him or to his
22 knowledge anyone else at the church and told the church to pay
23 it's rent to her directly or that she would cut off the
24 utilities.

25 **THE COURT:** And give me your answer again Reverend.

1 **PASTOR FREDERICK:** She did reach out to us saying
2 that we should pay rent to her, but she did not say that she
3 was going to go and turn off the utilities, though she did
4 express concerns about those utilities being turned off if we
5 did not pay rent to her.

6 Q Tell me more about the concerns she expressed.

7 A She stated that the Court appointed receiver was not
8 paying the utilities at that time and she expressed concern
9 about other tenants, the tenants that were in the building
10 having utilities cut off on them.

11 Q Did you ever have a conversation with Billy McGee who
12 represents the bank in this case?

13 A I called, as I was trying to figure out who we were
14 legally obligated to pay at the time, I called Billy McGee. I
15 believe I only left a voice mail when I made that phone call.

16 Q Okay. Did you state in that voice mail that Ms. Jones had
17 threatened to have the utilities cut off if the rent was not
18 paid to her?

19 A No, I do not, I'm confident that I didn't say that. I
20 believe I expressed, I don't know if I can give you the exact
21 words that I used, but I believe I expressed similar to what I
22 just shared about, or some amount of that, maybe not all that
23 even, to be honest with you, I can't give you exactly, like,
24 the words that I used. But I do know that I was concerned
25 about the utilities not being paid and not being on and I was,

1 again, trying to figure out legally what our obligations were
2 and, you know, as a pastor, I was concerned about, you know, we
3 need utilities on for us to do what we do at the church.

4 Q Okay. Thank you. Did the church pay, to whom did the
5 church pay rent for the January rent for 2021?

6 A To the receiver.

7 Q Okay. How about the December rent for 2020?

8 A To be a hundred percent honest with you, I am not sure. I
9 don't, I don't remember which exact month we began paying the
10 receiver. If we paid the December rent to the receiver, that
11 would have been the first one, I do know that. I, we have a
12 business department team and a finance team that handles that.
13 And I do know, yeah, so I'm not a hundred percent sure to be
14 honest with you.

15 Q Thank you very much.

16 MR. RADEKER: I don't have any further questions for
17 you. Please answer anything Mr. McGee or the Court may have.

18 THE COURT: Mr. McGee, any questions?

19 MR. MCGEE: Yes, Your Honor, just very briefly ---

20 THE COURT: Sure.

21 MR. MCGEE: --- thank you, Your Honor.

22 **CROSS EXAMINATION**

23 BY MR. MCGEE:

24 Q Pastor Frederick, I apologize for you having to come and
25 get in the middle of this. And, and I think that you said a

1 moment ago that you believe that December may have been the
2 first payment that you made to the receiver instead of to Ms.
3 Jones for rent, right?

4 A That's a possibility. I really don't know for sure.

5 Q Okay. And so in January sometime is when Ms. Jones called
6 you and asked you to pay her the rent directly, is that right?

7 A It may have been late December.

8 Q Late December or, so late December she called and asked
9 you to pay the rent to her directly and not to the receiver, is
10 that right?

11 A There was some form of contact, it might have been a phone
12 call, but it was some form of contact during that time period.

13 Q Where she made the request that you pay her directly for
14 rent, right?

15 A Yes.

16 Q And she said that there was some concern about whether or
17 not the utilities would be cut off if you did not pay her the
18 rent directly?

19 A Yes.

20 Q And you've spoken with the receiver, Mr. Twitty, who's
21 here today, is that right?

22 A Yes, sir.

23 Q And he provided you with a copy of the order appointing
24 him as the Court appointed receiver, is that right?

25 A Yes.

1 Q And that was before December?

2 A Yes.

3 Q Okay.

4 MR. MCGEE: Your Honor, that's all the questions that
5 we have. Thank you.

6 THE COURT: You can step down reverend.

7 MR. MCGEE: Your Honor, unless Your Honor has any
8 questions, I certainly don't object if pastor ---

9 THE COURT: Yeah. I don't have any questions of
10 Reverend Frederick. You're more than welcome to stay with us
11 with your attorney, but if you need to go, that's fine too.

12 MR. MCGEE: He was subpoenaed here today so I just
13 wanted to make sure it was clear that he can be released if
14 that's the case.

15 MR. RADEKER: No problem with us.

16 THE COURT: Alright. Okay.

17 MR. RADEKER: Alright. We would, I guess, call Chris
18 Twitty briefly to the stand.

19 THE COURT: Okay. Come around, please, sir. Mr.
20 Twitty, do you swear or affirm that the testimony you're about
21 to give will be the truth?

22 MR. TWITTY: I do.

23 THE COURT: You can be seated.

24 DIRECT EXAMINATION

25 BY MR. RADEKER:

1 Q I won't be long-winded, just a few clarifying
2 questions here. As receiver in this case, how much rent
3 have you collected during that time?

4 A I think approximately \$14,000.00. I didn't bring
5 the printout, but I can, I can give you an exact amount,
6 be glad to email it to you.

7 Q But it's not here in any manner, but best to your
8 memory it's about \$14,000.00?

9 A Yeah.

10 Q Okay. How much of that rent did you use to pay
11 utility bills associated with this property?

12 A Well, I'll just answer that directly. Just
13 whenever I took over the utility bills. I think that
14 was in December, it was December or January. Normally,
15 when you change utilities over, the person that has
16 them in their name has to be given permission for it
17 to be moved into our name, that was never done. Then I
18 was finally able to get it moved over via Court order with
19 Dominion.

20 Q Did you ever ask Ms. Jones to have the utilities
21 transferred into your name?

22 A I did.

23 Q On what date was that?

24 A I mean, that was one of my first conversations.

25 Q Alright. I don't believe I ever got an answer

1 from you on how much of the rent you collected you used to pay
2 utilities. So how much ---

3 A I don't have it in front of me. I can, be glad to email
4 it to you.

5 Q Alright. Well, we're here now.

6 A Okay.

7 Q So the answer ---

8 A Whatever ---

9 Q --- is you don't know?

10 **THE COURT:** Don't talk over each other guys.

11 A Sorry. Whatever utilities were due after we took over
12 were paid.

13 Q Okay. And you took over when?

14 A Well, I took over as receiver a year ago. But when we
15 actually moved the Dominion bill into the Shanty Group's [sic]
16 account was sometime in December.

17 Q So before that, no utility bills had been paid ---

18 A No.

19 Q --- by you?

20 A Wasn't moved over into my name, no.

21 Q So you just didn't pay it?

22 A Well, I knew she was collecting rent that she wasn't
23 entitled to.

24 Q So actually, you collected the rent for October, and
25 November, and December, right?

1 A Not for the biggest rent. Not for The Event Hall or the,
2 or their office.

3 Q You didn't collect The Event Hall's rent for those months?

4 A No. December and January.

5 Q So you said December and January. December, and January,
6 explain that.

7 A That in December we had sent written notice or sent a
8 Court order to Pastor Frederick and actually left a copy on his
9 door that they were to pay, start making rent payments to us.
10 I don't know what month we did that, but it was sometime last
11 fall. And, and they didn't do that. And then I finally got a
12 hold of him, I tried to call several times and he called me
13 back I think in December, it was either November or December
14 and told me that he would send a check to me. And then after
15 that point in time when he had sent me a check, he was somehow
16 contacted about Ms. Jones accessing the property for one reason
17 or another. He called me and asked me about that, and I said,
18 well, that should come through me, she needs to call to access
19 the property because I'm the receiver. And I guess he made a
20 comment to her concerning that and she said well, you're not
21 supposed to be paying him rent because I'm scared that he'll
22 cut the utilities off or I'll cut, I don't know what the exact
23 conversation was, so that's when I guess Pastor Frederick was
24 confused about what to do and I had him talk to Billy McGee to
25 clarify.

1 Q Okay. Now, you collected rent from The Event Hall, LLC in
2 October, correct?

3 A No.

4 Q You did not?

5 A Not that I'm aware of, if I did, I haven't seen the check.
6 I mean, it's possible it could be in the account, I'm not
7 looking at the documents now. But to my knowledge, we started
8 collecting rent from The Event Hall in December.

9 Q Okay. Now, The Event Hall, LLC is a tenant of Salon Proz,
10 correct?

11 A Correct.

12 Q And Office Suites, LLC is also a tenant of Salon Proz ---

13 A Correct.

14 Q --- correct? You're saying you didn't collect The Event
15 Hall's rent that was paying to Salon Proz until December?

16 A No. That was being collected directly by Ms. Jones.

17 Q So and not for Office Suites, LLC?

18 A I don't think we collected that either.

19 Q Alright. What is it that you have done with the rent that
20 you have collected?

21 A It's sitting in my account. We haven't subtracted any
22 fees or anything, just paid the utility bills, water, and the
23 electricity.

24 Q So you paid utility bills, water, and electricity?

25 A Right.

1 Q Okay. But you can't tell me how much or when?

2 A I can email you back and tell you, I can't do it off the
3 top of my head, no. I was not asked to bring that information.

4 Q Yeah, I guess not. Alright. Thank you.

5 MR. RADEKER: I don't have any further questions for
6 you.

7 THE COURT: Mr. McGee?

8 MR. MCGEE: Yes, Your Honor, very briefly. If I may
9 approach the witness, Judge?

10 THE COURT: You sure can.

11 CROSS EXAMINATION

12 BY MR. MCGEE:

13 Q Mr. Twitty, I'm just going to hand you your, an affidavit.

14 MR. MCGEE: Your Honor, I don't know if you need a
15 copy as well. We've got, it's in our filing.

16 THE COURT: Is this his affidavit that was submitted
17 ---

18 MR. MCGEE: The earlier one.

19 THE COURT: --- in the package? You can take this
20 back.

21 MR. MCGEE: Yes, Judge.

22 THE COURT: It's in your packet?

23 MR. MCGEE: Yes, Your Honor.

24 Q Mr. Twitty, do you remember signing this affidavit on
25 January 6th, 2022?

1 A I do.

2 Q And this affidavit contains documents, information, and
3 other matters that as the Court appointed receiver, that Ms.
4 Jones was to turn over to you, is that right?

5 A Correct.

6 Q For example, in paragraph 3 it said, your ordered duties
7 pursuant to Judge Lee's order include taking charge of the
8 property and collect rents, debts and any fees pertaining to
9 the property. To maintain keys, books, records, rental
10 proceeds, bank accounts, funds, deposits, and other tangible
11 items regarding the property, is that right?

12 A Correct.

13 Q And as of your, as of this affidavit, it says that she has
14 not provided you with all of those things, is that right?

15 A Correct.

16 Q And is, this affidavit, has she provided you with anything
17 that was, that had not been provided at the time you signed
18 this affidavit through today?

19 A No.

20 Q Okay. You asked, the order of appointment was back in
21 October of 2020, is that right?

22 A It was actually back in 2011, but this last time,
23 yeah.

24 Q Yeah, the, the, Judge Lee's order. Okay. And I think you
25 said one of the first discussions that you had with Ms. Jones

1 after you were appointed in October of 2020 was to have the
2 utilities turned over, transferred to your name ---

3 A Correct.

4 Q --- is that right?

5 A Correct.

6 Q Did she cooperate in doing that?

7 A No.

8 Q Did you ask her more than once?

9 A I'm certain I did. I asked her of many items more than
10 once.

11 Q Okay. Has she provided the keys, all the keys ---

12 A I've gotten one key, the first day I got one key to the
13 front door, but I have no other keys to the suites or to the
14 Midtown Fellowship space or any of the other interior doors.

15 Q Since October of 2020, has she provided you with all the
16 rent from the subject property each month?

17 A I don't think so.

18 Q Okay. And to your knowledge, has she told other tenants
19 at the property not to pay you directly?

20 A Apparently so. I mean, obviously with The Event Hall that
21 was the case.

22 Q And so in so far as the utilities are concerned, when she
23 did not cooperate in having them put in your name, I think you
24 testified a minute ago that you provided a copy of Judge Lee's
25 order to Dominion, is that right?

1 A Correct.

2 Q And is that how you got the water and the electricity over
3 into your name?

4 A It is.

5 Q Okay. And since, and since that time, the utilities were
6 put in your name as the Court appointed receiver, have you paid
7 all utility bills that have come due?

8 A To the best of my knowledge.

9 Q And again, you said that all of the proceeds that you've
10 taken in other than what's been used to pay the utilities there
11 are maintained in your account?

12 A Yes, they are.

13 Q And you've not made any distributions either to yourself
14 or to any other vender other than utilities, is that right?

15 A No, not that I, I mean, I haven't looked at it in the last
16 week, but as far as I know, no.

17 **MR. MCGEE:** Thank you, Your Honor. Nothing further.

18 **THE COURT:** Mr. Radeker, anything to follow up with
19 Mr. Twitty?

20 **MR. RADEKER:** No follow up questions, Your Honor.

21 **THE COURT:** Mr. Twitty, alright, you say you
22 collected approximately \$14,000.00 in rent directly from the
23 various tenants, is that correct?

24 **MR. TWITTY:** Correct, in that neighborhood,
25 correct.

1 **THE COURT:** Right. And is there any way to know how
2 much rent that should have been paid to you but was paid to Ms.
3 Jones or anyone else, is there any way to know that?

4 **MR. TWITTY:** I can, I mean, all I know of is The
5 Event Hall and their office space. There is another tenant in
6 there that I've spoken with on a number of occasions, to my
7 knowledge I've received no rent from. Maybe the limousine
8 service, I'm not sure what it is.

9 **THE COURT:** How many tenants are we talking about
10 since October of 2020? We know of the church, we know of
11 Office Suites, LLC, Event Hall, LLC, we know of those three.
12 Do you know how many tenants we're talking about?

13 **MR. TWITTY:** I really don't because there were more
14 in when I took over ---

15 **THE COURT:** Right.

16 **MR. TWITTY:** --- and they've slowly left. It seems
17 like there's three, three or five in the center corridor where
18 the side offices are, Hair Cutters, and there may be one or two
19 around the side and then the ones that you mentioned.

20 **THE COURT:** Okay.

21 **MR. MCGEE:** Your Honor, if I may, I'm not sure that
22 Mr. Twitty has been provided a copy of all of the rental
23 agreements or the lease agreements, so I'm not sure that he ---

24 **MR. TWITTY:** No, I have not.

25 **MR. MCGEE:** --- knows a whole lot.

1 **MR. TWITTY:** Some, but not all.

2 **THE COURT:** Okay. Alright. Thank you, Mr. Twitty,
3 you can step down.

4 **MR. MCGEE:** Your Honor, I would just note that
5 exhibit 1 to Ms. Jones' affidavit is the lease agreement with
6 The Event Hall, LLC ---

7 **THE COURT:** Right.

8 **MR. MCGEE:** --- that is for \$3,000.00 a month. So at
9 least, Your Honor, as from October of 2020 until he came over
10 how much is missing. That's, that's one that we know, but some
11 people say we don't know what we don't know.

12 **THE COURT:** Right. Right. Okay. Alright. I want
13 to hear from Ms. Jones. And Ms. Jones, I think you can just
14 keep your seat because I think I can question you better if you
15 just keep your seat, but I do need to have you sworn in and
16 then remove your mask just so I can hear you better. Raise
17 your right hand. Do you swear or affirm that the testimony
18 you're about to give will be the truth?

19 **MS. JONES:** Yes, Your Honor.

20 **THE COURT:** Alright. Lower your mask if you
21 don't mind, both masks, it just helps me to hear better.
22 Alright. You are Yvonne Jones and I think you're the,
23 the managing partner of Salon Proz, LLC, is that
24 correct?

25 **MS. JONES:** Yes, Your Honor.

1 **THE COURT:** Okay. Now, I'm looking at the paragraph
2 31 in your affidavit that Mr. Radeker handed up to me and while
3 maybe you did not want to disobey any order of the Court, you
4 acknowledge that you have for whatever reason, is that
5 correct?

6 **MS. JONES:** Yes, Your Honor.

7 **THE COURT:** Okay. Alright. What I want to do is,
8 and Mr. Radeker, you may, if you'll pull out Mr. McGee's motion
9 for contempt and turn to page 3, paragraph 11 so she could have
10 that in front of her if you wouldn't mind.

11 **MR. RADEKER:** Sure. I've handed it to her, Your
12 Honor.

13 **THE COURT:** Okay. Alright. We're going to go
14 by each letter, and I'm just going to ask you, have you
15 provided to Mr. Twitty all of subsection A? Take a look
16 at subsection A, again, I'm looking at Mr. McGee's motion
17 that was filed December 21st, 2021, page 3, paragraph 11.
18 Have you provided all of those various documents and items,
19 rent payments, etcetera in subsection A? And all you
20 have to do is just say yes or no.

21 **MS. JONES:** Yes, Your Honor.

22 **THE COURT:** You have provided all of them?

23 **MS. JONES:** Yes, Your Honor.

24 **THE COURT:** You have provided all of the rental
25 agreements?

1 **MS. JONES:** Historical rent rolls, yes. Rental
2 agreements ---

3 **THE COURT:** Ma'am, I know that you probably want to
4 keep the mask on, but it's going to be real important that I
5 hear you and, and can understand you as well as my Court
6 reporter. Alright. So are you saying that you have provided
7 to Mr. Twitty all historical rent rolls, rental agreements,
8 accounting from all tenants, rent received, and all rental
9 payments from the time period preceding the order, not, I'm not
10 sure what that preceding the order means.

11 **MR. MCGEE:** The order that Your Honor issued.

12 **THE COURT:** Oh.

13 **MR. MCGEE:** In other words, between the order of
14 appointment of Judge ---

15 **THE COURT:** Gotcha.

16 **MR. MCGEE:** --- Lee until Your Honor's order.

17 **THE COURT:** Okay. Have you provided all those items?

18 **MS. JONES:** Rent rolls, yes, for Salon Proz, LLC, for
19 all tenants that have leases with Salon Proz, LLC. Rent
20 agreements, yes. Accounting, yes.

21 **THE COURT:** Alright. How many rental agreements have
22 you provided to Mr. Twitty?

23 **MS. JONES:** I believe it's, it was six, hair salon
24 tenants for Salon Proz, LLC, The Event Hall, LLC lease
25 agreement and Office Suites, LLC lease agreement.

1 **THE COURT:** Okay. So how many is that?

2 **MS. JONES:** Approximately seven to eight.

3 **THE COURT:** Seven agreements, and that would be all
4 of the tenants whether they're current tenants or former
5 tenants since October of 2020?

6 **MS. JONES:** Under Salon Proz, LLC, yes.

7 **THE COURT:** Alright. All historical rent rolls,
8 accountings from all tenants, former or current. And all rent
9 payments between the time of Judge Lee's order which is October
10 of 2020 to my order which was around December of 2021?

11 **MS. JONES:** October 2020?

12 **THE COURT:** Yeah. That's when Judge Lee appointed
13 Mr. Twitty as receiver and, and then when I issued an order, I
14 think extending the time period to 30 days or something like
15 that.

16 **MS. JONES:** I know during the bankruptcy, certain
17 documents were not given or not received.

18 **THE COURT:** Okay.

19 **MS. JONES:** I know there was a time period where
20 Salon Proz paid everything during bankruptcy, so...

21 **THE COURT:** Okay. Alright. So am I hearing you
22 correctly that you have not provided everything under
23 subsection A?

24 **MS. JONES:** I have provided leases, Salon Proz,
25 anyone that has a lease with Salon Proz, LLC, I provided him

1 with all leases. I've provided him with all account
2 information, I gave him a spreadsheet with all the
3 account numbers, all the account telephone numbers, and
4 I provided him with everything he asked for. He never
5 asked me to call Dominion Energy or the City of Columbia
6 and transfer anything out of the business name. All
7 he asked for was the account information and I provided
8 that to him on a spreadsheet. I gave him all the people
9 that owe, that were billed, I gave him all the billing
10 information like Dominion Energy ---

11 **THE COURT:** I'm going to give you an opportunity to
12 cross examine.

13 **MS. JONES:** --- City Department or Water, ADT,
14 Spectrum ---

15 **THE COURT:** Well, apart from what Mr. Twitty
16 requested, I've got to make sure that whether or not Judge
17 Lee's order was complied with, and she had all of these items
18 that you were required to produce. Not what, just what Mr.
19 Twitty asked for because he was not the Judge who ordered you
20 to provide all these items, okay? So I'm not going to take it
21 as an excuse that, well, since Mr. Twitty didn't ask for it, I
22 didn't provide it. What I want to make sure is whether or not
23 you've complied with Judge Lee's order and then my follow up
24 order, okay?

25 **MS. JONES:** Yes, sir.

1 **THE COURT:** Alright. So you're saying under
2 subsection A, you've provided all those items?

3 **MS. JONES:** I provided the rent rolls, I provided the
4 rental agreements for Salon Proz, LLC, leases, accounting of
5 alternates, and rent received, and where payments went for the
6 time period, yes.

7 **THE COURT:** Alright. Now, is it your position that
8 all rent payments that you received since Judge Lee's order has
9 been turned over to Mr. Twitty?

10 **MS. JONES:** If they were leases for Salon Proz, LLC,
11 yes. I turned all, anyone that had a lease with Salon Proz,
12 LLC, I gave him all, yes.

13 **THE COURT:** Well, he stated that he hasn't gotten all
14 the rent.

15 **MS. JONES:** I have.

16 **THE COURT:** Alright. What sort of proof do you have
17 that, that every rent payment since Judge Lee's order has been
18 turned over to, to Mr. Twitty? What sort of proof do you have?

19 **MS. JONES:** The tenants pay him directly, so ---

20 **THE COURT:** No. Apart from what has been paid
21 directly to Mr. Twitty, what proof do you have that every rent
22 payment given to you has been turned over to Mr. Twitty since
23 Judge Lee's order of October 2020?

24 **MS. JONES:** The tenants paid their bank directly;
25 they don't give me money. It either drafts from out of their

1 account or they pay it directly. So I have paid Mr. Twitty
2 personally, The Event Hall, LLC, and Office Suites, LLC a
3 thousand dollars per month, and that's in my bank statement,
4 so, I mean ---

5 **THE COURT:** Well, you just heard the reverend testify
6 that some rent was paid to you by the, by the church.

7 **MS. JONES:** That rent paid by the church went to The
8 Event Hall, LLC, not, how can I explain it. I'm the owner of
9 The Event Hall, LLC and I pay rent to Salon Proz. The pastor,
10 they are a sublease, and they pay The Event Hall, I guess
11 that's the best way I can explain it. I paid Mr. Twitty rent,
12 The Event Hall, LLC, I'm the owner of The Event Hall and I pay
13 him rent, I pay him rent ---

14 **THE COURT:** Alright. Let's, let's, you're just
15 dancing all around my question, Ms. Jones. What do you mean in
16 paragraph 31 of your affidavit that you chose to not lose
17 tenants and not having the building cease to function as
18 opposed to complying with the orders of the Court? What, what
19 did you mean by that?

20 **MS. JONES:** I'm sorry ---

21 **THE COURT:** Alright. I'm going to read to you. This
22 is paragraph 31 of your affidavit. Salon Proz never wanted to
23 disobey any order of this Court and tried to comply with them.
24 Mr. Twitty put Salon Proz in such a position that it had to
25 choose between having the building cease to function and losing

1 all tenants and complying with the orders of the Court. I read
2 that to mean that you chose, right or wrong, you chose to not
3 comply with the orders of the Court in order to keep the
4 building functioning and in order not to lose tenants. So what
5 did you decide to do in not complying with the orders of the
6 Court?

7 **MS. JONES:** When I received disconnection notices and
8 when I was notified that utilities were going to be turned off
9 less than 24 hours, I felt like that was an emergency and I had
10 no choice but to pay the utilities because Mr. Twitty was not
11 paying the utilities since October, November, December, even
12 though we were paying him rent, he had not paid any of the
13 utilities. So ---

14 **THE COURT:** How is you paying the utilities not
15 complying with the prior Court orders?

16 **MS. JONES:** Had I not paid the utilities ---

17 **THE COURT:** No. Listen to my question, ma'am. I'm
18 not trying to be rude or disrespectful.

19 **MS. JONES:** Okay.

20 **THE COURT:** But you said you did not, in your
21 affidavit, that you did not comply with the prior Court orders,
22 you stated that in your sworn affidavit. How is paying the
23 utilities not complying with prior Court orders?

24 **MS. JONES:** All I can state is I paid the utilities
25 to avoid the lights being turned off, the water and the

1 building to stop functioning, and being shut down. I just, I
2 didn't have a choice, I mean, I didn't want the lights to be
3 turned off, the utilities, the hair salons, they need utilities
4 to do hair, they would have been out of work. They have leases
5 that state their utilities are included in their rent, so I
6 didn't want them to not be able to function and not earn income
7 and, and lose tenants and money because I didn't know when Mr.
8 Twitty was going to take that money and apply it to the bills
9 because he wasn't paying any bills, I was still paying the
10 bills.

11 **THE COURT:** And you were paying it with rent money
12 from the tenants?

13 **MS. JONES:** The tenants? Yes. They deposited their
14 rent money, and I paid the utilities.

15 **THE COURT:** Alright. So you're admitting that not
16 all rent payments were turned over to the receiver, correct?

17 **MS. JONES:** The last three months, October, November,
18 and December, that rent money that was Salon Proz, LLC rent
19 money, that was paid to the receiver. The only month that,
20 January was when I paid the utilities with the rent money that
21 I collected to keep the utilities on, January. December, we
22 all paid Mr. Twitty rent. November, we all paid Mr. Twitty
23 rent. Salon Proz, Office Suites, and The Event Hall. October,
24 we all paid Mr. Twitty rent. I didn't meet Mr. Twitty until
25 August, the end of August, after the bankruptcy case. I went

1 to his office, introduced myself and asked him what did he need
2 from me, and that's when I gave him everything he asked of me.
3 And so, you know, he didn't, when I turned everything over to
4 him, when he did not pay the bills then that's when I stepped
5 in and paid them to stop the building from being shut down.
6 Because the hair salon, they need electricity to do hair, they
7 need water to do hair, so I felt like I didn't have a choice if
8 he, I felt like I was being forced to do it, you know, if I
9 didn't do it, then we would have just been shut down, everybody
10 would have just been shut down completely.

11 **THE COURT:** Alright. Do you have documentation to
12 show all of these various bills, utilities or otherwise that
13 you paid with rent money? Do you have proof of that?

14 **MS. JONES:** Yes, Your Honor.

15 **THE COURT:** Okay. Have you provided that to, to Mr.
16 Radeker?

17 **MS. JONES:** Yes, Your Honor.

18 **THE COURT:** Okay. Is that in the packet of stuff?

19 **MR. RADEKER:** That's correct, it's in those exhibits
20 that are filed with her affidavit, Your Honor.

21 **THE COURT:** Okay. Alright.

22 **MR. MCGEE:** Your Honor, if I could, just a point
23 of clarification, I'm not going to address anything with
24 her, but the reason that there's some confusion, I feel, is
25 that she keeps saying that the rent that was received from

1 tenants of Salon Proz, LLC. So there are two other LLCs that
2 are
3 renting, subleasing ---

4 **THE COURT:** Right.

5 **MR. MCGEE:** --- at this property.

6 **THE COURT:** Right.

7 **MR. MCGEE:** And Judge Lee's order specifically
8 states it's not tenants of Salon Proz that have to turn
9 this over. Judge Lee's order says that Mr. Twitty's the
10 appointed receiver to take charge of the real property ---

11 **THE COURT:** Right.

12 **MR. MCGEE:** --- all of it. The receiver is to
13 take charge including the building, the receiver is to
14 maintain all keys and to collect all rents from everybody.
15 So again, the church for example that the pastor that was here,
16 he is not a Salon Proz tenant, he is a tenant of one of Ms.
17 Jones' other LLCs at the subject property. They pay \$4,000.00
18 a month in rent, that has not been given or was not given
19 between October of 2020 and Your Honor's order. It appears
20 that the position that she's taking including in her affidavit
21 is that only the tenants of Salon Proz, LLC are subject to this
22 receivership and that's, I think, causing some of the, the
23 disconnect here. So I apologize for interrupting.

24 **THE COURT:** That's fine. How about keys? Mr. Twitty
25 says he has one key. How about keys?

1 **MR. RADEKER:** Your Honor, if I may, while we're
2 mixing up argument and testimony, if I may speak to something.
3 The Event Hall, LLC and Office Suites, LLC are not parties to
4 this action and couldn't have been ordered to turn over
5 anything. It's Salon Proz's rents that are ordered to be
6 turned over, and the order can say that everyone in the world
7 is, must turn their rent over to Mr. Twitty, but everyone in
8 the world isn't a party to the case, only Salon Proz.

9 **THE COURT:** I understand. How about keys? Mr.
10 Twitty said he has one key.

11 **MS. JONES:** I gave him Mr. Twitty a master key. When
12 he came to the building, I went to my car, I keep a master key
13 in my car, and I gave him my spare master key. And then, I
14 guess, months later he told me that he couldn't get in and he
15 needed additional keys. And I was out of state, I work out of
16 state, so I told him that when I got back in town, you know,
17 I'll see whatever it was that he needed in addition to that.
18 But I did give him my master key to the building which opens
19 the Salon Proz side of doors and The Event Hall side of doors.
20 So I'm not sure why he couldn't get in.

21 **THE COURT:** How about bank records, looking at the
22 list of things, documents related to the bank accounts? How
23 about, have you provided any bank account records?

24 **MS. JONES:** Salon Proz does not have a bank account
25 during bankruptcy, I was ordered to close it.

1 **THE COURT:** I realize bankruptcy was filed, but it
2 was soon thereafter dismissed, so I don't think necessarily
3 bankruptcy should even factor into our discussion.

4 **MS. JONES:** Salon Proz doesn't have a bank account.

5 **THE COURT:** There are no bank accounts for anything
6 related to this property?

7 **MS. JONES:** For Salon Proz, no. Only the account
8 that was opened during bankruptcy, in possession, I think
9 that's what it means.

10 **THE COURT:** Mr. McGee, you want to examine Ms. Jones?

11 **MR. MCGEE:** Judge, I think it's just a he said, she
12 said.

13 **THE COURT:** Yeah.

14 **MR. MCGEE:** The receiver's testified about everything
15 very clearly, the order states what it states. And certainly
16 you can't circumvent the order from Judge Lee in this lawsuit
17 that pertains to that property that is subject to our mortgage
18 that we haven't received a payment on for 11 years.

19 **THE COURT:** Yeah.

20 **MR. MCGEE:** You can't simply open up another LLC and
21 be immune from Judge Lee's order or Your Honor's order. So I
22 don't have any questions for her, but ---

23 **THE COURT:** Alright. I understand. Let's take a
24 short recess, let me talk with the lawyers back in chambers,
25 please.

1 (Off the record.)

2 **THE COURT:** Alright. We are back on the record, and
3 I had indicated to the lawyers back in chambers what I was
4 inclined to do in one of those items is to strike the counter
5 claim that, that has been filed by the Defendant. And Mr.
6 Radeker, you wanted to put something on the record. Of course,
7 nothing is final until a written order is issued, okay? I want
8 the people to know that, and certainly both sides have the
9 right to request reconsideration of a written order if they are
10 inclined to. But Mr. Radeker, you want to go ahead and put
11 something on the record concerning that?

12 **MR. RADEKER:** Certainly, Your Honor. We note, first
13 of all it would be improper for the Court to issue any contempt
14 sanctions. We're here simply on a motion of Plaintiff, it's
15 not a verified petition, it wasn't a rule to show cause issue
16 regarding us to be here today. Also we note there's been no
17 willful disobedience shown of the order. There has been
18 noncompliance with the order with respect to the payment of
19 rent to avoid the utilities being cut off in December. But
20 collection of rent and payment of utilities out of desperation
21 after the receiver has not done so despite collecting ample
22 rent in order to do so and being provided with all of the
23 information to do so which is his responsibility to do, that's
24 not the same thing as willful disobedience of an order. So we
25 note that there, that, there's no contempt, there's

1 noncompliance, but all noncompliance is not contempt. If
2 anything, we'd move to terminate their receivership. And we've
3 shown that during the time that Mr. Twitty's been the receiver,
4 he's collected rent in order to pay utilities and didn't pay
5 them, they were in danger of being shut off. There's been some
6 discrepant testimony between Ms. Jones and Mr. Twitty about
7 what was paid and when. I think Mr. Twitty was saying, oh, he
8 never collected any rent from The Event Hall or Office Suites
9 until December. We note that, exhibit 8 to Ms. Jones affidavit
10 lists the rent that he'd been paid for the month of October and
11 that, you now, there's The Event Hall and Office Suites right
12 there. So we note that for the time that Salon Proz was in
13 bankruptcy, it would, I don't think it would be lawful for the
14 Court to punish Salon Proz for noncompliance during that time
15 because the operation of this receivership order was suspended
16 by the ---

17 **THE COURT:** How long was the start and finish of the
18 bankruptcy? Wasn't it reasonably short?

19 **MR. RADEKER:** March to August 2021.

20 **THE COURT:** Okay.

21 **MR. RADEKER:** So no, it's not the entire time since
22 Judge Lee issued the October 2020 order. In any event, we
23 would argue against the sanction of striking an answer or
24 ordering the payment of any attorney's fees being that that's,
25 that would be overly harsh even if Your Honor were to find that

1 there was contempt here. In the event that money is to be paid
2 to cover the receiver's fees or the attorney's fees and we'd
3 ask that come out of the rent that Mr. Twitty has collected,
4 he's collected quite a lot of it. And because of the efforts
5 of Ms. Jones, hasn't had to spend that to get the utility bills
6 paid which that might have gone toward otherwise. So there's
7 ample money there to cover any of that in the event that Your
8 Honor orders the payment of such fees. Thank you.

9 **THE COURT:** Okay. Thank you. Mr. McGee, do you feel
10 compelled to put anything on the record?

11 **MR. MCGEE:** Nothing, Judge.

12 **THE COURT:** Alright. What I'm inclined to do, and
13 again as I stated a moment ago, these lawyers know this,
14 nothing's final until a written order is submitted, but what
15 I'm inclined to do is require Ms. Jones to pay some attorney's
16 fees, receiver fees once the affidavits are submitted to the
17 Court. Whether it's under a contempt sanction or otherwise,
18 strike the counter claim that's been filed, but get this
19 referred to the master as soon as possible. I mean, 11 years
20 this foreclosure action's been pending, it needs to be laid to
21 rest. And until the master can be, can get involved in this
22 foreclosure action, certainly 100 percent of all rent payments
23 has to be made to the receiver, no interference with any of the
24 rental agreements by anyone. And it's been mentioned that
25 there's been some efforts to refinance which I think would be

1 an excellent resolution to this, so certainly, not required
2 naturally, but I would encourage efforts to continue concerning
3 that endeavor of refinancing. So what I will do is I will
4 either one, direct one of the attorneys to prepare the order or
5 I will prepare one myself, okay? Mr. McGee, Mr. Radeker, any,
6 any questions, or comments that you want to make?

7 **MR. MCGEE:** Nothing, Your Honor. Your Honor, I do
8 want to make sure that I understand that any and all rent
9 payments that are received as a result of, at the property are
10 to be paid to Mr. Twitty?

11 **THE COURT:** Right. Regardless of, Ms. Jones,
12 regardless of maybe your efforts were protection of the
13 property, you know, I understand that, but again, the order has
14 to be complied with with 100 percent of all payments has to be
15 made to the receiver, and all of the tenants need to know that
16 so there's no confusion about getting some rent payments to Ms.
17 Jones, okay? Alright. I will be back in touch and let's say
18 within 10 days, Mr. McGee, if you can get a fee affidavit and,
19 and then the affidavit from Mr. Twitty.

20 **MR. MCGEE:** Yes, Your Honor.

21 **THE COURT:** Alright. Very good. We are off the
22 record.

23 (Whereupon proceedings were concluded at 4:14 pm.)
24
25

CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS)

I, the undersigned Lisa G. Amick, Official Court Reporter for the Eighth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the County of Laurens, South Carolina, on the 8th day of February 2022.

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

June 30, 2022

Lisa D. Amis
Court Reporter

My commission expires: June 30th, 2025

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-40-7187

South Carolina Community Bank,

Plaintiff,

vs.

**Salon Proz, LLC, Columbia
Empowerment Zone, Inc. d/b/a The
Columbia Empowerment Zone, and
Frank Mitchell,**

Defendants.

AFFIDAVIT OF YVONNE JONES

2012 SEP 21 AM 11:08
C.C.P. & U.S.

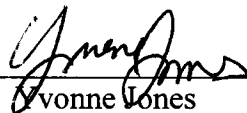
Personally appeared before me Yvonne Jones, who, first being duly sworn, deposes and says as follows:

1. My name is Yvonne Jones. I am a member of and the operator of Salon Proz, LLC. I have personal knowledge of the facts set forth in this affidavit and am competent to testify about them.
2. I never signed the note document that South Carolina Community Bank claims is the note involved in this case. A copy of that document is attached to this affidavit as Exhibit A. I am the only person who would have had the power or authority to sign that document for Salon Proz. It was never presented to me for my signature at closing. The first time this document was presented to me and I was asked to sign it was in August of 2012, when I met with people from South Carolina Community Bank and they requested that I sign it. They acknowledged at that meeting that the document had never been signed.
3. As the time for me to purchase the building involved in this case grew closer, I was in discussions with South Carolina Community Bank, usually through a loan officer, Chester Leaks, who worked there. At first, South Carolina Community Bank told me that it would make Salon Proz a loan at a 5.75% interest rate. Later, not long before the closing, they told me that the interest rate on the loan would be 7.75%. At that time, I had already invested about \$50,000.00 in this business venture, which I would have lost if Salon Proz did not get the loan and close the purchase of the building. I

was, however, upset at this change in the terms that I was initially promised, and I brought this up to Mr. Leaks. He told me that if Salon Proz got the loan with South Carolina Community Bank, the bank would then change the loan terms to reduce the interest rate to 5.75%. Based on that representation, I decided for Salon Proz that Salon Proz would get the loan.

4. Per what South Carolina Community Bank told me, the monthly payments under the loan were deferred for several months. The bank then extended the deferment further because of construction and renovation delays. Starting January of 2011, Salon Proz made the monthly payments of approximately \$8,000.00 a month.
5. Per instruction Mr. Leaks gave me, starting in the spring of 2011, Salon Proz made partial payments of approximately \$4,000.00 a month.
6. In the fall of 2011, South Carolina Community Bank refused to accept Salon Proz's partial payment of about \$4,000.00.
7. Not long after that, South Carolina Community Bank brought this lawsuit.
8. In March of 2012, South Carolina Community Bank's president, Mr. Felder, told me that the bank would enter into a modification of the loan that would change the interest rate to 3.25% and would put the payments at approximately \$4,000.00 a month. That promise was quite clear. The bank then reneged on that promise.
9. The Small Business Administration, which backs the loan, has told me that they are all right with such a modification.
10. The mortgage and assignment of rents documents attached to the complaint do not mention a receiver or receivership.
11. There is no danger that the property involved in this case or the rents from the tenants are in any danger of being lost, injured, or impaired. The property has not been injured and is not being injured now, and I do not intend to do anything to injure it or allow someone else to do so.

FURTHER AFFIANT SAYETH NOT.


Yvonne Jones

SWORN to before me this
18th day of September, 2012

 (L.S.)

Notary Public for South Carolina

My Commission Expires: 5/21/2017

COMMERCIAL LINE OF CREDIT AGREEMENT AND NOTE

NAME(S)/ADDRESS(ES) OF BORROWER(S) ("Borrower, I, My, or Me")
SALON PROZ, LLC

2901 TWO NOTCH ROAD

COLUMBIA SC 29240

NAME/ADDRESS OF LENDER (CREDITOR) ("Lender, You or Your")

S C COMMUNITY BANK

PO BOX 425

COLUMBIA, SC 29202

NOTE NUMBER	DATE OF TRANSACTION	MATURITY DATE	OFFICE	OFFICER	INTEREST RATE
100105	7/16/09	8/16/29	1	002	7.75

For value received, on or before the Maturity Date, the undersigned Borrower promises to pay the principal amount or such lesser sum as shall have been advanced by Lender to Borrower under the line of credit hereinafter described, together with interest, and any other charges, including service charges, to the order of Lender at its address noted above or holder, all in lawful money of the United States of America. The undersigned further agrees to the terms below and on page two of this Note. Words, numbers or phrases preceded by a box are applicable only if the box is checked.

PRINCIPAL AMOUNT

Eight hundred sixty four thousand & no/100

\$ 864,000.00

PAYMENT SCHEDULE:

Payments on this Line of Credit will be due as follows:

☒ interest only starting and payable ☐ monthly. ☐ quarterly.

☐ interest, principal and other charges due on Maturity Date.

☒ other payment schedule: ONE (1) INTEREST ONLY PAYMENT DUE ON MAY 15, 2010; THEREAFTER 228 PAYMENTS OF PRINCIPAL AND INTEREST IN THE AMOUNT OF \$7,154.36 AND A FINAL PAYMENT OF ALL PRINCIPAL, INTEREST, FEES AND OTHER CHARGES DUE AT MATURITY.

INTEREST RATE:

This Line of Credit is subject to ☒ a fixed interest rate of 7.75 % per annum. ☐ a variable simple interest rate, which is % greater than: ☐ equal to: ☐ % less than: the following Index:

Initial Simple Interest Rate	Present Variable Index Rate	Minimum Interest Rate	Maximum Interest Rate	Interest Rate Changes May Occur Every
%	%	%	%	

Interest may be calculated on the unpaid balance for the actual days outstanding on a ☐ 365/365 Day Basis ☒ 365 / 360 Day Basis

DEFAULT RATE: If in default the interest rate shall be: ☐ % per annum. ☐ % in excess of the Index.

LATE CHARGE: If Borrower is more than 10 days late in making any payment, in addition to such payment, Borrower will pay a late charge of:

☐ the lesser of ☐ the greater of ☐ an amount equal to ☐ \$ or ☒ 5.00 % of the payment in default.

PAYABLE ON DEMAND: ☐ Payment is due upon demand. ☐ Payment is due upon demand, but in any event, not later than Maturity Date.

TERMS/ADVANCES: This Line of Credit is:

☒ **Obligatory:** Lender will continue to make advances under this Line of Credit unless: (a) the maximum amount on this Line of Credit is outstanding; (b) the undersigned has breached any of the promises contained in this Agreement or any other agreement noted below; (c) the undersigned makes a request for an advance after the Maturity Date noted above; (d) other:

☐ **Discretionary:** Lender may refuse to make additional advances under this Line of Credit for the following reasons: (a) the aggregated advances under this Line of Credit exceeds \$; (b) other:

☐ **ANNUAL MEMBERSHIP FEE.** Lender will assess an Annual Membership Fee of (\$) Dollars, which will be due when Borrower's Line of Credit is first opened and on the yearly anniversary of the opening date. This fee will be charged to this Line of Credit as an advance. This fee is not refundable under any circumstance and does not assure Borrower that this Line of Credit will not be terminated, credit suspended or credit limit reduced as permitted under this Line of Credit Agreement and Note.

☐ **ADDITIONAL NOTE PROVISIONS:**

By initialing, I acknowledge this is page 1 of 2 of the Commercial Line of Credit Agreement and Note.

Record on Appeal p. 201

Security for this Line of Credit Agreement and Note, if any, (the "Collateral") is granted pursuant to the following document(s) executed on the date(s) indicated below:

- ☒ Security agreement dated 7/16/09
☒ Mortgage, deed of trust, trust deed or security deed dated 7/16/09
☐ other

The Borrower expressly agrees to all the provisions hereof and signifies assent thereto by the signature below.

IN WITNESS WHEREOF, the Borrower has executed this Agreement on the date and year shown below.

SALON PROZ, LLC

By <u>X</u> YVONNE JONES Its MEMBER	Date _____	By <u>X</u> _____ Its _____	Date _____
By <u>X</u> _____ Its _____	Date _____	By <u>X</u> _____ Its _____	Date _____

Additional Provisions

Advances of principal, repayment, and readvances may be made under this Line of Credit Agreement and Note from time to time, but Lender, in its sole discretion and subject to provisions related to obligatory and discretionary advances, may refuse to make advances or readvances hereunder during any period(s) this Agreement and Note is in default. All advances made hereunder shall be charged to a loan account in Borrower's name on Lender's books, and Lender shall debit to such account the amount of each advance made, and credit to such account the amount of each repayment made by Borrower. If the Lender furnishes the Borrower with a statement of Borrower's loan account, such statement shall be deemed to be correct, accepted by, and binding upon Borrower, unless Lender receives a written statement exception from Borrower within ten (10) days after such statement has been furnished.

This Agreement and Note may be paid in full or in part at any time subject to the repayment provisions spelled out on page one hereof, without payment of any prepayment fee or penalty. All payments received shall, at the option of Lender, first be applied against accrued and unpaid interest and the balance against principal. Borrower expressly assumes all risks of loss or delay in delivery of any payment made by mail, and no course of conduct or dealing shall affect Borrower's assumption of these risks. If Lender shall determine that the effective interest rate of this Note is, or may be, usurious or otherwise limited by law, the unpaid balance of this Note, with accrued interest at the highest rate then permitted by law shall, at the Lender's option, become immediately due and payable.

Unless this Note is due upon demand, in which case the provisions of this paragraph shall not apply, upon the occurrence of any of the following events of default, Lender, at its option and without notice to Borrower, may declare the entire unpaid balance of this Note and all accrued interest, together with all other indebtedness of Borrower to Lender, to be immediately due and payable: (a) Borrower's failure to pay any installment of principal or interest when due; (b) any default by Borrower under any loan agreement, security agreement, mortgage or other agreement executed in connection with this Line of Credit Agreement and Note; (c) the death, dissolution or termination of existence of Borrower; (d) if Borrower is generally not paying his debts as such debts become due; (e) the commencement of any proceeding under the bankruptcy or insolvency laws by or against Borrower; (f) if any other indebtedness of Borrower to Lender or to any other creditor shall become due and remains unpaid after acceleration of the maturity or after maturity; (g) if any writ of attachment, garnishment, execution, tax lien or similar proceeding shall be issued against any property of

Borrower; (h) Borrower's business shall be sold to, or merged with, any other business, individual or entity; (i) Lender, in good faith, believes the Borrower's ability to repay its indebtedness under this Line of Credit Agreement and Note, any Collateral, or Lender's ability to resort to any Collateral, is or soon will be impaired, time being of the very essence. If there is a Default Rate shown on page one, it may be applied to all periods of time in which a default exists.

If this Line of Credit Agreement and Note is secured by a security agreement, mortgage, deed of trust, trust deed, security deed or loan agreement of even or previous date, as set forth on page one hereof, it is subject to all the terms thereof. Additionally, the Lender may, upon deeming itself insecure or upon Borrower's default in payment or in the terms of this or any other agreement Borrower may have with Lender, declare the entire principal amount due and payable. The Borrower severally waives demand, notice, and protest and to any defense due to extensions of time or other indulgence by Lender or to any substitution or release of collateral.

If the interest rate on this Line of Credit Agreement and Note is tied to an Index stated on page one, that Index is used solely to establish a base from which the actual rate of interest payable under this Line of Credit Agreement and Note will be figured, and is not a reference to any actual rate of interest charged by any lender to any particular borrower. If the interest rate varies in accordance with a selected Index, if that Index ceases to exist, Lender may substitute a similar index which will become the Index.

If this Line of Credit Agreement and Note is payable in installments, each installment payment will be due on the same day of the installment period as the day upon which payments commence, unless otherwise specified. Failure to pay this Line of Credit Agreement and Note according to specified terms shall constitute a default. If permitted by law and at Lender's option, interest up to the highest rate permitted by law may be assessed on any interest which is past due as the result of any payment not being paid when due.

The Lender shall have the right to hold or apply its own indebtedness or liability to Borrower in payment of, or to provide collateral security for the payment of this Line of Credit Agreement and Note either prior to or after Maturity Date. If legal proceedings are instituted to enforce the terms of this Line of Credit Agreement and Note, Borrower agrees to pay all costs of the Lender in connection therewith, including reasonable attorney fees, to the extent permitted by law. If this Line of Credit Agreement and Note is secured, then upon default in payment or in the terms of this Agreement, the Lender shall have all rights of a secured party under the Uniform Commercial Code and/or other law(s) governing secured transactions.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-40-7187

South Carolina Community Bank,

Plaintiff,

vs.

**Salon Proz, LLC, Columbia
Empowerment Zone, Inc. d/b/a The
Columbia Empowerment Zone, and
Frank Mitchell,**

Defendants.

CERTIFICATE OF SERVICE

2012 SEP 21 AM 11:08
JENNIFER A. MOORE
C.C.P. & G.S.

I, Andrew S. Radeker, an attorney with the law firm of Harrison & Radeker, P.A., attorneys for Defendant Salon Proz, LLC, do hereby certify that I have, on this the 21st day of September, 2012, served the foregoing document in the above-captioned action by depositing the same in the United States Mail, first class, postage prepaid, with the return address clearly noted, addressed as follows, to wit:

S. Nelson Weston, Jr., Esq.
Charles J. Webb, Esq.
Richardson, Plowden & Robinson, P.A.
P.O. Box 7788
Columbia, SC 29202



Andrew S. Radeker

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CASE NO. 2011-CP-40-7187

South Carolina Community Bank,

Plaintiff,

vs.

Salon Proz, LLC, Columbia
Empowerment Zone, Inc. d/b/a The
Columbia Empowerment Zone, and
Frank Mitchell,

Defendants.

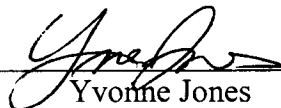
SUPPLEMENTAL
AFFIDAVIT OF YVONNE JONES

FILED
2013 MAR 14 PM 3:26
CLERK OF COURT
J. McBRIDE
SOUTH CAROLINA
C.C.P. & G.S.

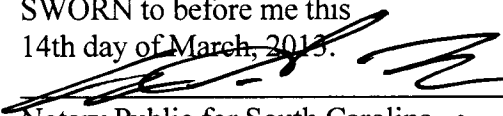
Personally appeared before me Yvonne Jones, who, first being duly sworn, deposes and says as follows:

1. My name is Yvonne Jones. I am a member of and the operator of Salon Proz, LLC. I have personal knowledge of the facts set forth in this affidavit and am competent to testify about them.
2. At the end of December in 2012, Mr. Felder, South Carolina Community Bank's president, called me and discussed the real property taxes on the property subject of this case.
3. Mr. Felder told me in that conversation that South Carolina Community Bank would accept monthly payments. Attached to this affidavit is a list of payments that were made and accepted this year, along with copies of checks from bank statements.

FURTHER AFFIANT SAYETH NOT.


Yvonne Jones

SWORN to before me this
14th day of March, 2013.


(L.S.)
Notary Public for South Carolina
My Commission Expires: 5/21/2017

SalonProz, LLC & The Event Hall, LLC

Payments to South Carolina Community Bank

January 2013

<u>Check #</u>	<u>Amount</u>
1551	\$250.00 (SalonProz)
1233	\$250.00
1234	\$450.00
1235	\$350.00
1238	\$350.00
1246	\$500.00
Total	\$2,150.00

February 2013

<u>Check #</u>	<u>Amount</u>
Bank Draft	\$500.00
1249	\$500.00
1250	\$1500.00
	2,000.00

March 2013

<u>Check #</u>	<u>Amount</u>
1552	\$500.00 (SalonProz)



SOUTH CAROLINA
COMMUNITY BANK
P.O. BOX 425
1545 SUMTER STREET
COLUMBIA, SOUTH CAROLINA 29201
(803) 733-8100

Page: 5 of 6
Primary Account: 100068853



CHECKING
ADVISE OF CHANGE

DATE 2/1/13
APPROVED BY [Signature]

ACCOUNT NUMBER [Redacted]

WE DEBIT YOUR ACCOUNT AS FOLLOWS

	AMOUNT
Solan Pro 3, LLC (Property Taxes)	\$500.00
TOTAL AMOUNT	\$500.00

For Solan Pro 3, LLC
The Brent Han, LLC

10539058771

Check 0 Amount \$500.00 Date 2/1/2013

Name The Event Hall

Account No [Redacted] Date 2/21/13

Pay to the Order of Salan Pro 3 \$600.00
Six Hundred 00/100 Dollars

For [Signature]

10539058771

Check 0 Amount \$600.00 Date 2/21/2013

THE EVENT HALL, LLC

1218 07-587/539

Date 11/27/12

Pay to the Order of Richard Simms \$50.00
Fifty 00/100 Dollars

For [Signature]

10539058771

Check 1218 Amount \$50.00 Date 2/20/2013

THE EVENT HALL, LLC

1240 07-587/539

Date 1-17-13

Pay to the Order of Yvonda Anthony \$100.00
One Hundred 00/100 Dollars

For [Signature]

10539058771

Check 1240 Amount \$100.00 Date 1/29/2013

THE EVENT HALL, LLC

1242 07-587/539

Date 1-22-13

Pay to the Order of Alvin Canady \$50.00
Fifty 00/100 Dollars

For [Signature]

10539058771

Check 1242 Amount \$50.00 Date 1/28/2013

THE EVENT HALL, LLC

1243 07-587/539

Date 1-23-13

Pay to the Order of Chamber of Commerce \$100.00
One Hundred Dollars 00/100

For [Signature]

10539058771

Check 1243 Amount \$100.00 Date 1/28/2013

THE EVENT HALL, LLC

1245 07-587/539

Date 1-28-13

Pay to the Order of James Crisp \$150.00
One Hundred and Fifty 00/100 Dollars

For [Signature]

10539058771

Check 1245 Amount \$150.00 Date 1/31/2013

THE EVENT HALL, LLC

1247 07-587/539

Date 1-29-13

Pay to the Order of Emmitt Gilliam \$105.00
One Hundred and Five 00/100 Dollars

For [Signature]

10539058771

Check 1247 Amount \$105.00 Date 2/4/2013

THE EVENT HALL, LLC

1249 07-587/539

Date 1/31/13

Pay to the Order of SC Community Bank \$500.00
Five Hundred 00/100 Dollars

For [Signature]

10539058771

Check 1249 Amount \$500.00 Date 1/31/2013

THE EVENT HALL, LLC

1250 07-587/539

Date 2/8/13

Pay to the Order of Torrey Smalls \$140.00
One Hundred and Forty 00/100 Dollars

For [Signature]

10539058771

Check 1250 Amount \$140.00 Date 2/14/2013

THE EVENT HALL, LLC

1251 07-587/539

Date 2/9/13

Pay to the Order of Emmitt Gilliam \$140.00
One Hundred and Forty 00/100 Dollars

For [Signature]

10539058771

Check 1251 Amount \$140.00 Date 2/13/2013

THE EVENT HALL, LLC

1252 07-587/539

Date 2/9/13

Pay to the Order of Torrey Smalls \$140.00
One Hundred and Forty 00/100 Dollars

For [Signature]

10539058771

Check 1252 Amount \$140.00 Date 2/14/2013

Record on Appeal p. 206



**SOUTH CAROLINA
COMMUNITY BANK**
P.O. BOX 425
1545 SUMTER STREET
COLUMBIA, SOUTH CAROLINA 29201
(803) 733-8100

Page: 5 of 6
Primary Account: 100068853



THE EVENT HALL, LLC 1225 12/20/12
Pay to the Order of Emmit Gilliam \$ 105.00
One Hundred and Five 00/100 Dollars
For Security (3)
⑆05390587⑆

Check 1225 Amount \$105.00 Date 12/28/2012

13680 SID 1226 12/26/12
THE EVENT HALL, LLC
Pay to the Order of Wynster Odams \$ 105.00
One Hundred and Five 00/100 Dollars
For Security (3)
⑆05390587⑆

Check 1226 Amount \$105.00 Date 12/27/2012

THE EVENT HALL, LLC 1227 12/26/12
Pay to the Order of James Fisher \$ 105.00
One Hundred and Five 00/100 Dollars
For Security (3)
⑆05390587⑆

Check 1227 Amount \$105.00 Date 12/27/2012

THE EVENT HALL, LLC 1228 12/26/12
Pay to the Order of Emmit Gilliam \$ 70.00
Seventy Dollars 00/100 Dollars
For Gilliam and Odams 135 ea
⑆05390587⑆

Check 1228 Amount \$70.00 Date 12/28/2012

THE EVENT HALL, LLC 1230 12-31-12
Pay to the Order of Time Warner Cable \$ 200.00
Two Hundred 00/100 Dollars
⑆02017994703001
⑆05390587⑆

Check 1230 Amount \$200.00 Date 1/7/2013

THE EVENT HALL, LLC 1232 12/31/12
Pay to the Order of Bank of America \$ 300.00
Three Hundred 00/100 Dollars
⑆05390587⑆

Check 1232 Amount \$300.00 Date 1/2/2013

THE EVENT HALL, LLC 1233 1-4-13
Pay to the Order of SC Community Bank \$ 250.00
Two Hundred and Fifty 00/100 Dollars
For 250 x 2 = 500 payment
⑆05390587⑆

Check 1233 Amount \$250.00 Date 1/8/2013

THE EVENT HALL, LLC 1234 1-8-13
Pay to the Order of SC Community Bank \$ 450.00
Four Hundred and Fifty 00/100 Dollars
For 250 + 40 = 750 WK 2
⑆05390587⑆

Check 1234 Amount \$450.00 Date 1/8/2013

THE EVENT HALL, LLC 1235 1-11-13
Pay to the Order of SC Community Bank \$ 350.00
Three Hundred and Fifty 00/100 Dollars
For 10F2 (350) WK 3
⑆05390587⑆

Check 1235 Amount \$350.00 Date 1/14/2013

THE EVENT HALL, LLC 1236 1-14-13
Pay to the Order of Cash \$ 400.00
Four Hundred 00/100 Dollars
⑆05390587⑆

Check 1236 Amount \$400.00 Date 1/14/2013

THE EVENT HALL, LLC 1237 1-15-13
Pay to the Order of Clear Channel \$ 257.00
Two Hundred and Fifty Seven 00/100 Dollars
For radio ad 165 per
⑆05390587⑆

Check 1237 Amount \$257.00 Date 1/23/2013

THE EVENT HALL, LLC 1238 1-17-13
Pay to the Order of SC Community Bank \$ 350.00
Three Hundred and Fifty 00/100 Dollars
For 20F2 (350) = 750 /WK 3
⑆05390587⑆

Check 1238 Amount \$350.00 Date 1/17/2013

Record on Appeal p. 207



SOUTH CAROLINA
COMMUNITY BANK
P.O. BOX 425
1545 SUMTER STREET
COLUMBIA, SOUTH CAROLINA 29201
(803) 733-8100

Page: 6 of 6
Primary Account: 100068853



THE EVENT HALL, LLC		1246
1-25-13		01-25-2013
Pay to the Order of	SC Community Bank	\$ 500.00
Five Hundred 00/100		Dollars
For 1 of 2 Payments/WK 1		
:053905877: [Redacted]		1246

Check 1246 Amount \$500.00 Date 1/25/2013

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-40-7187

South Carolina Community Bank,

Plaintiff,

vs.

**Salon Proz, LLC, Columbia
Empowerment Zone, Inc. d/b/a The
Columbia Empowerment Zone, and
Frank Mitchell,**

Defendants.

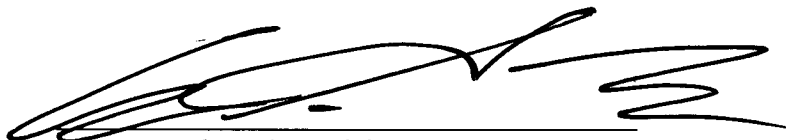
CERTIFICATE OF SERVICE

FILED
2013 MAR 14 PM 3:26
JENNIFER W. MCBRIDE
CLERK, C.P. & G.S.

I, Andrew S. Radeker, an attorney with the law firm of Harrison & Radeker, P.A., attorneys for Defendant Salon Proz, LLC, do hereby certify that I have, on this the 14th day of March, 2013, served the foregoing document in the above-captioned action by depositing the same in the United States Mail, first class, postage prepaid, with the return address clearly noted, addressed as follows, to wit:

S. Nelson Weston, Jr., Esq.
Charles J. Webb, Esq.
Richardson, Plowden & Robinson, P.A.
P.O. Box 7788
Columbia, SC 29202

Leah B. Moody, Esq.
Law Office of Leah B. Moody, LLC
P.O. Box 1015
Rock Hill, SC 29730



Andrew S. Radeker

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-40-7187

South Carolina Community Bank,

Plaintiff,

vs.

**Salon Proz, LLC, Columbia
Empowerment Zone, Inc. d/b/a The
Columbia Empowerment Zone, and
Frank Mitchell,**

Defendants.

**AFFIDAVIT OF ANDREW RADEKER
REGARDING
REAL PROPERTY TAXES**

Personally appeared Andrew S. Radeker, who, first being duly sworn (in accordance with the Trial Courts Coronavirus Management Order), deposes and says as follows:

1. My name is Andrew S. Radeker. I am the attorney for Defendant Salon Proz, LLC in the above-captioned lawsuit. I have personal knowledge of the facts set forth in this affidavit and am competent to testify about them.
2. As mentioned in the supplemental affidavit of Yvonne Jones filed on March 14, 2013, Salon Proz struck an agreement with the Plaintiff in December of 2012 to deal with payment of property taxes for the real property involved in this case. Under that agreement, Salon Proz agreed to, and did, make payments to the Plaintiff that, per the agreement, were to be used by the Plaintiff toward the payment of property taxes.
3. As mentioned in Exhibits A and B to this affidavit, which are email exchanges between me and Chuck Webb, who was then Plaintiff's counsel, the Plaintiff broke the agreement, did not pay the taxes as agreed, let the property go to tax sale, refused to perform under the agreement any longer, returned some, but not all, of the money Salon Proz paid under the taxes arrangement, and only redeemed the property from tax sale with mere days to

go before the redemption period expired. In doing so, the Plaintiff ended up paying many thousands of dollars in wholly unnecessary tax penalties and interest.

I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT BY CONTEMPT.

FURTHER AFFIANT SAYETH NOT.

Respectfully submitted,

/s/ Andrew S. Radeker
Andrew S. Radeker
S.C. Bar No. 73743
HARRISON, RADEKER & SMITH, P.A.
Post Office Box 50143
Columbia, South Carolina 29250
(803) 779-2211
drew@harrisonfirm.com (email)
ATTORNEY FOR DEFENDANT
SALON PROZ, LLC

Columbia, South Carolina
September 4, 2020

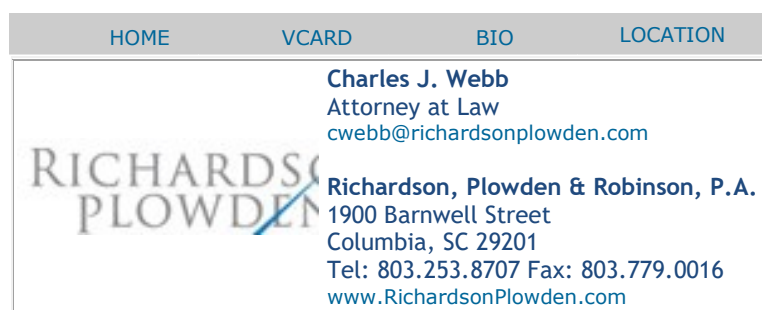
Drew Radeker

From: Chuck Webb <CWebb@RichardsonPlowden.com>
Sent: Monday, March 14, 2016 5:24 PM
To: Drew Radeker
Subject: RE: SC Community Bank v. Salon Proz - settlement negotiations & more

Drew,

I tried to call this afternoon. Please call me at your convenience to discuss.

Thanks.
 Chuck



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From: Drew Radeker [<mailto:Drew@harrisonfirm.com>]
Sent: Monday, March 14, 2016 10:09 AM
To: Carmen Ganjehsani
Subject: SC Community Bank v. Salon Proz - settlement negotiations & more

Carmen:

I hope this finds you doing well. As I believe you already know, SCCB has been taking payments from Salon Proz for a while now to cover the property taxes. It has come to my client's attention, however, that SCCB has now failed to pay the taxes, which are accruing penalties. Can you let me know what's going on and what your client intends to do in this regard? My client is nervous about this.

Also, believe it or not, we'd like to get your client paid some money and get this thing settled. We have the property on the market now. If you could provide us with a payoff, we would be most appreciative.

Thank you.

Drew Radeker

HARRISON & RADEKER, P.A.
 ATTORNEYS AT LAW

*Real Estate / Property Disputes · Foreclosure · Media Law · Zoning · Criminal Defense · Appeals
Personal Injury · Consumer Law · Mediation/Arbitration · False Arrest · Commercial Litigation*

923 Calhoun Street, Columbia, South Carolina 29201
Post Office Box 50143, Columbia, South Carolina 29250
Telephone: (803) 779-2211
Facsimile: (803) 779-6700
<http://www.harrisonfirm.com/>

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ELECTRONICALLY FILED - 2020 Sep 04 11:26 AM - RICHLAND - COMMON PLEAS - CASE#2011CP4007187

Drew Radeker

From: Chuck Webb <CWebb@RichardsonPlowden.com>
Sent: Tuesday, March 22, 2016 1:17 PM
To: Drew Radeker
Subject: Re: SCCB v. Salon Proz

Your client can pay the taxes any time she wants.

Sent from my iPhone

On Mar 22, 2016, at 1:14 PM, Drew Radeker <Drew@harrisonfirm.com> wrote:

Chuck:

If your client is bent on returning the checks, just let me know when you have them and we'll send someone to pick them up. I want to let you know that my client is highly displeased about SCCB not paying the taxes and intends to press this issue if damage results.

We ask that SCCB reconsider, accept the checks, and pay the taxes, which is what my client advises that Messrs. Taylor and Felder told her was what SCCB would do.

Thank you. Please let me know either way.

Drew Radeker

HARRISON & RADEKER, P.A.

ATTORNEYS AT LAW

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From: Chuck Webb [<mailto:CWebb@RichardsonPlowden.com>]
Sent: Friday, March 18, 2016 12:01 PM
To: Drew Radeker <Drew@harrisonfirm.com>
Subject: SCCB v. Salon Proz

Drew,

The payoff amount for the Salon Proz account is \$1,336,725.55 including 2011, 2012 and 2013 property taxes paid by SCCB, but not including the unpaid 2014 and 2015 property taxes.

Please let me know how you want to handle the return of the envelopes that we discussed earlier this week.

Thanks.
Chuck

HOME	VCARD	BIO	LOCATION
	Charles J. Webb Attorney at Law cwebb@richardsonplowden.com <image001.jpg> Richardson, Plowden & Robinson, P.A. 1900 Barnwell Street Columbia, SC 29201 Tel: 803.253.8707 Fax: 803.779.0016 www.RichardsonPlowden.com		

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
South Carolina Community Bank,	)	Civil Action No. 2011-CP-40-07187
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	<u>AFFIDAVIT OF CHRISTOPHER</u>
Salon Proz, LLC, Columbia	)	<u>TWITTY</u>
Empowerment Zone, Inc. d/b/a The	)	
Columbia Empowerment Zone and	)	
Frank Mitchell	)	
	)	
Defendants.	)	

I, Christopher Twitty, having been duly sworn, depose and state as follows:

1. I am over the age of 18 and am competent to testify regarding the facts in this Affidavit.
2. I am the President and Owner of The Shandon Group, which specializes in residential and commercial property management. I have thirteen years of experience acting as a Receiver, having been appointed as such in many cases prior to the present matter.
3. I was appointed Receiver on October 26, 2020 of the property located at 2901 Two Notch Road, Columbia, South Carolina ("Subject Property"). My ordered duties include taking charge of the Subject Property and to collect rent, debts, and any fees pertaining to the property. I was ordered to maintain all keys, books, records, indices, rental proceeds, bank accounts, funds, deposits, and other tangible items or documents involving the Subject Property.
4. Despite several requests to both Ms. Jones and her counsel, Ms. Jones has failed to provide bank records, all leases for the subject property, and other rental ledgers. She has also refused to allow me to transfer the utilities out of her name.

5. Ms. Jones has interfered with my duties as Receiver since the date of my appointment. She has contacted tenants and instructs them not to pay rent to me, lease agreements have been terminated, and she has not allowed me to collect all rent.
6. I received notice that as recently as December 21, 2021, Ms. Jones is directly contacting some tenants and instructing them not to pay their rent to me, but to instead pay the rent to a separate LLC owned by Ms. Jones.
7. On January 5, 2022, I received notice that Ms. Jones threatened to discontinue utilities for certain tenants if they did not pay the rent to her immediately.
8. I have requested, but have still not received, keys to all areas of the property, all current leases, ledgers or history of rental payments, bank deposits, and access/control of the bank accounts.
9. I am aware that Ms. Jones has received rent payments since the date of my appointment that she has not turned over to me.
10. I am concerned with the increasing vacancies at the property, Ms. Jones interference in collecting rent and dealing with tenants, the lack of funds, and Ms. Jones continued involvement and visiting the Subject Property.

I declare under penalty of perjury that the foregoing is true and correct.

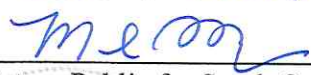
This declaration is executed on January 6, 2022.

FURTHER AFFIANT SAITH NOT



 Christopher Twitty

SWORN to and subscribed before me
 this 6th day of January 2022


 _____ (L.S.)
 Notary Public for South Carolina
 My Commission Expires: 2-20-2028

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CASE NO. 2011-CP-40-7187

South Carolina Community Bank,

Plaintiff,

vs.

**Salon Proz, LLC, Columbia
Empowerment Zone, Inc. d/b/a The
Columbia Empowerment Zone, and
Frank Mitchell,**

Defendants.

**AFFIDAVIT OF YVONNE JONES
REGARDING RECEIVERSHIP**

Personally appeared before me Yvonne Jones, who, first being duly sworn, deposes and says as follows:

1. My name is Yvonne Jones. I am a member of and the operator of Salon Proz, LLC. I have personal knowledge of the facts set forth in this affidavit and am competent to testify about them.
2. I am also the operator and member of two other companies, Office Suites, LLC and The Event Hall, LLC. These are separate companies from Salon Proz.
3. Salon Proz rents space to hairstylists and also rents space to The Event Hall and Office Suites.
4. The Event Hall and Office Suites have their own tenants.
5. One of The Event Hall's tenants is Midtown Fellowship Church, pastored by Antony Frederick, as shown by Exhibit 1 to this affidavit, which is a copy of the lease agreement between The Event Hall and the church.
6. As noted in that lease, utilities are included in the rent.
7. As shown in Exhibits 2 and 3 to this affidavit, which are, respectively, the docket report and an order from the bankruptcy case, Salon Proz filed for bankruptcy protection on March 23, 2021, and that bankruptcy case was dismissed without prejudice on August 20, 2021.

8. Salon Proz is exploring refinancing as a way to resolve this case, based on an offer the Plaintiff made in the bankruptcy case. Those refinancing efforts are underway.
9. In August of 2021, on the day the bankruptcy case was dismissed, I met with Chris Twitty, the receiver in this case. During that meeting, he offered to have his company, the Shandon Group, serve as property manager for Salon Proz at the property that is involved in this case. I was interested in engaging his company to do that, and I exchanged emails with his office about it, which are shown in Exhibit 4 to this affidavit. We entered into that property management arrangement, but, a few days later, he said that he could not do that because the bankruptcy case had ended.
10. I notified Salon Proz's tenants to pay their rent to Mr. Twitty's company, the Shandon Group, on August 25, 2021, and a copy of the email giving that notice is Exhibit 5 to this affidavit. Most tenants actually sent their rent to Salon Proz directly despite the notice. I don't know if anyone paid Mr. Twitty directly.
11. I also gave Mr. Twitty during that time Salon Proz's account information and, as shown on Exhibit 6 to this affidavit, which is a spreadsheet I gave him, account numbers and balances for Salon Proz's utility bills and other maintenance bills for the property involved in this case. He acted as though this information was sufficient for him, never asked me for more information about these accounts, and never asked me to do anything to change in whose name any of these accounts were or to provide him any further access to them.
12. Salon Proz made a payment to Dominion Energy of \$1,403.22 on September 2, 2021.
13. Mr. Twitty collected Salon Proz' tenants' rent for October, November, and December of 2021.
14. Concerned about non-payment of utilities, I contacted Mr. Twitty on October 8, 2021, as shown in my email to him that (with its attachments) is Exhibit 7 to this affidavit, letting him know that power and water bills were due and unpaid.
15. Later that day, I sent Mr. Twitty an email message noting that his company had been paid \$4,700 in rent and that the bills were for less than that amount, though they still had not been paid.
16. On November 4, 2021, I sent Chris Twitty the email message that is Exhibit 9 to this affidavit, which notes bills of Salon Proz that Salon Proz paid. The content of that email message is accurate.

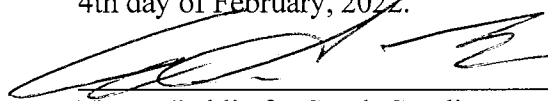
17. In November of 2021, Mr. Twitty's company sent a tenant a supposed past due notice for \$5, threatening her with eviction even though she was current in paying her \$650 rent. A copy of that notice is Exhibit 10 to this affidavit.
18. As shown by copies of checks that are Exhibits 11, 12, and 13 to this affidavit, Salon Proz paid further expenses related to this property which Mr. Twitty did not pay from rent he collected.
19. Mr. Twitty paid only two bills, related to this property in 2021, Dominion Energy on October 14 and the landscaper, despite collecting \$4,700 in rent for October, November, and December of 2021.
20. The Dominion Energy statements for the account for this property for September through December of 2021 are Exhibit 14 to this affidavit. Except for the October 14 payment, all the payments shown on those statements were made by Salon Proz, me personally, Office Suites, or The Event Hall in order to prevent the utilities from being turned off. I got the \$956.60 that had to be paid by January 6, 2022, paid as well.
21. I never told any tenant or anyone that I would have utilities turned off if rent was not turned over to me, nor did I say anything like that. I did tell Pastor Frederick of the church that is a tenant in the building that I was afraid that, if the rent was not paid to me and was paid to Mr. Twitty instead, Mr. Twitty would not pay the utility bills.
22. As noted in Exhibit 15 to this affidavit, I emailed a receipt showing payment to Dominion Energy to Pastor Frederick on January 5, 2022, to let him know that the power would not be disconnected.
23. I got the water bill that is Exhibit 16 to this affidavit paid.
24. I got the Spectrum bill that is Exhibit 17 to this affidavit paid, to avoid disconnection of the tenants' cable, wifi, and internet services.
25. I got the alarm system bill that is Exhibit 18 to this affidavit paid.
26. I got insurance on the building paid, as noted in Exhibit 19 to this affidavit, which also correctly noted that Salon Proz has had and has paid for insurance on this building with Liberty Mutual since 2010.
27. I got a payment arrangement for Salon Proz made with the Richland County Treasurer, as shown by Exhibits 20 and 21 to this affidavit, so that unpaid property taxes could be dealt with.

28. I asked Salon Proz's tenants to pay their rent to salon Proz directly because I was fairly certain that Mr. Twitty would not pay the utilities those tenants need to function from any rent he collected, since he had never done so before.
29. During the ice and snow storms in January, Neither Mr. Twitty nor anyone from his company came to the property to do anything like put salt down to keep the parking lot and sidewalk from icing. I did that.
30. I have had to pay the cleaning company out of my own pocket in order to keep the property clean, as Mr. Twitty has never paid them.
31. Salon Proz never wanted to disobey any order of this court and tried to comply with them. Mr. Twitty put Salon Proz in such a position that it had to choose between having the building cease to function and losing all tenants and complying with orders of the court.

FURTHER AFFIANT SAYETH NOT.


Yvonne Jones

SWORN to before me this
4th day of February, 2022.

 (L.S.)
Notary Public for South Carolina
My Commission Expires: 3/29/27

The Event Hall, LLC2901-C Two Notch Road
Columbia SC 29204**COMMERCIAL LEASE**

In consideration of the covenants herein contained, Antony Frederick hereinafter called "Tenant" and The Event Hall, LLC Landlord, or Agent for the Landlord, hereinafter called "Landlord", agree as follows:

For the period of time beginning on February 1, 2021 and ending at midnight on Month-to-Month Lease Landlord hereby grants to Tenant the sole and exclusive right to lease the real property known as:

Lot _____ Block _____ Section _____ Subdivision _____

Address 2901c Two Notch Road, C 30

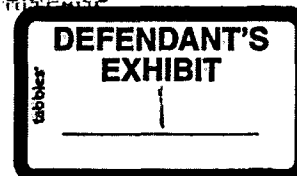
Tax Map # _____ City Columbia Zip 29204

County of Richland State of South Carolina.

THE ☐ LANDLORD ☐ TENANT IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE

1. RENT. Tenant shall pay to the Landlord, a Monthly Base Rental and Additional Rent as follows:
 - (a) MONTHLY BASE RENTAL. Tenant shall pay a Monthly Base Rental to Landlord for each month during the term of this lease or any renewal thereof, in advance on or before the _____ day of each month during the term of this Agreement. The amount of the Monthly Base Rental for the first year of this Agreement shall be Three Thousand Dollars Dollars (\$ 3,000.00).
 - (b) The rental for the first month of this lease shall be paid at the date of execution thereof. The Monthly Base Rental shall be increased as follows: N/A
 - (c) ADDITIONAL RENT. In addition to the Monthly Base Rental and any accumulative adjustments, Tenant shall pay Additional Rent as indicated herein below (check all that apply):
 1. PROPERTY TAXES (choose one):
 - ☐ TAX INCREASE. Tenant shall pay annually a sum equal to any increase in real estate taxes (ad valorem, special assessments and any other government charges to include any solid waste disposal user fees) over those assessed for the year of, N/A, on a pro rata basis. Presentation of copies of tax bills shall constitute sufficient evidence of additional rent due and shall be payable within fifteen (15) days after receipt thereof. Tenant shall be charged additional rent only for the portion of the calendar year during which this lease was in effect.
 - ☐ NET LEASE. Tenant shall pay annually the real estate taxes (ad valorem, special assessments and any other government charges) upon presentation by the Landlord of tax bills on the property. These charges shall be payable by the Tenant within fifteen (15) days after receipt thereof. So long as Tenant shall not be in default, Tenant shall be responsible for the portion of the calendar year during which this lease was in effect.
2. PERCENTAGE OF GROSS SALES. Tenant shall pay annually a sum equal to N/A % of gross sales, as herein defined, in excess of _____ Dollars (\$), in any lease year. Gross sales as used herein shall be the amount of the gross sales as indicated on the Tenant's South

☒ TENANT ☐ TENANT AND ☒ LANDLORD HAVE READ THIS PAGE



Page 1 of 9

Carolina Tax Report (Form ST-3). Tenant shall deliver to Landlord a certified copy of each monthly report within ten (10) days after report is due to the South Carolina Tax Commission. Lease year as used herein shall be the period of one year's duration commencing on the effective day of the lease and each successive period of one year commencing on the anniversary of said effective date. Tenant shall deliver to Landlord within days following the end of each lease year written statement signed and certified by Tenant to be a true and correct statement of the amount of gross sales during the proceeding lease year. Tenant shall at the same time pay the amount of Additional Rent due (if any) as a percentage of the excess over the amount herein stated.

3. COMMON AREA MAINTENANCE. Tenant shall pay on the first day of each month, in advance, a fee equal to the Tenant's pro rata share of the cost of maintaining common areas. Tenant's common area maintenance fee for the remaining portion of the calendar year in which this lease became effective shall be 780 Dollars (\$ 780) per month TO BE DETERMINED

Said fee shall be adjusted at the end of each calendar year to reflect any increase in cost during said year. Common areas include all areas used in common with the other Tenants of the property of which the Premises is a part, for the convenience or welfare of all tenants' customers collectively. Common area maintenance shall mean and include all amounts paid or incurred by Landlord for operating, managing and maintaining the Property including the buildings, improvements and common area facilities of the Property in a manner deemed by Landlord reasonable and appropriate and for the best interest of the Property, including, without limitation, all costs and expenses of 1) operating, repairing, lighting, cleaning, painting and securing the Property and the common areas of the Property, and water and sewer charges; 2) paying all personnel employed on a part time basis or full time basis in the operation, maintenance, or repair of the Property, including the common areas; 3) removing rubbish and debris from the Property; 4) repair and maintenance of walkway, landscaping, and lighting facilities, other than such costs and expenses of a capital nature; 5) management fees paid to the property management firm to manage the Property; 6) planting, replanting and replacing flowers, shrubbery, and planters and the supplies required therefore; 7) all utilities used in connection with the operation of the common area facilities; 8) seasonal decorations, including installation and removal thereof and electricity therefore; 9) leasing or renting equipment used in connection with the operation and maintenance of the common areas; 10) fountain maintenance and repairs, when applicable; 11) security, fire and crime prevention services; 12) utility charges for the common area including without limitation, storm water, sewer and pollution control fees.

4. INSURANCE. Landlord shall keep the Premises adequately insured at a reasonable rate as indicated below (choose one):

☐ INSURANCE INCREASE. Tenant shall pay annually a sum equal to any increase in insurance premium for the year of, _____ on a pro rata basis. Presentation of copies of insurance bills shall constitute sufficient evidence of additional rent due and shall be payable within fifteen (15) days after receipt thereof. Tenant shall be charged additional rent only for the portion of the calendar year during which this lease was in effect.

☐ NET LEASE. Tenant shall pay annually the insurance premium upon presentation by the Landlord of bill on the property. These charges shall be payable by the Tenant within fifteen (15) days after receipt thereof. So long as Tenant shall not be in default, Tenant shall be responsible for the portion of the calendar year during which this lease was in effect.

5. PRORATION OF CHARGES. If the Premises described herein are less than the entire property, the increases in Monthly Base Rental adjustments, Additional Rent and all other charges required by this lease shall be determined by proration on the same ratio that the rentable floor area of the Premises bears to the rentable floor areas of the entire property. Landlord and Tenant hereby deem that the Premises contains approximately 7,000 square feet of rentable area of the entire property which is approximately 2,000 square feet, resulting in a percentage ratio factor of one hundred percent (100 %).

6. ADDITIONAL CHARGES. Any charges due Landlord by Tenant, including but not limited to, damage to Premises, legal fees, cost of default remedies, and past due charges for utilities, insurance, cleaning, maintenance and repairs, etc. or for work done on the Premises by order of Tenant, shall be considered as Additional Rent due (in addition to all other rent payable) and shall be included in any lien for rent. In the event any documentary stamp tax, or tax levied on rental or leasing of the Premises is required, the cost shall be paid by tenant upon demand. The cost of the credit report on the Tenant which may be requested at the Landlord's option shall be paid by the Tenant.

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7. LATE RENT. If rent is not paid within three (3) days after due date, the Tenant is subject to a one-time late fee of Ten (10 %) percent of all rents due at that time.

2. SECURITY DEPOSIT. Upon execution of the lease by the Tenant, the Tenant shall pay to Landlord a Security Deposit in the amount of (\$ 2,000.00) Two Thousand Dollars Dollars. Any security deposit required by Landlord and paid by Tenant shall be retained as security (interest free) for the faithful performance by Tenant of all terms, covenants and conditions herein. Landlord may at any time apply said deposit or any part thereof against any default by Tenant of any of the terms, covenants and conditions of this lease. In such event, Tenant shall upon demand deposit with Landlord the amount so applied that Landlord shall have the full amount of the deposit on hand at all times during the terms of this lease. Upon the expiration of this lease the Tenant shall surrender possession of the Premises as required in paragraph 24 herein. Landlord is given permission to deduct from said security deposit the cost of any unusual cleaning or repairs to the property, upon vacating of Tenant. Security deposit is not a part of the rental and subsequently cannot be deducted from the rent of the last month of this tenancy. Security deposit or any remaining portion will be returned within 30 days after the termination of this Agreement or completion of the repairs necessitated by Tenant's misuse of the Premises. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within three days after receiving written notice from the Landlord or Agent.

3. TENANTS UTILITIES. Tenant shall pay all charges or bills for the utility and services used by the Tenant, EXCEPT: Included within Rent

4. USE OF PREMISES. Tenant agrees not to abandon or vacate the Premises and to use entire leased Property for Office and Church Space for Midtown Fellowship Church Two Notch and for no other purposes without the express written consent of the Landlord. Pets, animals or birds may not be kept on the Premises without the landlord's permission. These Premises may not be used for sleeping quarters or apartments, immoral conduct or any illegal activity.

5. EXAMINATION OF PREMISES. Tenant has examined the Premises and is familiar with their present condition. Tenant, relying solely on said examination, agrees to accept Premises in their present "as is" condition, unless otherwise agreed to in writing by Tenant and Landlord.

6. DELAY OF POSSESSION. If Landlord is unable to deliver possession of Premises on the effective date of this lease, by reason of the holding over of a prior Tenant or for any other reason, this lease shall not be affected or impaired in any way and landlord shall not be liable to Tenant for any loss or damage resulting therefrom. The effective date of this lease however, shall not begin until the delivery of possession. If Landlord, however, is unable to deliver possession of the Premises to Tenant by, March 1, 2021 and if Tenant in fact shall not have accepted possession of the Premises, and if Tenant shall not be in default, Tenant shall have the right to cancel this lease upon written notice delivered to Landlord and upon such cancellation Landlord and Tenant shall each be released and discharged from all liability under this lease. In such case any deposit or prepaid rent shall be promptly returned to Tenant.

7. TENANT'S PARKING. Parking of vehicles owned or operated by Tenant or Tenant's employees is hereby limited, restricted or prohibited, as follows: The Event Hall, LLC - Right Side of Parking Lot only

8. LIABILITY INSURANCE. Tenant shall not carry any stock of goods or do anything in or about the Premises which will in any way restrict or invalidate any insurance coverage of the Premises. Tenant agrees to pay upon demand as additional rent any increase in premiums of insurance carried by the Landlord on the Premises resulting from the Tenant's occupancy or improvements. Tenant shall keep in full force and effect, at Tenant's expense, insurance for plate glass, personal property, trade fixtures, and property damages, as well as a public liability policy in which both Tenant and Landlord shall be named as the insured with the following minimum coverage:
Single Limit \$ Aggregate \$. 1,500,000.00 Aggregate \$ 1,500,000.00

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A certificate of insurance showing the Landlord and Landlord's Agent as an additional insured shall be provided to the landlord not later than the commencement date of this lease and prior to the expiration of such insurance policy during the term of this lease.

9. MAINTENANCE AND REPAIRS. Landlord shall repair and maintain the foundation, roof, outer walls and structural members of the Premises. Tenant shall, at Tenant's sole expense make all other repairs necessary to maintain the Premises, both interior and exterior, ordinary and extraordinary including window glass, plate glass, storefronts, doors, windows, screens, awnings, locks, keys, weather stripping and thresholds, as well as all interior walls, floors, ceilings, and floor coverings. Tenant's responsibility to maintain the Premises shall also include the servicing, repair and maintenance of plumbing, electrical, heating, ventilating and air conditioning systems, including all pipes, wiring, fixtures, filters, equipment, machinery, boilers, furnaces, compressors and appliances, and for the replacement of any of the aforementioned systems if their failure is due to Tenant's neglect. Notwithstanding anything contained in this Lease to the contrary, during the term of this Lease, Landlord shall warrant the major components of the heating, ventilating, and air conditioning (HVAC) equipment servicing the Premises, to include the compressors, condensing units, and air handlers, which warranty shall be contingent upon Tenant maintaining the HVAC equipment and ductwork by entering into a contract with a reputable HVAC services company approved in writing by Landlord. Said contract shall include a minimum of monthly filter changes, routine testing for Freon leakage, cleaning, and other customary periodic maintenance. In the event a major component shall need replacement and Tenant is unable to provide written documentation to the Landlord of the required maintenance as set for in this paragraph, Tenant shall be responsible for the replacement of said component at Tenant's sole cost and expense. Tenant shall also repair and be responsible for any caused by stoppage, breakage, leakage, overflow, discharge or freezing of plumbing pipes, soil lines, or fixtures. If any part of the Premises is damaged by the Tenant, or Tenant's employees, agents or invitees, Tenant shall provide Landlord with immediate written notification of all damages to the property. After notification and approval of the Landlord, repairs shall be made promptly at Tenant's expense so as to restore said Premises to its previous condition. If Tenant refuses or neglects to commence necessary repairs within ten (10) days after written demand, or does not complete such repairs within a reasonable time thereafter, Landlord may make said repairs without liability to Tenant for any loss or damage that may accrue to Tenant's stock, business or fixtures by reason thereof and if Landlord makes such repairs, Tenant shall pay to Landlord, on demand, as Additional Rent, the cost thereof. Tenant's failure to pay shall constitute a default of this lease. Repairs that are the Landlord's responsibility shall be made within a reasonable time after written notice from the Tenant. Tenant's failure to give or unreasonable delay in giving notice of needed repairs or defects shall make Tenant liable for any loss or damage resulting from delay of needed repairs.

10. REGULATIONS AND SANITATION. Tenant shall keep the Premises clean, safe, sanitary, and in compliance with laws, ordinances and requirements of any legally constituted public authority. Tenant shall keep broom clean all areas in and around Premises that are not included in Common Area Maintenance, such as front sidewalks and area behind building. Cleaning includes removing of any trash or refuse deposited on the lease Premises or adjacent public area by Tenant, Tenant's customers', invitees, or agents. In the event of non-compliance by Tenant, Landlord shall have the right to have said areas cleaned, trash and refuse removed and charge the expense to Tenant as Additional Rent which shall be due and payable upon demand. Nonpayment of which shall constitute default of this Agreement. Tenant shall not allow loitering on Premises. Tenant shall employ if Landlord determines it is necessary, a reputable pest extermination company at regular intervals.

11. ALTERATIONS. Tenant shall make no alterations, additions, improvements, or rewiring in or to the Premises without the written consent of Landlord. All additions, or improvements to the Premises including carpeting, tile, other floor covering, wall covering, ceiling tile, etc., made with or without Landlord's written consent shall become part of the premises, and the property of Landlord upon installation. Trade fixtures and office furniture shall be installed so as to be readily removable without injury to the Premises and any injury caused by said removal shall be repaired forthwith at Tenant's expense. Said trade fixtures shall be removed from the Premises before the end of this lease or shall become part of the Premises and the property of Landlord. Tenant shall not install or maintain any equipment, partitions, furniture, etc. which the weight or operation thereof would tend to injure, or be detrimental to the Premises or would unreasonably annoy or disturb other Tenants.

12. ASSIGNMENT OR SUBLEASE. Tenant shall not, without written consent of Landlord, in each case, assign, transfer, mortgage, pledge or otherwise encumber or dispose of this lease, or sublet the Premises or any part thereof or permit the Premises to be occupied by other persons. Such consent shall not be unreasonably withheld, conditioned, or delayed. If this lease be assigned, or if the Premises or any part thereof be sublet or occupied by any other person, firm, office or corporation with or without written permission of Landlord, it will not relieve Tenant of any obligations under the terms of this lease, and if sublet, assigned or occupied without the Landlord's permission, this lease may, at the option of the landlord, be terminated by a seven day written notice. In the event Tenant shall sublease the Premises in accordance

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herewith for rentals in excess of those rentals payable hereunder, Tenant shall pay to Landlord monthly in advance as Additional Rent hereunder, one-half of all such excess rent. Any proposed assignee or sublessee that proposes to assume Tenant's obligations hereunder shall execute a satisfactory assumption or sublease agreement before consent shall be given. Other provisions of this Paragraph to the contrary notwithstanding, Landlord shall have the right in its absolute and sole discretion to withhold consent to any sublease or assignment if Tenant shall be in default or breach of this Agreement or if the proposed assignee or sublessee or its business will cause Landlord to incur any costs of whatever kind or nature.

13. SIGNS OR AWNINGS. Tenant shall place no signs, notices, pictures, or advertising matter upon the exterior of the lease Premises except with the written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with rules and regulations governing such signs. The Tenant shall be responsible to Landlord for any damages by installation, use, maintenance or removal of said signs. Any electrical service needed for signs shall be installed at the Tenant's expense. Tenant shall, at Tenant's expense, remove signs at the expiration of the Agreement.

14. WAIVER OF RIGHTS. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon Tenant's strict compliance with Tenant's obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms of this Agreement at a future time. The rights and remedies created by this Agreement are cumulative and the use of one remedy shall not be taken to exclude the right to the use of another.

15. RULES AND REGULATIONS. Landlord reserves the right at any time to make further rules and regulations as in Landlord's judgment that may be necessary for the safety, care, appearance, and cleanliness of the Premises and the entire property, and the preservation of good order herein, and such other rules and regulations shall be binding upon the parties hereto with the same force and effect as if they had been contained herein at the time of execution hereof.

16. RIGHT OF ENTRY. Landlord, without being liable for trespass or damages, shall have the right to enter Premises during reasonable hours, with reasonable prior notice, to examine same or to make repairs, additions, or alterations as Landlord may deem necessary for the safety, comfort, appearance, or preservation thereof or to exhibit said Premises. Entry shall also be allowed to post "FOR RENT" notice, during the 90 days before the expiration of this lease. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions which do not conform to this Agreement. In accordance with this right, Tenant shall give Landlord a key to any and all locks, security systems and burglar alarms. Tenant shall not change or install new locks or security systems without the written consent of Landlord.

17. LIENS. Tenant shall not create or allow to be created any liens for labor or materials against Landlord's interest in the Premises. All persons contracting with the Tenant for the erection, installation, alteration, repair or demolition of any building or other improvements on the Premises, and all material suppliers, contractors, mechanics, and laborers are hereby charged with notice that they must look to the Tenant and to the Tenant's interests only in the Premises to secure the payment of any bill for work done or material furnished during the rental period created by this Agreement. In the event that liens are placed on record against the Premises by contractors, mechanics, laborers, material suppliers, etc., of Tenant it will constitute a default of this Agreement. The Tenant shall indemnify, hold harmless, and defend the Landlord from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of the Tenant. Such indemnity shall include, without limitation, all attorney's fees and costs incurred by the Landlord due to the filing of such mechanic's lien or notice thereof. In the event that the Tenant, within twenty (20) days following the imposition of any such lien, shall not cause such lien to be released of record by payment or posting of a proper bond, in addition to all other remedies provided herein and by law, the Landlord shall have the right (but not the obligation) to cause the same to be released by such means as it shall deem proper, including bonding or payment of the claim giving rise to such lien. All such sums paid by the Landlord and all expenses incurred by it in connection therewith, including attorney's fees and costs shall be payable to the Landlord by the Tenant on demand with interest at the rate of eighteen (18%) percent per annum.

18. DAMAGE OR DESTRUCTION OF PREMISES. If Premises are totally destroyed by fire or other casualty, this lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If Premises are damaged but not wholly destroyed by fire or other casualty, rental shall abate in such proportion as use of Premises has been lost to the Tenant. Landlord shall restore Premises to substantially the same condition as prior to damage as speedily as practicable, whereupon full rental shall commence. Insurance proceeds, if paid to Tenant, shall be assigned to Landlord to restore Premises and replace any covered contents owned by Landlord.

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19.DAMAGE TO PERSONAL PROPERTY. All personal property, merchandise, fixtures and equipment placed or moved into the Premises shall be at the risk of Tenant or the owners thereof and Landlord shall not be liable for any damages, loss or theft of said personal property, merchandise, fixtures, or equipment, from any cause whatsoever.

20.CONDEMNATION. If the whole of the Premises, or such portion thereof as will make said Premises unusable for the purpose herein leased, be condemned by any legally constituted authority, this lease shall terminate on the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover from the public authority compensation for damage caused by condemnation. Neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority. In the event only such portion of the Premises is acquired by condemnation as will leave the remaining Premises, after alteration and repairs, in condition suitable for use by Tenant, the monthly rental payments from the day of such acquisition to the end of the original or any extended term of this lease shall be reduced in proportion to the resulting loss of use of Premises by Tenant. In the event of such partial acquisition and reduction in rent, Landlord shall make promptly at Landlord's expense, all necessary alterations and repairs that shall be required, to restore the Premises to a safe and usable condition.

21.INDEMNITY AND LIABILITY. Tenant shall indemnify and save Landlord harmless from any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from the management of the business conducted by Tenant on the Premises. Landlord shall not be liable, and Tenant waives all claims for damage to person or property sustained by Tenant, its employees or agents, resulting from the condition of the Premises, or any equipment, or, such as may result from any accident in or about the Premises or which may result directly or indirectly from any act or neglect of any other Tenant of the property of which the Premises is a part.

22.HOLDOVER. Tenant shall surrender to Landlord, at the end of the term of this lease or upon cancellation of this lease, said Premises broom clean and in as good condition as the Premises were at the beginning of the term of this lease, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted, or Tenant will pay to Landlord all damages that Landlord may suffer because of Tenant's failure to do so. Tenant will indemnify and save Landlord harmless from and against all claims made by any succeeding Tenant of said Premises against Landlord because of delay in delivering possession of Premises, so far as such delay is occasioned by failure of Tenant to so surrender Premises. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Agreement, such holdover places the Tenant in default and the Monthly Base Rental shall be increased to one hundred fifty percent (150%) of the last month's Monthly Base Rental unless given a month to month tenancy in writing from the Landlord.

23.EFFECTIVE DATE OF LEASE. This Agreement shall become effective as a binding agreement only upon the execution and delivery thereof by both Landlord and Tenant. If this Agreement is signed by one party and submitted to the other party, then it shall constitute an offer to lease which is subject to revocation at any time prior to execution by the other party and delivery of a fully executed copy of the submitting party.

24.NOTICES. Tenant hereby appoints as Tenant's agent to receive service of all notices required under this Agreement as well as all dispossessory distraint notices, the person in charge of Premises or occupying said Premises, at the time notice is delivered. A copy of all notices under this Agreement shall also be sent via certified mail, return receipt requested, or via recognized overnight delivery company, to Tenant's and Landlord's last known address as follows (or to such other address as either party may specify by written notice):

Tenant Address: X

Landlord Address

The Event Hall, LLC / Office Suites, LLC
2901 Two North Road
Columbia, SC 29204

25.BANKRUPTCY. If Tenant shall be adjudicated bankrupt or as insolvent or take the benefit of any Federal reorganization or make a general assignment or take the benefit of any insolvent law, or if a Trustee in bankruptcy or a receiver be appointed or elected for Tenant, under Federal or State law, this Agreement at the option of the Landlord shall expire and end seven (7) days after Landlord gives Tenant written notice, UNLESS, the Tenant's Trustee immediately cures any default of Tenant hereunder and provides (in compliance with Federal and State laws) adequate assurance of

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future performance of Tenant's obligations hereunder.

26.BEYOND LANDLORD'S CONTROL. None of the acts, promises, covenants, or obligations on the part of the Tenant to be kept, performed or not performed as the case may be, nor the obligation of the Tenant to pay Monthly Base Rental. Additional Rent or other charges or payments shall be in anywise waived, excused or affected by reason of the Landlord being unable at any time during the term of this Agreement, to supply, or to delay in supplying heat, light, elevator service or any other service expressed or implied on the part of the Landlord to be supplied; or by reason of the Landlord being unable to make any alteration, repairs, or decorations, or to supply any equipment or fixtures, or any other promise, covenant, or obligations on the part of the Landlord to be performed, if the Landlord's inability or delay is caused by circumstances or events beyond the Landlord's control.

27.KEYS. Landlord shall provide Tenant with one key per lock, and the Tenant is responsible for accounting for all keys provided or duplicated and shall return all keys of Premises to the Landlord upon termination or cancellation of this Agreement and/or Tenant vacating said Premises. Landlord shall have the right, if in the Landlord's sole judgment it is necessary, to require the Tenant at Tenant's expense to replace locks, and to supply Landlord with one key to the new locks. The Landlord shall retain a master key or pass key to the Premises, including all security locks and systems. Tenant shall not change or install new locks or security systems without written approval from Landlord.

28.ESTOPPEL. Tenant shall from time to time, within ten days following written notice from Landlord, execute, acknowledge and deliver to the Landlord a written statement certifying that this Agreement is in full force and effect. This statement should also state whether or not the Landlord is in default in performance of any covenant or condition of this Agreement or other such reasonable terms required by the Landlord, purchaser, or lender for either. The failure of the Tenant to execute, acknowledge and deliver to the Landlord a statement in accordance with this covenant shall constitute an acknowledgment by the Tenant that this lease is unmodified and in full force and effect, and shall constitute a waiver of any defaults by the Landlord which may have existed prior to the date of such notice.

29.PEACEFUL POSSESSION. Subject to the terms, covenants and conditions of this lease, the Tenant shall have, hold and enjoy possession of the Premises, subject to the rights of the holders of any mortgage which now covers said Premises or which may hereafter be placed on Premises by Landlord. Tenant's rights are also subject to any underlying lease now or later covering the entire property of which the leased property is a part. Tenant shall execute any necessary lease subordination agreement at the Landlord's request.

30.DEFAULT. If Tenant fails to pay Monthly Base Rental including Additional Rent on or before the due dates as herein stated (TIME IS OF THE ESSENCE) this Agreement shall be in default. If Tenant fails to cure such default within five (5) days after written notice from Landlord; or if Tenant shall be in default in performing any of the terms, covenants and conditions of this Agreement, other than the provision requiring the payment of Monthly Base Rental and Additional Rent, and fails to cure such default within thirty (30) days after the receipt of written notice of default from Landlord; or if Premises shall be abandoned or deserted for fifteen (15) days, or if this Agreement is assigned to any other person, firm, office or corporation, without the permission of Landlord as required in Paragraph 15 herein, this lease at the Landlord's option shall expire and terminate seven (7) days after Landlord delivers written notice to Tenant of such condition or default and Tenant shall immediately quit and surrender said Premises to Landlord. In the event of any such default or breach of performance, the Landlord without any further notice or demand of any kind to the Tenant, may terminate this lease and re-enter and forthwith repossess the entire Premises and without being liable for trespass or damage shall re-let, lease or demise the Premises to another Tenant without any hindrance or prejudice to Landlord's right to distrain for any past due rent, Additional Rent, and rent from the time of such default or termination until the Premises were leased or rented to another Tenant.

31.ASSIGNMENT OF CHATTELS. Tenant hereby pledges and assigns to Landlord all the furniture, fixtures, goods, equipment and chattels of Tenant which shall or may be brought or put on said Premises as security for the payment of said rent, and tenant agrees that said lien may be enforced by distraint or foreclosure, at the election of Landlord. It is understood and agreed that any merchandise, fixtures, furniture, or equipment left in the Premises when Tenant vacates shall be deemed to have been abandoned by Tenant and by such abandonment, Tenant relinquishes any right or interest therein and Landlord is authorized to sell, dispose of or destroy same.

32.ATTORNEY'S FEE. In the event Landlord successfully defends any action by the Tenant, or if it is necessary for Landlord to employ an attorney for the collection of rent or any other sum due hereunder, or to enforce any covenant of this lease, or the termination of this lease, or for the possession of the Premises or any part thereof the Tenant shall pay all costs, including reasonable attorney's fees.

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33.AGENT. Tenant acknowledges that N/A is the leasing/managing agent for the Landlord of the Premises. Tenant shall pay all rent payable under this lease to said agent. The right to collect said rentals shall be governed by the written agreement between Landlord and agent for the management of the Premises and shall terminate with the expiration of said management agreement or any renewal thereof.

34.SUBORDINATION, ATTORNMENT, AND NON-DISTURBANCE: Tenant agrees that this Agreement shall be subject and subordinate to any mortgages, deeds of trust or any ground lease now or hereafter placed upon the Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided however, that such mortgagee or ground lessor agrees not to disturb Tenant in its possession of the Premises so long as Tenant shall not be in breach or default under any of the terms and conditions of this Agreement. Tenant agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser at a sale pursuant to the foreclosing thereof, and to the lessor in the event of a termination of any such ground lease.

35.DEFINITIONS. "Landlord" as used in this Agreement shall include the owner or owners of the property and/or the aforementioned managing agent as well as the Landlord's heirs, representatives, assigns and successors in title to Premises. "Tenant" shall include Tenant, Tenant's heirs and representatives, and if this lease shall be assigned or sublet, shall include also Tenant assignees or subleases; as to Premises covered by such assignment or sublease. "Agent" shall include agent, agent's successors, assigns, heirs and representatives. "Landlord," "Tenant," and "Agent," including male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties. "Property" is defined as the land, lots, building improvements, and common areas as may be further defined herein, in which the Premises is included.

36.ENVIRONMENTAL MATTERS. Tenant represents, warrants and covenants to Landlord throughout the Term of this Agreement as follows that Tenant is and agrees to remain in compliance with all applicable federal, state and local laws relating to protection of the public health, welfare, and the environment ("Environmental Law") with respect to Tenant's use and occupancy of the Premises. Tenant agrees to cause all of its employees, agents, contractors, sublessees, assignees, and any other persons occupying or present on the Premises ("Occupants") to comply with all Environmental Laws applicable to their activities in and around the Premises.

37.AMERICANS WITH DISABILITIES ACT. Any other provision of this Agreement notwithstanding, the parties hereby agree that the Premises may be subject to the terms and conditions of the Americans with Disabilities Act of 1990 (hereinafter the "ADA"). The parties further agree and acknowledge that it shall be the sole responsibility of Tenant to comply with any and all provisions of the ADA, as such compliance may be required to operate the Premises. Tenant further agrees to indemnify, defend and hold Landlord harmless against any claims, which may arise out of Tenant's failure to comply with the ADA. Such indemnification shall include, but not necessarily be limited to reasonable attorney's fees, court costs and judgments as a result of said claims. Within ten (10) days after receipt, Tenant shall advise the Landlord in writing and provide with copies of (as applicable), any notices alleging violation of the Americans with Disabilities Act of 1990 ("ADA") relating to any portion of the Property of the Premises, any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Property or of the Premises, or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Property or of the Premises.

38. SPECIAL STIPULATIONS. Insofar as the following stipulations conflict with any of the provisions herein, the following stipulations shall control (use addendum if necessary): SEE ADDENDUM

- a) The rent is payable to: N/A, or as the Tenant may be advised from time to time in writing. If rent is unpaid when due and the Tenant fails to pay rent within five days of due date, Landlord may terminate the Rental Agreement as this constitutes written notice in conspicuous language in this written agreement, Tenant further agrees to pay a late fee of \$ _____ if rent is paid after the _____ day of the month, an additional fee of \$ _____ after the _____ day of the month.
- b) Please Note: When an eviction is started for unpaid rent of any month, the eviction WILL NOT stop until the full outstanding rent balance, court costs, late fees, certified mail AND the next month's rent is paid in full on or before the 10th day of that month. (sub)
this is a month-to-month (sub) lease with a 30 day written notice by
Tenant and Landlord.

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39. SOUTH CAROLINA LAW TO GOVERN. Tenant and Landlord agree that South Carolina law will govern the interpretation and enforcement of this Agreement.

40. ENTIRE AGREEMENT. This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the Premises or of the remainder of the term of this lease shall be valid unless accepted by Landlord in writing. TIME IS OF THE ESSENCE WITH REGARD TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

41. FACSIMILE. The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

42. MEGAN'S LAW. The Tenant and Landlord agree that the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Tenant and Landlord agree that no course of action may be brought against the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Tenant agrees that the Tenant has the sole responsibility to obtain any such information. The Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

43. NON-RELIANCE CLAUSE. Both Tenant and Landlord hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

THE UNDERSIGNED HEREBY WARRANT THAT THEY OWN THE PROPERTY AND/OR HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT. THIS IS A LEGALLY BINDING AGREEMENT. OWNER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT. OWNER AGREES TO RECEIVE COMMUNICATIONS FROM BROKER AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties.

X Anthony Frederick / An Foster
 Tenant Date X Witness To Tenant
 Tenant's Email Address: _____
 Phone: _____ Fax: _____

Tenant _____ Date _____ Witness To Tenant
 Tenant's Email Address: _____
 Phone: _____ Fax: _____

X The Event Hall, LLC / Jm
 Landlord Date X Saym Hunt Witness To Landlord
 Landlord's Email Address: _____
 Phone: (704) 780-9999 Fax: _____
 LANDLORD'S AGENT AND COMPANY _____
 TENANT'S AGENT AND COMPANY _____

☐ TENANT, ☐ TENANT, AND ☒ LANDLORD HAVE READ THIS PAGE

The Event Hall, LLC

2901-C Two Notch Road
Columbia, SC 29204
888-919-7256

ADDENDUM

TO LEASE AGREEMENT DATED February 1, 2021 (Month-to-Month Lease), BETWEEN Antony Frederick, Midtown Fellowship Church Two Notch, AS TENANT, and The Event Hall, LLC, AS LANDLORD.

RE: 2901-C Two Notch Road, Columbia, SC 29204, Suite C30

The following is an assignment of the above-referenced Lease Agreement:

1. LEASE TERM Month-to-Month
 - a) Tenant has a month-to-month sublease.
 - b) Tenant or Landlord may terminate lease with a Written (30) Day Notice.
 - c) The following people, only, will have keys to the front door and alarm system:
 - Antony Frederick
 - Antonio Davis
 - Mark Shingler (front door only)
 - Catherine Failoni

2. MONTHLY RENT Three Thousand (\$3,000.00) Dollars

3. USE OF PREMISES Church space for Midtown Fellowship Church Two Notch
 - a) Tenant can start minor renovations inside The Event Hall, LLC between 1/17/21 – 1/31/21.
 - b) All renovations and repairs will be the sole responsibility of Midtown Fellowship Church Two Notch.
 - c) **All renovations, repairs, changes, etc. must be approved in writing by Landlord PRIOR to work order.**

<u>Antony Frederick</u>	<u>1/21/21</u>	<u>Ant Frederick</u>	
As to Tenant	Date	Tenant	Date
<u>The Event Hall, LLC</u>			
<u>J. M. O.</u>	<u>1/21/21</u>	<u>Office Services, LLC</u>	
As to Landlord	Date	Landlord	Date

Drew Radeker

From: Y Jones <yjones9999@gmail.com>
Sent: Friday, January 7, 2022 4:14 PM
To: Rhonda Schaub
Cc: Drew Radeker
Subject: Fwd: FW: SC.gov Receipt: City of Columbia Water Payment
Attachments: embeddedtext1.txt

----- Forwarded message -----

From: <SalonProz@sc.rr.com>
Date: Fri, Jan 7, 2022 at 2:39 PM
Subject: FW: SC.gov Receipt: City of Columbia Water Payment
To: yjones9999@gmail.com <yjones9999@gmail.com>

a

From: noreply@egov.com
To:
Cc:
Sent: Monday January 3 2022 6:34:28AM
Subject: SC.gov Receipt: City of Columbia Water Payment

Payment Receipt Confirmation

Your payment was successfully processed.

Receipt Contact Information

Contact Name Water Customer Service
Contact Email cocwater@columbiasc.net
Contact Phone (803) 545-3300

Transaction Summary

Description	Amount
Columbia, City of - Water / Utility Payments	\$837.62
Service Fee* SC.GOV	\$15.24
TOTAL	\$852.86

The online price of items or services purchased through SC.GOV, the state's official Web portal, includes funds used to develop, maintain, enhance and expand the service offerings of the state's portal.

Customer Information

Customer Name SALON PROZ LLC
Company Name
Local Reference ID [REDACTED]
Receipt Date 1/3/2022
Receipt Time 06:34:26 AM EST

Payment Information

Payment Type Credit Card
Credit Card Type MAST
Credit Card Number [REDACTED]
Order ID 126676178
Billing Name The Event Hall

Billing Information

Billing Address 2901 TWO NOTCH RD
Billing City, State COLUMBIA, SC
ZIP/Postal Code 29204
Country US
Phone Number 704-780-9999
This receipt has been emailed to the address below.
Email Address Salonproz@sc.rr.com

CLOSED, PlnDue, DsclsDue, DeBN, DISMISSED

**United States Bankruptcy Court
District of South Carolina (Columbia)
Bankruptcy Petition #: 21-00820-dd**

Assigned to: Judge David R. Duncan
Chapter 11
Voluntary
Asset

Date filed: 03/23/2021
Date terminated: 12/20/2021
Debtor dismissed: 08/20/2021
341 meeting: 04/26/2021
Deadline for objecting to discharge: 06/25/2021

Debtor disposition: Dismissed for Other Reason

Debtor

Salon Proz, LLC
PO Box 40072
Columbia, SC 29240
RICHLAND-SC
Tax ID / EIN [REDACTED]

represented by **Jane H. Downey**

Moore Bradley Myers Law Firm,
P.A.
P.O. Box 5709
West Columbia, SC 29171
803-796-9160
Fax : 803-791-8410
Email: jane@mbmlawsc.com

U.S. Trustee

US Trustee's Office
Strom Thurmond Federal Building
1835 Assembly St.
Suite 953
Columbia, SC 29201

represented by **Linda Barr**

Office of United States Trustee
1835 Assembly Street
Suite 953
Columbia, SC 29201
803-765-5219
Fax : 803-765-5260
Email: linda.k.barr@usdoj.gov

Filing Date	#	Docket Text
12/20/2021		Bankruptcy Case Closed (Dillard, S) (Entered: 12/20/2021)
08/22/2021	<u>64</u> (4 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 08/22/2021. (Related Doc # <u>63</u>) (Admin.) (Entered: 08/23/2021)
08/20/2021	<u>63</u> (3 pgs; 2 docs)	Order Dismissing Case Without Prejudice. Document served. (related document(s) <u>35</u>). (Dillard, S) (Entered: 08/20/2021)
08/19/2021	62	Hearing Held relating to: Motion to Use Cash Collateral filed by Debtor Salon Proz, LLC. (related document(s) <u>6</u>) *Motion is MOOT. (Douglass, K) (Entered: 08/19/2021)
08/19/2021	61	Hearing Held relating to: Motion to Dismiss Case with Prejudice filed by Creditor South Carolina Community Bank, d/b/a [REDACTED] (related document(s) <u>35</u>) *Granted in Part; Order due from [REDACTED] (K) (Entered: 08/19/2021)

**DEFENDANT'S
EXHIBIT**

tabbies

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07/17/2021	<u>60</u> (3 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 07/17/2021. (Related Doc # <u>55</u>) (Admin.) (Entered: 07/18/2021)
07/16/2021	<u>59</u> (17 pgs; 2 docs)	Chapter 11 Monthly Operating Report for the Month Ending: 06/30/2021 Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. (Attachments: # <u>1</u> Supplement) (Downey, Jane) (Entered: 07/16/2021)
07/16/2021	<u>58</u> (1 pg)	Certificate of Service related to Consent Order Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. (related document(s) <u>57</u>). (Downey, Jane) (Entered: 07/16/2021)
07/16/2021	<u>57</u> (4 pgs; 2 docs)	Consent Order Regarding Interim Use Of Cash Collateral. Notice and service of this event are delegated pursuant to the Local Rules dd (related document(s) <u>33</u>). (Dillard, S) (Entered: 07/16/2021)
07/15/2021	<u>56</u> (3 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 07/15/2021. (Related Doc # <u>52</u>) (Admin.) (Entered: 07/16/2021)
07/15/2021	<u>55</u> (2 pgs; 2 docs)	Order Granting Request to Continue. The Matter is Continued. AND IT IS SO ORDERED. Signed by: Judge David Duncan, US Bankruptcy Court - District of South Carolina (related document(s) <u>54</u> , <u>6</u>). Hearing scheduled for 8/19/2021 at 11:00 AM at Columbia (DD). The case judge is David R. Duncan. (Fautua, L) (Entered: 07/15/2021)
07/15/2021	<u>54</u>	First Request to Continue 7/22/2021 Hearing, Slot Number 6, re: Motion to Use Cash Collateral with Certificate of Service filed by Salon Proz, LLC, Hearing Held Continued, Order on Motion to Use Cash Collateral. Movant requests that the hearing be continued until 8/19/2021 at 11:00 am in Columbia. The request is with consent of the affected parties. The moving party requests this continuance for the following reasons: parties had mediation on 7/14/2021 and are exploring possible settlement. Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC (related document(s) <u>33</u> , <u>6</u> , <u>31</u>). (Downey, Jane) (Entered: 07/15/2021)
07/15/2021	<u>53</u> (3 pgs)	Proposed Order RE: Consent Order Pertaining To Interim Use Of Cash Collateral (Related Doc <u>6</u>). Document Served. CONSENT ORDER REGARDING INTERIM USE OF CASH COLLATERAL Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. (related document(s) <u>33</u>). (Downey, Jane) (Entered: 07/15/2021)
07/13/2021	<u>52</u> (4 pgs; 4 docs)	Order Granting Request to Continue. The Motion to Dismiss Hearing is Continued. AND IT IS SO ORDERED. Signed by: Judge David Duncan, US Bankruptcy Court - District of South Carolina (related document(s) <u>51</u> , <u>35</u>). Hearing scheduled for 8/19/2021 at 11:00 AM at Columbia (DD). The case judge is David R. Duncan. (Fautua, L) (Entered: 07/13/2021)
07/13/2021	<u>51</u>	First Request to Continue July 22, 2021 Hearing, Slot Number 13, re: Motion to Dismiss filed by South Carolina Community Bank, d/b/a Optus Bank, Hearing Notice (Non-Passive) filed by South Carolina Community Bank, d/b/a Optus Bank, Hearing Held Continued, Order, Order. Movant requests that the hearing be continued until August 19, 2021 at 11:00 am in Columbia. The request is with consent of the affected parties. The moving party requests this continuance for the following reasons: Parties

		have mediation on July 14 and are exploring possible settlement. Filed by Graham S Mitchell of Nelson Mullins Riley and Scarborough LLP on behalf of South Carolina Community Bank, d/b/a Optus Bank (related document(s) <u>44</u> , <u>42</u> , <u>35</u> , <u>43</u> , <u>36</u>). (Mitchell, Graham) (Entered: 07/13/2021)
06/22/2021	<u>50</u> (1 pg)	Certificate of Service related to Consent Order Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. (related document(s) <u>49</u>). (Downey, Jane) (Entered: 06/22/2021)
06/21/2021	<u>49</u> (4 pgs; 2 docs)	Consent Order Extending Automatic Stay. Notice and service of this event are delegated pursuant to the Local Rules dd (related document(s) <u>47</u>). (Dillard, S) (Entered: 06/21/2021)
06/16/2021	<u>48</u> (18 pgs)	Monthly Operating Report for May 2021 Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. (Downey, Jane) (Entered: 06/16/2021)
06/15/2021	<u>47</u> (3 pgs)	Proposed Order RE: <i>Consent Order Extending Automatic Stay</i> Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. (Downey, Jane) (Entered: 06/15/2021)
06/06/2021	<u>46</u> (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 06/06/2021. (Related Doc # <u>44</u>) (Admin.) (Entered: 06/07/2021)
06/06/2021	<u>45</u> (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 06/06/2021. (Related Doc # <u>43</u>) (Admin.) (Entered: 06/07/2021)
06/04/2021	<u>44</u> (2 pgs; 2 docs)	Corrective Order on Motion to Dismiss by South Carolina Community Bank, d/b/a Optus Bank. Based upon findings of fact and conclusions of law set forth at the hearing on the Motion no relief is granted at this time. A further hearing will be held July 22, 2021 at 11 AM. AND IT IS SO ORDERED. Signed by: Judge David Duncan, US Bankruptcy Court - District of South Carolina (related document(s) <u>35</u>). (Duncan, David) (Entered: 06/04/2021)
06/04/2021	<u>43</u> (2 pgs; 2 docs)	Order on Motion to Dismiss by South Carolina Community Bank, d/b/a Optus Bank. Based upon findings of fact and conclusions of law set forth at the hearing on the Motion no relief is granted at this time. A further hearing will be held July 12, 2021 at 11 AM. AND IT IS SO ORDERED. Signed by: Judge David Duncan, US Bankruptcy Court - District of South Carolina (related document(s) <u>35</u>). (Duncan, David) (Entered: 06/04/2021)
06/03/2021	<u>42</u>	Hearing Held and Final Hearing scheduled Re: Motion to Dismiss Filed by Graham S Mitchell on behalf of South Carolina Community Bank, d/b/a Optus Bank. (related document(s) <u>35</u>) Final Hearing scheduled for 7/22/2021 at 11:00 AM at Columbia (DD). The case judge is David R. Duncan. *Order due from Chambers. (Douglass, K) (Entered: 06/03/2021)
05/24/2021	<u>41</u> (11 pgs)	Objection to Motion to Dismiss filed by Creditor South Carolina Community Bank, d/b/a Optus Bank with Certificate of Service Filed by Salon Proz, LLC (related document(s) <u>35</u>). (Downey, Jane) (Entered: 05/24/2021)
05/20/2021	<u>40</u> (21 pgs)	Monthly Operating Report for March 23, 2021 through April 2021 Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon

		Proz, LLC. (Downey, Jane) (Entered: 05/20/2021)
05/11/2021	<u>39</u> (2 pgs)	Certificate of Service <i>on mailing matrix</i> related to Motion to Dismiss, Hearing Notice (Non-Passive) Filed by Graham S Mitchell of Nelson Mullins Riley and Scarborough LLP on behalf of South Carolina Community Bank, d/b/a Optus Bank. (related document(s) <u>35</u> , <u>36</u>). (Mitchell, Graham) (Entered: 05/11/2021)
05/07/2021	<u>38</u> (1 pg)	U.S. Trustee's Statement that No Creditors Committee has been appointed. Filed by US Trustee's Office. (Stack, John) (Entered: 05/07/2021)
05/05/2021	<u>37</u> (1 pg)	Certificate of Service related to Motion to Dismiss, Hearing Notice (Non-Passive) Filed by Graham S Mitchell of Nelson Mullins Riley and Scarborough LLP on behalf of South Carolina Community Bank, d/b/a Optus Bank. (related document(s) <u>35</u> , <u>36</u>). (Mitchell, Graham) (Entered: 05/05/2021)
05/04/2021	<u>36</u> (1 pg)	Hearing scheduled relating to: Doc# <u>35</u> Motion to Dismiss Filed by Graham S Mitchell of Nelson Mullins Riley and Scarborough LLP on behalf of South Carolina Community Bank, d/b/a Optus Bank. Hearing scheduled for 6/3/2021 at 11:00 AM at Columbia (DD). Date Served 5/4/2021. Last day for objections is 5/25/2021. (Mitchell, Graham) (Entered: 05/04/2021)
05/04/2021	<u>35</u> (17 pgs; 3 docs)	Motion to Dismiss Filed by Graham S Mitchell of Nelson Mullins Riley and Scarborough LLP on behalf of South Carolina Community Bank, d/b/a Optus Bank. (Attachments: # <u>1</u> Exhibit Receiver Order # <u>2</u> Exhibit Rule to Show Cause) (Mitchell, Graham) (Entered: 05/04/2021)
04/28/2021	<u>34</u> (7 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 04/28/2021. (Related Doc # <u>33</u>) (Admin.) (Entered: 04/29/2021)
04/26/2021	<u>33</u> (7 pgs; 2 docs)	Consent Order Pertaining To Interim Use Of Cash Collateral (Related Doc # <u>6</u>). Document Served. (Dillard, S) (Entered: 04/26/2021)
04/26/2021		Telephonic Meeting of Creditors Held and Examination of Debtor on April 26, 2021. Filed by US Trustee's Office. (Barr, Linda) (Entered: 04/26/2021)
04/23/2021	<u>32</u> (6 pgs)	Proposed Order Due from Court Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. (related document(s) <u>6</u> , <u>31</u>). (Downey, Jane) (Entered: 04/23/2021)
04/22/2021	<u>31</u>	Hearing Held Continued Re: Motion to Use Cash Collateral Filed by Jane H. Downey on behalf of Salon Proz, LLC. (related document(s) <u>6</u>) Hearing scheduled for 7/22/2021 at 11:00 AM at Columbia (DD). The case judge is David R. Duncan. *Order due from J. Downey. (Douglass, K) (Entered: 04/22/2021)
04/21/2021	<u>30</u> (1 pg)	Certificate of Service related to Order on Application to Employ Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. (related document(s) <u>29</u>). (Downey, Jane) (Entered: 04/21/2021)
04/21/2021	<u>29</u> (2 pgs; 2 docs)	Order Authorizing Employment Of Real Estate Broker (Related Doc # <u>20</u>). Notice and service of this event are delegated pursuant to the

		Local Rules (Dillard, S) (Entered: 04/21/2021)
04/20/2021	<u>28</u> (1 pg)	Certificate of Service related to Order on Application to Employ Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. (related document(s) <u>27</u>). (Downey, Jane) (Entered: 04/20/2021)
04/20/2021	<u>27</u> (2 pgs; 2 docs)	Order Authorizing Employment Of Accountant (Related Doc # <u>13</u>). Notice and service of this event are delegated pursuant to the Local Rules (Dillard, S) (Entered: 04/20/2021)
04/19/2021	<u>26</u> (2 pgs)	Proposed Order RE: Application to Employ Alex Johnson and NAI Columbia as Real Estate Broker with Affidavit of Professional Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. (Attachments: # <u>1</u> Proposed Order) Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. (related document(s) <u>20</u>). (Downey, Jane) (Entered: 04/19/2021)
04/19/2021	<u>25</u>	Withdrawal of Objection Reason for Withdrawal: The debtor has filed an amended affidavit by the accountant which resolves the objection. Filed by Linda Barr of Office of United States Trustee on behalf of US Trustee's Office. (related document(s) <u>21</u>). (Barr, Linda) (Entered: 04/19/2021)
04/19/2021	<u>24</u> (2 pgs)	Affidavit Re: Application to Employ filed by Debtor Salon Proz, LLC <i>Affidavit of David C. Hinton</i> Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. (related document(s) <u>13</u>). (Downey, Jane) (Entered: 04/19/2021)
04/17/2021	<u>23</u> (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 04/17/2021. (Related Doc # <u>22</u>) (Admin.) (Entered: 04/18/2021)
04/15/2021	<u>22</u> (2 pgs; 2 docs)	Hearing scheduled relating to: Application to Employ David C. Hinton and David C. Hinton, CPA as Accountant for Debtor in Possession with Affidavit of Professional Filed by Jane H. Downey on behalf of Salon Proz, LLC. (related document(s) <u>13</u>). Document Served. Hearing scheduled for 4/22/2021 at 11:00 AM at Columbia (DD). The case judge is David R. Duncan. (Phipps, S) (Entered: 04/15/2021)
04/13/2021	<u>21</u> (3 pgs)	Objection to Application to Employ filed by Debtor Salon Proz, LLC with Certificate of Service Filed by US Trustee's Office (related document(s) <u>13</u>). (Barr, Linda) (Entered: 04/13/2021)
04/07/2021	<u>20</u> (7 pgs; 2 docs)	Application to Employ Alex Johnson and NAI Columbia as Real Estate Broker with Affidavit of Professional Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. (Attachments: # <u>1</u> Proposed Order) (Downey, Jane) (Entered: 04/07/2021)
04/07/2021	<u>19</u> (1 pg)	Certificate of Service related to Order on Application to Employ Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. (related document(s) <u>18</u>). (Downey, Jane) (Entered: 04/07/2021)
04/07/2021	<u>18</u> (2 pgs; 2 docs)	Order Authorizing Employment Of Attorney For The Debtor (Related Doc # <u>3</u>). Notice and service of this event are delegated pursuant to the Local Rules (Dillard, S) (Entered: 04/07/2021)
04/07/2021	<u>17</u>	Objection to Motion to Use Cash Collateral filed by Debtor Salon Proz,

	(3 pgs)	LLC with Certificate of Service Filed by US Trustee's Office (related document(s) <u>6</u>). (Barr, Linda) (Entered: 04/07/2021)
04/07/2021	<u>16</u> (7 pgs)	Objection to Motion to Use Cash Collateral filed by Debtor Salon Proz, LLC with Certificate of Service Filed by South Carolina Community Bank, d/b/a Optus Bank (related document(s) <u>6</u>). (Mitchell, Graham) (Entered: 04/07/2021)
04/01/2021	<u>15</u> (1 pg)	Certificate of Service <i>re. additional creditor</i> related to Meeting of Creditors, Schedules/Statements Filed Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. (related document(s) <u>4</u> , <u>14</u>). (Downey, Jane) (Entered: 04/01/2021)
04/01/2021		Receipt of Filing Fee for Schedules/Statements Filed(<u>21-00820-dd</u>) [misc,schstmt] (32.00). Receipt Number A12546339, amount 32.00. (U.S. Treasury) (Entered: 04/01/2021)
04/01/2021	<u>14</u> (27 pgs)	Schedules Filed: Summary of Assets and Liabilities Schedule A/B Schedule C Schedule D Schedule E/F Schedule G Schedule H Declaration About an Individual Debtors Schedules; Statements Filed: Statement of Financial Affairs Disclosure of Compensation of Attorney for Debtors Business Income & Expenses FEE REQUIRED for a Non-Individual Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. (Downey, Jane) (Entered: 04/01/2021)
04/01/2021	<u>13</u> (7 pgs; 2 docs)	Application to Employ David C. Hinton and David C. Hinton, CPA as Accountant for Debtor in Possession with Affidavit of Professional Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. (Attachments: # <u>1</u> Proposed Order) (Downey, Jane) (Entered: 04/01/2021)
03/30/2021	12	Notice of Change of Address. CREDITOR to be changed: The Event Hall, LLC, 2901-C Two Notch Road, Columbia, SC 29204 CORRECTED CREDITOR INFORMATION: The Event Hall, LLC, PO Box 40072, Columbia, SC 29240 Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. (Downey, Jane) (Entered: 03/30/2021)
03/30/2021	11	Notice of Change of Address. CREDITOR to be changed: Office Suites, LLC, 2901-A Two Notch Road, Columbia, SC 29204 CORRECTED CREDITOR INFORMATION: Office Suites, LLC, PO Box 40072, Columbia, SC 29240 Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. (Downey, Jane) (Entered: 03/30/2021)
03/30/2021	10	Notice of Change of Address. CREDITOR to be changed: Inez New Beginnings, LLC, 2901 Two Notch Road, Columbia, SC 29204 CORRECTED CREDITOR INFORMATION: Inez New Beginnings, LLC, PO Box 40072, Columbia, SC 29240 Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. (Downey, Jane) (Entered: 03/30/2021)
03/26/2021	<u>9</u> (5 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 03/26/2021. (Related Doc # <u>5</u>) (Admin.) (Entered: 03/27/2021)
03/26/2021	<u>8</u>	Certificate of Service of Meeting of Creditors Notice as served by the

	(4 pgs)	Bankruptcy Noticing Center. Notice Date 03/26/2021. (Related Doc # <u>4</u>) (Admin.) (Entered: 03/27/2021)
03/26/2021	<u>7</u> (3 pgs)	Notice of Appearance and Request for Notice with Certificate of Service Filed by Graham S Mitchell of Nelson Mullins Riley and Scarborough LLP on behalf of South Carolina Community Bank, d/b/a Optus Bank. (Mitchell, Graham) (Entered: 03/26/2021)
03/24/2021	<u>6</u> (16 pgs; 2 docs)	Motion to Use Cash Collateral with Certificate of Service Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. Hearing scheduled for 4/22/2021 at 11:00 AM at Columbia (DD). Date Served 3/24/2021. Objections due by 4/7/2021. (Attachments: # <u>1</u> Proposed Order) (Downey, Jane) (Entered: 03/24/2021)
03/24/2021	<u>5</u> (5 pgs; 2 docs)	Notice Regarding Reset of Meeting of Creditors to Telephonic Meeting of Creditors. Effective March 23, 2020 all meetings of creditors by the United States Trustee will be held telephonically on the date and time as previously noticed. No in-person meetings will be held. Please use the call-in numbers and participant codes in this notice.. (Stack, John) (Entered: 03/24/2021)
03/24/2021	<u>4</u> (3 pgs; 2 docs)	Notice of Chapter 11 Bankruptcy Case, Meeting of Creditors, and Deadlines. Document Served. Filed by US Bankruptcy Court. 341(a) meeting to be held on 4/26/2021 at 09:30 AM at Columbia Meeting of Creditors. Last day to oppose discharge or dischargeability is 6/25/2021. Proofs of Claims due by 7/26/2021. (Stockwell, D) (Entered: 03/24/2021)
03/23/2021	<u>3</u> (7 pgs; 2 docs)	Application to Employ Jane H. Downey and Moore Taylor Law Firm, P.A. as Attorney for Debtor in Possession with Affidavit of Professional Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. (Attachments: # <u>1</u> Proposed Order) (Downey, Jane) (Entered: 03/23/2021)
03/23/2021		Receipt of Filing Fee for Voluntary Petition (Chapter 11) (atty)(<u>21-00820</u>) [misc,volp11ac] (1738.00). Receipt Number A12535595, amount 1738.00. (U.S. Treasury) (Entered: 03/23/2021)
03/23/2021	2	Debtor's Request to Activate Electronic Noticing. DOCUMENT IMAGE AVAILABLE ONLY TO COURT USERS AND THE TRUSTEE/US TRUSTEE. Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. (Downey, Jane) (Entered: 03/23/2021)
03/23/2021	<u>1</u> (13 pgs)	Chapter 11 Voluntary Petition Non-Individual Filed by Jane H. Downey of Moore Taylor Law Firm, P.A. on behalf of Salon Proz, LLC. Deadline for Filing Chapter 11 Plan and Disclosure Statement ends 09/20/2021. (Downey, Jane) (Entered: 03/23/2021)

PACER Service Center

Transaction Receipt

01/27/2022 20:12:21

PACER Login:	10059radeker	Client Code:	salon proz
Description:	Docket Report	Search Criteria:	21-00820-dd Fil or Ent: filed Doc From: 0 Doc To: 99999999 Term: included Format: html Page counts for documents: included
Billable Pages:	6	Cost:	0.60

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

In re,

Salon Proz, LLC,

Debtor.

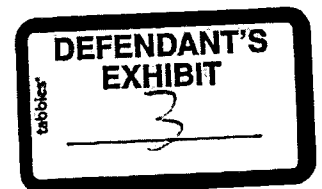
Case No. 21-00820-DD

Chapter 11

ORDER DISMISSING CASE WITHOUT PREJUDICE

This matter comes before the Court on the motion of South Carolina Community Bank d/b/a Optus Bank (“Optus”) filed May 4, 2021, for an order dismissing Debtor’s case with prejudice (the “Motion”). Debtor filed an objection to the Motion on May 24, 2021, and the Court held hearings on June 2 and August 19, 2021. Present at the hearings were counsel for Debtor and Optus, along with a principal of Debtor. Based on the following, the Motion is granted in part, and the case is dismissed without prejudice.

At the August 19, 2021, hearing, counsel for Debtor consented to dismissal of the bankruptcy case. The issue before the Court and the argument was limited to whether to dismiss the case with prejudice. Ordinarily, dismissal of a bankruptcy case is without prejudice to the filing of a subsequent case. *In re Edgefield Inn, LLC*, 521 B.R. 116, 123 (Bankr. D.S.C. 2014), 11 U.S.C. § 349(a). However, the Fourth Circuit allows for dismissal of bankruptcy cases with prejudice to re-filing when there is evidence of bad faith. *Id.* (citing *Colonial Auto Ctr. v. Tomlin* (*In re Tomlin*), 105 F.3d 933, 937 (4th Cir.1997)). A party arguing that a chapter 11 filing was in bad faith must show that it was filed with objective futility and subjective bad faith. *In re Premier Automotive Services, Inc.*, 492 F.3d 274, 280 (4th Cir. 2007). Further, “[w]hen considering whether to dismiss a case with prejudice, the court must find the bad faith amounts



to some “egregious behavior” that prejudices creditors. *Edgefield Inn*, at 123 (*citing Tomlin at 937*).

In this case, Optus was unable to establish the predicates for dismissal with prejudice. It is true that the litigation between the parties has been ongoing for ten years and that the bankruptcy petition was filed on the eve of a rule to show cause hearing alleging a failure to cooperate with the receiver in the foreclosure action. However, this is Debtor’s first bankruptcy filing, issues of fact contested in the foreclosure action were colorable and remain for a determination, and efforts to reorganize, though daunting, are not futile. Therefore, the Motion is granted in part and Debtor’s case is dismissed without prejudice.

AND IT IS SO ORDERED.

FILED BY THE COURT
08/20/2021



Entered: 08/20/2021

David R. Duncan
US Bankruptcy Judge
District of South Carolina

To: officesuites@sc.rr.com
Cc:
Bcc:
Priority: Normal
Date: Wednesday August 25 2021 6:14:01AM
Re: Commercial & Residential Property Management Agreement

Good Morning,

Likewise. Please see the attached management agreement. Please let me know if you have any questions or concerns!

Sincerely,
The Shandon Group
Phone 803-779-6131
Fax 803-779-6182
Office Hours: Monday through Friday from 9 to 5
Website www.theshandongroup.com
Social Media @theshandongroup



CELEBRATING OVER
25 Years
OF
PROPERTY MANAGEMENT

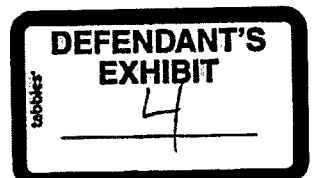
This electronic message and all attachments contain information that may be confidential, protected by privilege or copyrighted under applicable law. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the information contained in or attached to this message is strictly prohibited. Please notify the sender of the delivery error by replying to this message, and then delete it from your system.

On Sun, Aug 22, 2021 at 1:51 PM <officesuites@sc.rr.com> wrote:
Monica,

RE: Commercial & Residential Property Management Agreement

It was a pleasure meeting you. Can you please email me the documents that I need to sign concerning the monthly rates and terms. Afterwards, I will email you the leases, tax ID and account number for direct deposit.

Thank you,
Yvonne
(803) 708-6801



To: "SalonProz@sc.rr.com" <SalonProz@sc.rr.com>
 Cc: "salonproz@sc.rr.com" <salonproz@sc.rr.com>
 Bcc: "kimechespears@gmail.com" <kimechespears@gmail.com>, "tflo73@gmail.com" <tflo73@gmail.com>, "amwpinkluvit@gmail.com" <amwpinkluvit@gmail.com>, "carmelitahunter62@gmail.com" <carmelitahunter62@gmail.com>, "letricehamilton@gmail.com" <letricehamilton@gmail.com>, "flos hairstudio@gmail.com" <flos hairstudio@gmail.com>
 Priority: Normal
 Date: Wednesday August 25 2021 5:36:41PM
 RE: Property Management Company

All,

1) Please mail your September 1, 2021 rent to the following Property Management Company.

EXAMPLE...

From:
 Lisa Smith
 2901 Two Notch Road, Suite #28
 Columbia, SC 29204

To:
 The Shandon Group, INC
 2324 Devine Street
 Columbia, SC 29205

On the memo line of your (check or money order) please write: RENT - September 1, 2021

2) Bill Pay

You also have the option of doing (Bill Pay) via your bank. Just make sure your name, address, suite number is listed and the check is mailed via your bank on the (27th day) of each month to ensure the Property Management Company receives your rent by the 1st of each month. If you are late paying your rent, there will be a 10% late fee that you will mail when you pay your rent.

3) Work Orders

I will let you know something soon.

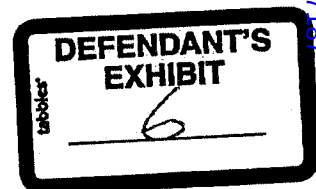
Thank you,
 Yvonne

 From: SalonProz@sc.rr.com
 To: "salonproz@sc.rr.com"
 Cc:
 Sent: Friday August 20 2021 10:41:36PM
 Subject: Property Management Company

All,



SALON PROZ, LLC - September 2021							
VENDORS/ CREDITORS	MONTHLY BILL	DUE DATE	PAID	BALANCE	ACCOUNT NUMBER	TELEPHONE	
ADT	\$53.20	1st	Yes	\$0.00	[REDACTED]	800-238-2727	
City of Columbia Water	\$1,000.00	1st	Yes	\$653.36	[REDACTED]	803-545-3300	Meter Issues
Dominion Energy	\$1,403.22	1st	Yes	\$1,336.57	[REDACTED]	800-251-7235	
Dominion Energy	\$56.80	1st	Yes	\$31.92	[REDACTED]	800-2517235	
Liberty Mutual Insurance	\$337.00	1st	Yes	\$0.00	[REDACTED]	Automatic Draft	
Landscaping	\$300.00	1st	Yes	n/a	n/a	n/a	
Merry Malds	\$320.00	1st	No	\$400.00	n/a	803-936-0649	
Spectrum	\$111.40	1st	Yes	\$111.40	[REDACTED]	855-707-7328	
Office Supplies	\$100.00	1st	Yes	\$100.00	n/a	n/a	
Windstream - (changed to AT&T)	X	1st	No	\$600.00	[REDACTED]	877-235-8552	
Cleaning Supplies	\$100.00	1st	Yes	\$100.00	n/a	n/a	
CPA - taxes, misc. etc.	\$200.00	1st	Yes	\$200.00	David Hinton	336-724-4261	
TOTAL	\$3,981.62			\$3,533.25			
Note: hand delivered to The Shandon Group September 2021 by Yvonne Jones							



SALON PROZ, LLC - Billing

From: Yvonne Jones (yvonnejones3224@yahoo.com)

To: sgchris001@aol.com

Cc: yvonnejones3224@yahoo.com

Date: Friday, October 8, 2021, 02:27 PM EDT

* See attached bills:

* Dominion Energy: payment due today

* City of Columbia Water: payment due today

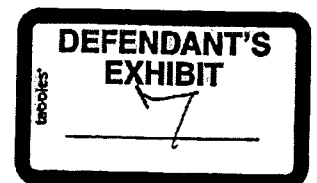
OCTOBER 1, 2021 BILLS DUE:

ADT	\$53.20	1st
City of Columbia Water	\$1,000.00	1st
Dominion Energy	\$1,337.00	1st
Dominion Energy	\$32.00	1st
Liberty Mutual Insurance	\$337.00	1st
Landscaping	\$500.00	1st
Merry Maids	\$425.00	1st
Spectrum	\$111.40	1st
Windstream	\$200.00	1st

 Dominion Energy1 - SP 10-1-21.pdf
64.4kB

 Dominion Energy2 - SP 10-1-21.pdf
63.2kB

 City Water Bill - SP 10-1-21.pdf
229.9kB



SERVICE FOR
SALON PROZ LLC
2901 TWO NOTCH RD
COLUMBIA SC 29204-1437

ACCOUNT NUMBER

Page 1 of 3

DATE DUE	AMOUNT DUE
Sep 30 2021	\$1,336.57

BUSINESS CUSTOMER SERVICE
1-866-543-7234
7am - 6pm, Monday - Friday

EMERGENCY SERVICE 1-888-333-4465
24 HOURS A DAY
Gas leaks, downed lines or power outages

SEPTEMBER STATEMENT GENERATED
ON:
Sep 10 2021

Electric Usage History - kWh



	Sep 20	Sep 21
kWh used	12800	8720
Days in billing period	30	30
Cost	\$1,597.50	\$1,117.70

For a complete set of tools to analyze your usage,
log on to DominionEnergySC.com.

Dominion Energy South Carolina

DominionEnergySC.com

ACCOUNT SUMMARY

Previous Bill Amount	\$ 1,403.22
ePayment Received 09/02/21 THANK YOU	-1,403.22
Current Charges	1,336.57

Amount Due on 9/30/21 \$1,336.57

A late payment charge of 1.5% may be added to any balance remaining 25 days after billing.
Any remaining balance after 5pm on 10/8/21 is subject to late payment charges.

SUMMARY OF CURRENT CHARGES

Electric Charges	\$1,336.57
Total Current Charges	\$1,336.57

Posting Summary	SERVICE FOR	2901 TWO NOTCH RD		
	ACCOUNT NUMBER	STATEMENT DATE	AMOUNT DUE	DATE DUE
		9/10/21	\$1,336.57	9/30/21

PLEASE KEEP THIS PORTION FOR YOUR RECORDS.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT, MAKING SURE THE RETURN ADDRESS SHOWS IN THE ENVELOPE WINDOW.

**Dominion Energy
South Carolina**

00000000000000 05 RG 253309219 EP

SALON PROZ LLC
PO BOX 40072
COLUMBIA SC 29240-0072

PO Box 100255
Columbia, SC 29202-3255

ACCOUNT NUMBER

DATE DUE

Sep 30 2021

AMOUNT DUE

\$1,336.57

Please enter amount enclosed.

\$

Write account number on check.



1-866-543-7234

STATEMENT DATE

Sep 10 2021

DATE DUE

Sep 30 2021

AMOUNT DUE

\$1,336.57

Payment Options

By Mail: Pay by check or money order in the enclosed envelope. Please do not mail cash.

Online: Visit DominionEnergySC.com to pay directly from your bank account or credit card.

By Phone: Call 1-800-450-9160, 24 hours a day, to pay using your credit card, debit card or directly from your bank account. There is a fee of \$3.50 per transaction that BillMatrix receives for providing this service. Additional limitations may apply.

Authorized Payment Agencies:

Visit an authorized payment location near you to pay in person. There is no fee associated with service at an authorized payment location.

THE MAILROOM, 1505 CHARLESTON HWY,
WEST COLUMBIA SC 29169

WINDY MOUNTAIN, 518 BELTLINE BLVD,
COLUMBIA SC 29205

ALL SC AND NC WALMARTS

Unauthorized Payment Agencies:

Additional payment centers may exist in your area that are not Dominion Energy authorized payment locations. While these unauthorized locations may accept your Dominion Energy payment, they will charge a fee for doing so, and your payment will be delayed in reaching us.

CURRENT CHARGES**Electric Charges****RATE PLAN**

009 - General Service

METER READING

Electric Meter read on 09/09/21 at 12:00 am
(Next scheduled read date 10/7/21)

METER NO.	BILLING PERIOD	DAYS	CURRENT	PREVIOUS	CONSTANT	KWH	KW	KVA
002214650	08/10/21-09/09/21	30	15818	15600	40	8,720	54	58
Basic Facilities Charge								22.00
First 3,000 kWh X \$ 0.115450								346.35
Next 5,720 kWh X \$ 0.122790								702.36
Renewable Energy Resources								6.15
LED Overhead Flood Lights								115.79
Temporary Tax Credit								-14.02
Franchise Fee 5.00% Paid To The City Of Columbia								58.93
State Sales Tax at 8.00 %								99.01
Total Electric Charges								\$1,336.57

Small Business Owners: Deep discounts available for energy efficient LED lighting and refrigeration upgrades. Includes a FREE on-site energy analysis (lighting/refrigeration) and financial incentives up to 90% of project costs (up to \$6,000). Learn more: DominionEnergySC.com/SmallBusiness

Effective Sept 1, 2021, a credit related to Excess Deferred Income Tax has been applied to your bill and is reflected on the "Temporary Tax Credit" line item.

Payment experience reported to credit agencies. Dominion Energy reports payment experience of our commercial customers to Dun & Bradstreet and other similar agencies.

CUSTOMER SERVICE
1-866-543-7234

ACCOUNT NUMBER

Page 3 of 3

STATEMENT DATE
Sep 10 2021

DATE DUE
Sep 30 2021

AMOUNT DUE
\$1,336.57

Electronic check conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

ELECTRONICALLY FILED - 2022 Feb 07 11:41 AM - RICHLAND - COMMON PLEAS - CASE#2011CP4007187



SERVICE FOR
SALON PROZ LLC
2901 TWO NOTCH RD
COLUMBIA SC 29204-1437

ACCOUNT NUMBER

Page 1 of 2

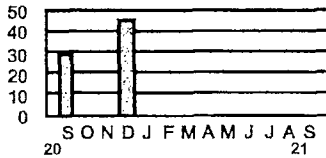
DATE DUE	AMOUNT DUE
Sep 30 2021	\$31.92

BUSINESS CUSTOMER SERVICE
1-800-251-7234
7am - 6pm, Monday - Friday

EMERGENCY SERVICE 1-888-333-4465
24 HOURS A DAY
Gas leaks, downed lines or power outages

SEPTEMBER STATEMENT GENERATED
ON:
Sep 10 2021

Electric Usage History - kWh



	Sep 20	Sep 21
kWh used	30	0
Days in billing period	30	30
Cost	\$29.31	\$29.56

For a complete set of tools to analyze your usage,
log on to DominionEnergySC.com.

Dominion Energy South Carolina

DominionEnergySC.com

ACCOUNT SUMMARY

Previous Bill Amount	\$56.80
ePayment Received 09/02/21 THANK YOU	-56.80
Current Charges	31.92

Amount Due on 9/30/21 \$31.92

A late payment charge of 1.5% may be added to any balance remaining 25 days after billing.
Any remaining balance after 5pm on 10/8/21 is subject to late payment charges.

SUMMARY OF CURRENT CHARGES

Electric Charges	\$31.92
Total Current Charges	\$31.92

Posting Summary	SERVICE FOR	2901 TWO NOTCH RD		
	ACCOUNT NUMBER	STATEMENT DATE	AMOUNT DUE	DATE DUE
		9/10/21	\$31.92	9/30/21

PLEASE KEEP THIS PORTION FOR YOUR RECORDS.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT, MAKING SURE THE RETURN ADDRESS SHOWS IN THE ENVELOPE WINDOW.

**Dominion Energy
South Carolina**

00000020027 05 RG 253309302 E

SALON PROZ LLC
PO BOX 40072
COLUMBIA SC 29240-0072

PO Box 100255
Columbia, SC 29202-3255

ACCOUNT NUMBER

DATE DUE

Sep 30 2021

AMOUNT DUE

\$31.92

Please enter amount enclosed.

\$

Write account number on check.



CUSTOMER SERVICE
1-800-251-7234
STATEMENT DATE
Sep 10 2021

ACCOUNT NUMBER

Page 2 of 2

DATE DUE	AMOUNT DUE
Sep 30 2021	\$31.92

Payment Options

By Mail: Pay by check or money order in the enclosed envelope. Please do not mail cash.

Online: Visit DominionEnergySC.com to pay directly from your bank account or credit card.

By Phone: Call 1-800-450-9160, 24 hours a day, to pay using your credit card, debit card or directly from your bank account. There is a fee of \$3.50 per transaction that BillMatrix receives for providing this service. Additional limitations may apply.

Authorized Payment Agencies:

Visit an authorized payment location near you to pay in person. There is no fee associated with service at an authorized payment location.

THE MAILROOM, 1505 CHARLESTON HWY,
WEST COLUMBIA SC 29169

WINDY MOUNTAIN, 518 BELTLINE BLVD,
COLUMBIA SC 29205

ALL SC AND NC WALMARTS

Unauthorized Payment Agencies:

Additional payment centers may exist in your area that are not Dominion Energy authorized payment locations. While these unauthorized locations may accept your Dominion Energy payment, they will charge a fee for doing so, and your payment will be delayed in reaching us.

CURRENT CHARGES

Electric Charges

RATE PLAN

009 - General Service

METER READING

Electric Meter read on 09/09/21 at 11:59 pm
(Next scheduled read date 10/7/21)

METER NO.	BILLING PERIOD	DAYS	CURRENT	PREVIOUS	CONSTANT	KWH	KW	KVA
002418832	08/10/21-09/09/21	30	0	0	1	0	0	0
Basic Facilities Charge								22.00
0 kWh X \$ 0.115450								0.00
Renewable Energy Resources								6.15
Franchise Fee 5.00% Paid To The City Of Columbia								1.41
State Sales Tax at 8.00 %								2.36
Total Electric Charges								\$31.92

Small Business Owners: Deep discounts available for energy efficient LED lighting and refrigeration upgrades. Includes a FREE on-site energy analysis (lighting/refrigeration) and financial incentives up to 90% of project costs (up to \$6,000). Learn more: DominionEnergySC.com/SmallBusiness

Effective Sept 1, 2021, a credit related to Excess Deferred Income Tax has been applied to your bill and is reflected on the "Temporary Tax Credit" line item.

Payment experience reported to credit agencies. Dominion Energy reports payment experience of our commercial customers to Dun & Bradstreet and other similar agencies.

Electronic check conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

ELECTRONICALLY FILED - 2022 Feb 07 11:41 AM - RICHLAND - COMMON PLEAS - CASE#2011CP4007187



CITY OF COLUMBIA
WATER CUSTOMER SERVICE
1136 WASHINGTON STREET
COLUMBIA, SC 29201-3224
(803) 545-3300

[REDACTED]		764.86
SERVICE ADDRESS		PAYMENTS
2901 TWO NOTCH RD		1000.00
BILL DATE	DUE DATE	TOTAL NET ADJUSTMENT
20-SEP-2021	05-OCT-2021	0.00
TOTAL DUE NOW		\$ 681.49
		BALANCE FORWARD
		0.00
		TOTAL NEW CHARGE
		617.13

The most recent City of Columbia water quality report is always available online at www.COLACCR.com. To request a paper copy, call (803) 545-3300.

P:13338 / T: / S1:1 / S2:0

PAST DUE

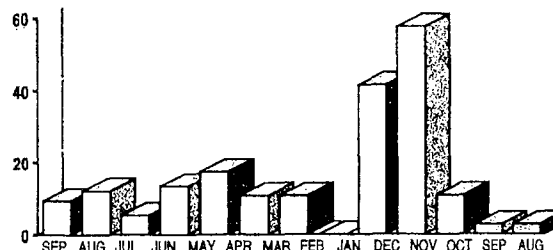
WATER CONSUMPTION HISTORY



SALON PROZ LLC
PO BOX 40072
COLUMBIA SC 29240-0072



50632849



Billing Summary: PROPERTY LOCATED - INSIDE CITY

CHARGE DESCRIPTION	SERVICE PERIOD	DAYS OF SERVICE	METER NUMBER	PREVIOUS READING	PRESENT READING	READING TYPE*	READING USAGE	READING UNIT	BILLED USAGE (CCF)	USAGE A YEAR AGO (CCF)	CHARGE
Commercial Sewer	08/18/2021 09/20/2021	33	50632849	152	159	*A	9.358	CCF	9.358	2	55.11
Commercial Water	08/18/2021 09/20/2021	33									52.62
Storm Water	08/18/2021 09/20/2021	33									509.40
Total New Charges											617.13
Pay Arrangement Install											64.36

1 CCF = 100 cubic feet = 748 Gallons
1KGAL = 1.337 CCF = 1000 Gallons

The 2019 Water Quality Report is now available online at www.ColaCCR.com.

*A = ACTUAL *E = ESTIMATED

PAGE: 1 OF 1

▼ Please return this portion with your bill ▼



CITY OF COLUMBIA
WATER CUSTOMER SERVICE
1136 WASHINGTON STREET
COLUMBIA, SC 29201-3224
(803) 545-3300

ACCOUNT NUMBER	DUE DATE	TOTAL DUE
[REDACTED]	05-OCT-2021	681.49

1. Please show amount of payment \$ _____
2. Please write account number on check
3. Make check payable to : City of Columbia

See Reverse side for more information



CITY OF COLUMBIA
PO BOX 7997
COLUMBIA SC 29202-7997

PAST DUE

Re: ShandonProz, LLC - billing

From: Yvonne Jones (yvonnejones3224@yahoo.com)

To: sgchris001@aol.com

Date: Friday, October 8, 2021, 04:30 PM EDT

The following tenants have paid The Shandon Group as of October 1, 2021:

Wendy Florencio \$650
Carmelita McDaniels \$650
Letrice Hamilton \$650
Teresa F Mitchell \$650
Inez New Beginnings \$100
The Event Hall, LLC \$1,000
Office Suites, LLC \$1,000

Grand Total: \$4,700

October 1, 2021 Bills:

ADT \$53
City Water \$1,000
Dominion Energy \$1,337
Dominion Energy \$32
Liberty Mutual \$337
Landscaping \$500
Merry Maids \$425
Spectrum \$111
Windstream \$200

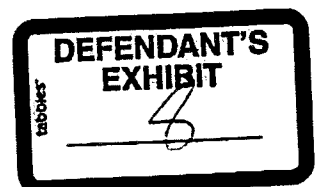
Grand Total: \$3,995.00

On Friday, October 8, 2021, 02:27:59 PM EDT, Yvonne Jones <yvonnejones3224@yahoo.com> wrote:

- * See attached bills:
- * Dominion Energy: payment due today
- * City of Columbia Water: payment due today

OCTOBER 1, 2021 BILLS DUE:

ADT \$53.20 1st



From: Yvonne Jones (yvonnejones3224@yahoo.com)
 To: sgchris001@aol.com
 Bcc: yvonnejones3224@yahoo.com
 Date: Thursday, November 4, 2021, 05:10 PM EDT

Hello Chris,

Hope all is well. To date, November 4, 2021, I believe all tenants have paid you. However, after some tenants received your letter of October 5, 2021 they had concerns. I lost tenants. A copy of my letter dated October 31, 2021 is attached.

Integrity Courier Service - vacated the premises
 Micah Wilson photography - currently moving out
 Tommie Brown limousine service - currently moving out

Annikka Sims - vacated the premises

Also, I wanted to bring some billing issues to your attention.

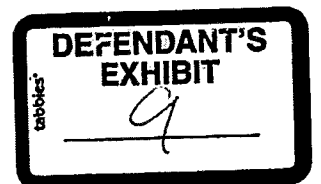
The following bills/invoices were paid by SalonProz, LLC to contractors that demanded payment to avoid any liens on property for unpaid balances due. Operating expenses/bills were also paid. I will send you the receipts.

Drywall Company 1	\$1,500.00
Drywall Company 2	\$1,000.00
L & S Drywall	\$350.00
Electrician	\$400.00
Plumber	\$450.00
Floor Cleaning Services	\$460.00
Monthly Cleaning	\$400.00
Capital Supply	\$365.00
AT&T Phone Bill	\$105.00
Liberty Mutual Insurance (auto draft)	365.00

GRAND TOTAL: \$5,395.00

I have been in discussions with a NEW BANK to refinance and change banks. I will no longer be with SCCB/OPTUS. Hopefully the process will be completed soon. I will keep you post. Afterwards, I would like for The Shandon Group to remain the property management company.

Thank you.



FINAL NOTICE FOR ACCOUNT BALANCE

11/18/2021

Teresa Flowers-Mitchell
2901-22 Two Notch Road
Columbia, SC 29204

Dear Teresa Flowers-Mitchell

Your account is **PAST DUE** in the amount of **\$5.00** as of 11/18/2021. Your last payment of \$650.00 was received on 11/2/2021 for address 2901-22 Two Notch Road. This is the second late notice and your final warning before eviction may/will be filed. Please call us at 803-779-6131 or contact us via email at info@theshandongroup.com, to tell us the exact date you will be paying your rent.

Your balance is due IMMEDIATELY! If your balance is not paid in full by this date and/or you have not contacted us via phone or email then eviction proceedings will begin. Please contact us immediately regarding this serious situation. **PLEASE COMMUNICATE!**

Please remember ... that Rent is due on the 1st of each month and is considered late after 5pm on the 5th of each month. After 5pm on the 5th you are automatically charged a late fee. The late fee is 10% of your *total* monthly rent amount. All rent mailed has to be postmarked before the 5th to avoid a late fee. If you choose to pay online then your rent is due before 4pm on the 3rd of every month to avoid a late fee. We do have a rent dropslot in our office door for afterhours payments. Your property address must be on all payment forms to avoid delays!

We have rent assistance tools located on our website under the Tenant tab. You are welcome to call our office or email for more assistance on how to start the application process for rent assistance. Please remember that it is your responsibility to actively look for help and update us constantly on the status of help and what you or an organization require from us. *Applying for rent assistance does not absolve you of your responsibility to pay rent!*

Sincerely,

The Shandon Group

Phone - 803-779-6131

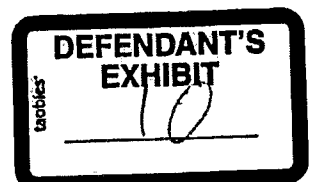
Fax - 803-779-6182

Email - info@theshandongroup.com

Website - www.theshandongroup.com

2324 Devine Street

Columbia, South Carolina 29205



SALON PROZ, LLC
PO BOX 40072
COLUMBIA, SC, 29240

196

67-604/539
47

8-30-21

Date



Pay to the
Order of

Columbia Fire and Safety

\$ 512.89

Five Hundred Twelve Dollars 89/100

Dollars



First Citizens Bank

For 2901 Two Notch Road (Renewal, Fire Extinguisher)



MP

00496

161108023664 093522 20210903

TRN_DEBIT WNOARD 512.89

Gateway 0613 94004 1611 0004 0014

PAY TO THE ORDER OF
TD Bank National Association
DEPOSIT ONLY
4318585738

Amount: \$-512.89

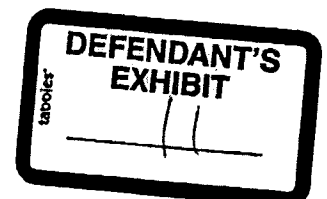
Statement Description: Check

Check Number: 196

Posted Date: 9/3/2021

Type: Debit

Status: Posted



SALON PROZ, LLC
PO BOX 40072
COLUMBIA, SC, 29240

199

67-604/539
47

10-14-21 Date

 CHECK ARMOR
TRADE PROTECT US

Pay to the Order of City of Columbia \$ 66.46
Sixty Six 46/100 Dollars  Photo Safe Deposit®
Deposits on hand

 First Citizens Bank

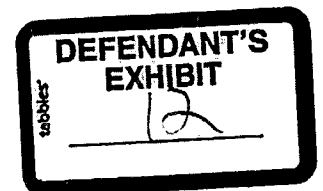
For 2901 Two Notch Rd.

00199

000460030660023 PBW13 10/27/2021

000460030660023 PBW13 10/27/2021
runid: 1f6ab36f-2ca4-4e20-bd80-83d53ab6580e
tranid: f1c28534-d985-4624-8d93-56683b0abba9

Amount: \$-66.46
Statement Description: Check
Check Number: 199
Posted Date: 10/27/2021
Type: Debit
Status: Posted



SALON PROZ, LLC
PO BOX 40072
COLUMBIA, SC, 29240

811/1913
e3ew

10/26/21 Date

200
67-604/539
47

CHECK REMIT
TRADE PROTECTION

Pay to the Order of L J Lawin Care \$ 150.00
One Hundred and Fifty 00/100 Dollars

First Citizens Bank

For Cut Grass [Redacted] 00 200

Photo Safe Deposit Details on back

053900044

00 200

Security Features exceed industry standards and include:

- Image Match: Match on account and check number
- Mobile Mark: Mobile Deposit check mark to indicate check has been deposited via mobile device
- The Security Wave: pattern on back
- Microprint: line printed on front and back
- The words ORIGINAL DOCUMENT across the back
- Photo Safe Deposit icon visible on front and back

Do not cash if:

- Any of the features listed above are missing or appear altered
- Fugitive Ink on back looks pink or red, or is faded
- Brown stains or colored spots appear on both front and back

COLUMBIA, S.C. 29201
(803) 779-1232

NOV 01 2021

253978617
PALMETTO CITIZENS FCU
TELLER 738

☐ CHECK BOX FOR MOBILE REMOTE DEPOSIT
WRITE NAME OF FINANCIAL INSTITUTION ON LINE ABOVE

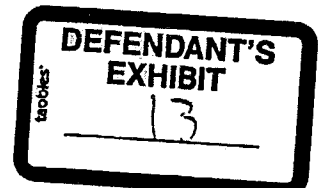
210951

Amount: \$-150.00

Statement Description: Check

Check Number: 200

Dated Date: 11/1/2021



SERVICE FOR
SALON PROZ LLC
2901 TWO NOTCH RD
COLUMBIA SC 29204-1437

ACCOUNT NUMBER

Page 1 of 3

DATE DUE	AMOUNT DUE
Sep 30 2021	\$1,336.57

BUSINESS CUSTOMER SERVICE
1-866-543-7234
7am - 6pm, Monday - Friday

EMERGENCY SERVICE 1-888-333-4465
24 HOURS A DAY
Gas leaks, downed lines or power outages

SEPTEMBER STATEMENT GENERATED
ON:
Sep 10 2021

Electric Usage History - kWh



	Sep 20	Sep 21
kWh used	12800	8720
Days in billing period	30	30
Cost	\$1,597.50	\$1,117.70

For a complete set of tools to analyze your usage,
log on to DominionEnergySC.com.

Dominion Energy South Carolina

DominionEnergySC.com

ACCOUNT SUMMARY

Previous Bill Amount	\$ 1,403.22
ePayment Received 09/02/21 THANK YOU	-1,403.22
Current Charges	1,336.57

Amount Due on 9/30/21 \$1,336.57

A late payment charge of 1.5% may be added to any balance remaining 25 days after billing.
Any remaining balance after 5pm on 10/8/21 is subject to late payment charges.

SUMMARY OF CURRENT CHARGES

Electric Charges	\$1,336.57
Total Current Charges	\$1,336.57

Posting Summary	SERVICE FOR	2901 TWO NOTCH RD		
	ACCOUNT NUMBER	STATEMENT DATE	AMOUNT DUE	DATE DUE
		9/10/21	\$1,336.57	9/30/21

PLEASE KEEP THIS PORTION FOR YOUR RECORDS.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT, MAKING SURE THE RETURN ADDRESS SHOWS IN THE ENVELOPE WINDOW.

**Dominion Energy
South Carolina**

0000000000000 05 RG 253309219 EP

SALON PROZ LLC
PO BOX 40072
COLUMBIA SC 29240-0072

PO Box 100255
Columbia, SC 29202-3255

ACCOUNT NUMBER

DATE DUE

Sep 30 2021

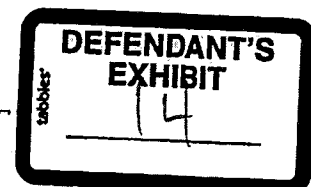
AMOUNT DUE

\$1,336.57

Please enter amount enclosed.

\$

Write account number on check.



ELECTRONICALLY FILED - 2022 Feb 07 11:41 AM - RICHLAND - COMMON PLEAS - CASE#2011CP4007187

1-866-543-7234

STATEMENT DATE

Sep 10 2021

DATE DUE

Sep 30 2021

AMOUNT DUE

\$1,336.57

Payment Options

By Mail: Pay by check or money order in the enclosed envelope. Please do not mail cash.

Online: Visit DominionEnergySC.com to pay directly from your bank account or credit card.

By Phone: Call 1-800-450-9160, 24 hours a day, to pay using your credit card, debit card or directly from your bank account. There is a fee of \$3.50 per transaction that BillMatrix receives for providing this service. Additional limitations may apply.

Authorized Payment Agencies:

Visit an authorized payment location near you to pay in person. There is no fee associated with service at an authorized payment location.

THE MAILROOM, 1505 CHARLESTON HWY,
WEST COLUMBIA SC 29169

WINDY MOUNTAIN, 518 BELTLINE BLVD,
COLUMBIA SC 29205

ALL SC AND NC WALMARTS

Unauthorized Payment Agencies:

Additional payment centers may exist in your area that are not Dominion Energy authorized payment locations. While these unauthorized locations may accept your Dominion Energy payment, they will charge a fee for doing so, and your payment will be delayed in reaching us.

CURRENT CHARGES**Electric Charges****RATE PLAN**

009 - General Service

METER READING

Electric Meter read on 09/09/21 at 12:00 am
(Next scheduled read date 10/7/21)

METER NO.	BILLING PERIOD	DAYS	CURRENT	PREVIOUS	CONSTANT	KWH	KW	KVA
002214650	08/10/21-09/09/21	30	15818	15600	40	8,720	54	58
Basic Facilities Charge								22.00
First 3,000 kWh X \$ 0.115450								346.35
Next 5,720 kWh X \$ 0.122790								702.36
Renewable Energy Resources								6.15
LED Overhead Flood Lights								115.79
Temporary Tax Credit								-14.02
Franchise Fee 5.00% Paid To The City Of Columbia								58.93
State Sales Tax at 8.00 %								99.01
Total Electric Charges								\$1,336.57

Small Business Owners: Deep discounts available for energy efficient LED lighting and refrigeration upgrades. Includes a FREE on-site energy analysis (lighting/refrigeration) and financial incentives up to 90% of project costs (up to \$6,000). Learn more: DominionEnergySC.com/SmallBusiness

Effective Sept 1, 2021, a credit related to Excess Deferred Income Tax has been applied to your bill and is reflected on the "Temporary Tax Credit" line item.

Payment experience reported to credit agencies. Dominion Energy reports payment experience of our commercial customers to Dun & Bradstreet and other similar agencies.

CUSTOMER SERVICE

1-866-543-7234

STATEMENT DATE

Sep 10 2021

ACCOUNT NUMBER

[REDACTED]

Page 3 of 3

DATE DUE	AMOUNT DUE
Sep 30 2021	\$1,336.57

Electronic check conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

ELECTRONICALLY FILED - 2022 Feb 07 11:41 AM - RICHLAND - COMMON PLEAS - CASE#2011CP4007187



SERVICE FOR
SALON PROZ LLC
2901 TWO NOTCH RD
COLUMBIA SC 29204-1437

ACCOUNT NUMBER

Page 1 of 3

TOTAL AMOUNT DUE

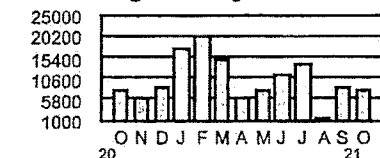
\$2,546.13

BUSINESS CUSTOMER SERVICE
1-866-543-7234
7am - 6pm, Monday - Friday

EMERGENCY SERVICE 1-888-333-4465
24 HOURS A DAY
Gas leaks, downed lines or power outages

OCTOBER STATEMENT GENERATED ON:
Oct 8 2021

Electric Usage History - kWh



	Oct 20	Oct 21
kWh used	8160	8320
Days in billing period	29	28
Cost	\$938.33	\$981.54

For a complete set of tools to analyze your usage,
log on to DominionEnergySC.com.

Dominion Energy South Carolina

DominionEnergySC.com

SEE IMPORTANT NOTICE

Your previous bill amount was not paid in full, and your account is now past due.

Steps You Should Take

1. Pay the "Past Due Amount" of \$1,336.57 so that we receive payment by **5pm on 10/21/21**.
2. Pay the "Current Charges" of \$1,209.56 so that we receive payment by **5pm on 10/28/21**.

Risk of Disconnection and/or Credit Action

To avoid further credit action, which may include requiring a deposit and/or disconnection of your service, your "Past Due Amount" and "Current Charges" must be received by the dates shown.

For more details about disconnection, your payment options and your rights, see important notice.

ACCOUNT SUMMARY

Previous Bill Amount	\$1,336.57
Payment Received	No payments received -0.00
Current Charges	1,209.56

Total Amount Due \$2,546.13

A late payment charge of 1.5% may be added to any balance remaining 25 days after billing.

SUMMARY OF CURRENT CHARGES

Electric Charges	\$1,189.51
Other Charges & Credits	20.05
Total Current Charges	\$1,209.56

Posting Summary	SERVICE FOR	2901 TWO NOTCH RD		
	ACCOUNT NUMBER	STATEMENT DATE	AMOUNT DUE	DATE DUE
		10/8/21	\$2,546.13	10/28/21

PLEASE KEEP THIS PORTION FOR YOUR RECORDS.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT, MAKING SURE THE RETURN ADDRESS SHOWS IN THE ENVELOPE WINDOW.

**Dominion Energy
South Carolina**

Your account is Past Due

ACCOUNT NUMBER

PAST DUE AMOUNT	+	CURRENT CHARGES	=	TOTAL AMOUNT DUE
\$1,336.57 due 10/21/21		\$1,209.56 due 10/28/21		\$2,546.13

00000000000000 05 N1

281306494 EP

SALON PROZ LLC
PO BOX 40072
COLUMBIA SC 29240-0072

PO Box 100255
Columbia, SC 29202-3255

Please enter amount enclosed.

\$

Write account number on check.



1-866-543-7234

STATEMENT DATE

Oct 8 2021

TOTAL AMOUNT DUE

\$2,546.13

Payment Options

By Mail: Pay by check or money order in the enclosed envelope. Please do not mail cash.

Online: Visit DominionEnergySC.com to pay directly from your bank account or credit card.

By Phone: Call 1-800-450-9160, 24 hours a day, to pay using your credit card, debit card or directly from your bank account. There is a fee of \$3.50 per transaction that BillMatrix receives for providing this service. Additional limitations may apply.

Authorized Payment Agencies:

Visit an authorized payment location near you to pay in person. There is no fee associated with service at an authorized payment location.

THE MAILROOM, 1505 CHARLESTON HWY,
WEST COLUMBIA SC 29169

WINDY MOUNTAIN, 518 BELTLINE BLVD,
COLUMBIA SC 29205

ALL SC AND NC WALMARTS

Unauthorized Payment Agencies:

Additional payment centers may exist in your area that are not Dominion Energy authorized payment locations. While these unauthorized locations may accept your Dominion Energy payment, they will charge a fee for doing so, and your payment will be delayed in reaching us.

CURRENT CHARGES**Electric Charges****RATE PLAN**

009 - General Service

METER READING

Electric Meter read on 10/07/21 at 12:00 am

(Next scheduled read date on or about 11/4/21)

METER NO.	BILLING PERIOD	DAYS	CURRENT	PREVIOUS	CONSTANT	KWH	KW	KVA
002214650	09/09/21-10/07/21	28	16026	15818	40	8,320	51	55
Basic Facilities Charge								22.00
First 3,000 kWh X \$ 0.115450								346.35
Next 5,320 kWh X \$ 0.107540								572.11
Renewable Energy Resources								6.15
LED Overhead Flood Lights								115.79
Temporary Tax Credit								-13.45
Franchise Fee 5.00% Paid To The City Of Columbia								52.45
State Sales Tax at 8.00 %								88.11
Total Electric Charges								\$1,189.51

Other Charges & Credits

Late Payment Charge	20.05
Total Other Charges & Credits	\$20.05

Our customer service department will be closed Thursday, November 11, in observance of the Veterans Day holiday. You can make payments and payment arrangements anytime at DominionEnergySC.com or with the Dominion Energy app. Forelectric and gas emergencies, call 1-888-333-4465.

Payment experience reported to credit agencies. Dominion Energy reports payment experience of our commercial customers to Dun & Bradstreet and other similar agencies.

1-866-543-7234

STATEMENT DATE

Oct 8 2021

TOTAL AMOUNT DUE

\$2,546.13

Electronic check conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

IMPORTANT NOTICE

90104

Past Due Amount - The previous bill amount was not paid in full, creating a "Past Due Amount" of \$1,336.57. This amount **must be received by 5pm on 10/21/21** to avoid further credit action, which may include requiring a deposit and/or disconnection of your service.

Current Charges - The "Current Charges" of \$1,209.56 **must be received by 5pm on 10/28/21** to avoid further credit action which may include requiring a deposit and/or disconnection of your service.

If service is disconnected, the total amount due for electric and/or natural gas service, a reconnection fee, and a deposit may be required to restore your service.

We offer a variety of payment methods. You can use one or more of the following payment options:

- **ONLINE** at **DominionEnergySC.com** (with your bank account or credit card)
- **BY MAIL** (using check, money order or cashier's check)
- **BY PHONE** (with your bank account or credit card)

Payment may also be made by visiting one of our payment agencies.

You may be eligible for assistance. Visit DominionEnergySC.com/assistance for more details.

If this notice does not agree with your records, or if you require assistance with payment options, please contact us immediately at 1-800-251-7234.

Before Service Is Disconnected

1. You have the right to a personal interview with a Dominion Energy South Carolina representative authorized to accept full payment or assist you in making other payment arrangements prior to disconnection. To arrange an interview, call 1-800-251-7234 between 8am and 5pm Monday through Friday to reach a Dominion Energy South Carolina representative at 220 Operation Way, Cayce, SC 29033.
2. Call 1-800-251-7234 to have a Dominion Energy South Carolina representative investigate any dispute you may have concerning your service. The South Carolina Office of Regulatory Staff is available at 1-800-922-1531 to investigate and review any unresolved disputes between you and Dominion Energy South Carolina.

ELECTRONICALLY FILED - 2022 Feb 07 11:41 AM - RICHLAND - COMMON PLEAS - CASE#2011CP4007187



SERVICE FOR
SALON PROZ LLC
2901 TWO NOTCH RD
COLUMBIA SC 29204-1437

ACCOUNT NUMBER

Page 1 of 4

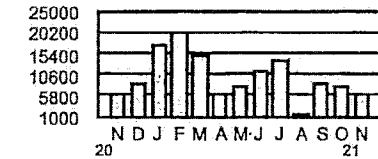
TOTAL AMOUNT DUE
\$2,166.60

BUSINESS CUSTOMER SERVICE
1-866-543-7234
7am - 6pm, Monday - Friday

EMERGENCY SERVICE 1-888-333-4465
24 HOURS A DAY
Gas leaks, downed lines or power outages

NOVEMBER STATEMENT GENERATED ON:
Nov 5 2021

Electric Usage History - kWh



	Nov 20	Nov 21
kWh used	6600	6240
Days in billing period	28	28
Cost	\$768.57	\$749.77

For a complete set of tools to analyze your usage,
log on to DominionEnergySC.com.

Dominion Energy South Carolina

DominionEnergySC.com

SEE IMPORTANT NOTICE

Your previous bill amount was not paid in full, and your account is now past due.

Steps You Should Take

1. Pay the "Past Due Amount" of \$1,209.56 so that we receive payment by **5pm on 11/18/21**.
2. Pay the "Current Charges" of \$957.04 so that we receive payment by **5pm on 11/30/21**.

Risk of Disconnection and/or Credit Action

To avoid further credit action, which may include requiring a deposit and/or disconnection of your service, your "Past Due Amount" and "Current Charges" must be received by the dates shown.

For more details about disconnection, your payment options and your rights, see important notice.

ACCOUNT SUMMARY

Previous Bill Amount	\$2,546.13
Payment Received 10/14/21 THANK YOU	-1,336.57
Current Charges	957.04

Total Amount Due \$2,166.60

A late payment charge of 1.5% may be added to any balance remaining 25 days after billing.

SUMMARY OF CURRENT CHARGES

Electric Charges	\$939.20
Other Charges & Credits	17.84
Total Current Charges	\$957.04

Posting Summary	SERVICE FOR	2901 TWO NOTCH RD		
	ACCOUNT NUMBER	STATEMENT DATE	AMOUNT DUE	DATE DUE
		11/5/21	\$2,166.60	11/30/21

PLEASE KEEP THIS PORTION FOR YOUR RECORDS.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT, MAKING SURE THE RETURN ADDRESS SHOWS IN THE ENVELOPE WINDOW.

**Dominion Energy
South Carolina**

Your account is Past Due

ACCOUNT NUMBER

PAST DUE AMOUNT	+	CURRENT CHARGES	=	TOTAL AMOUNT DUE
\$1,209.56 due 11/18/21		\$957.04 due 11/30/21		\$2,166.60

0000000000000 05 N1

309310258 EP

SALON PROZ LLC
PO BOX 40072
COLUMBIA SC 29240-0072

PO Box 100255
Columbia, SC 29202-3255

Please enter amount enclosed.

\$

Write account number on check.



1-866-543-7234

STATEMENT DATE

Nov 5 2021

TOTAL AMOUNT DUE

\$2,166.60

Payment Options

By Mail: Pay by check or money order in the enclosed envelope. Please do not mail cash.

Online: Visit DominionEnergySC.com to pay directly from your bank account or credit card.

By Phone: Call 1-800-450-9160, 24 hours a day, to pay using your credit card, debit card or directly from your bank account. There is a fee of \$3.50 per transaction that BillMatrix receives for providing this service. Additional limitations may apply.

Authorized Payment Agencies:
Visit an authorized payment location near you to pay in person. There is no fee associated with service at an authorized payment location.

THE MAILROOM, 1505 CHARLESTON HWY,
WEST COLUMBIA SC 29169

WINDY MOUNTAIN, 518 BELTLINE BLVD,
COLUMBIA SC 29205

ALL SC AND NC WALMARTS

Unauthorized Payment Agencies:

Additional payment centers may exist in your area that are not Dominion Energy authorized payment locations. While these unauthorized locations may accept your Dominion Energy payment, they will charge a fee for doing so, and your payment will be delayed in reaching us.

CURRENT CHARGES**Electric Charges****RATE PLAN**

009 - General Service

METER READING

Electric Meter read on 11/04/21 at 12:00 am

(Next scheduled read date on or about 12/7/21)

METER NO.	BILLING PERIOD	DAYS	CURRENT	PREVIOUS	CONSTANT	KWH	KW	KVA
002214650	10/07/21-11/04/21	28	16182	16026	40	6,240	50	55
Basic Facilities Charge								22.00
First 3,000 kWh X \$ 0.115450								346.35
Next 3,240 kWh X \$ 0.107540								348.43
Renewable Energy Resources								6.15
LED Overhead Flood Lights								115.79
Temporary Tax Credit								-10.50
Franchise Fee 5.00% Paid To The City Of Columbia								41.41
State Sales Tax at 8.00 %								69.57
Total Electric Charges								\$939.20

Other Charges & Credits

Late Payment Charge	17.84
Total Other Charges & Credits	\$17.84

1-866-543-7234

STATEMENT DATE

Nov 5 2021

TOTAL AMOUNT DUE

\$2,166.60

If you receive electric or gas service from Dominion Energy South Carolina, Inc. for property located inside municipal limits, your monthly bill includes a charge for "franchise fees". DESC pays a franchise fee to each municipality in return for the right to place its equipment on municipal streets. By law, DESC is required to add these franchise fee charges to the bills of customers who receive service inside municipal limits. DESC does not keep any portion of the franchise fee. This charge goes to the municipality in which you receive electric or gas service.

If your service address is NOT located inside municipal limits, you should not be paying a franchise fee. Please help us by taking a moment to look at your monthly bill. If your bill shows a charge for a franchise fee, but your service address is NOT located inside municipal limits, please call DESC at 1-800-251-7234. Once we verify that your service address is NOT located inside municipal limits, your bill will be corrected and you will receive any refund which may be due.

While Dominion Energy will continue to offer a variety of payment arrangement options, the offer for a 12-month plan will expire on December 31, 2021. If you need a longer-term payment arrangement, we encourage you to set up a payment plan before this date. Available options are offered online at DominionEnergySC.com, through our automated phone system, and through our customer service representatives.

Our customer service department will be closed Thursday, November 25 and Friday, November 26 for the Thanksgiving holiday. You can make payments and payment arrangements anytime at DominionEnergySC.com or with the Dominion Energy app. Forelectric and gas emergencies, call 1-888-333-4465.

Payment experience reported to credit agencies. Dominion Energy reports payment experience of our commercial customers to Dun & Bradstreet and other similar agencies.

Electronic check conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.



IMPORTANT NOTICE

90104

Past Due Amount - The previous bill amount was not paid in full, creating a "Past Due Amount" of \$1,209.56. This amount **must be received by 5pm on 11/18/21** to avoid further credit action, which may include requiring a deposit and/or disconnection of your service.

Current Charges - The "Current Charges" of \$957.04 **must be received by 5pm on 11/30/21** to avoid further credit action which may include requiring a deposit and/or disconnection of your service.

If service is disconnected, the total amount due for electric and/or natural gas service, a reconnection fee, and a deposit may be required to restore your service.

We offer a variety of payment methods. You can use one or more of the following payment options:

- **ONLINE** at **DominionEnergySC.com** (with your bank account or credit card)
- **BY MAIL** (using check, money order or cashier's check)
- **BY PHONE** (with your bank account or credit card)

Payment may also be made by visiting one of our payment agencies.

You may be eligible for assistance. Visit DominionEnergySC.com/assistance for more details.

If this notice does not agree with your records, or if you require assistance with payment options, please contact us immediately at 1-800-251-7234.

Before Service Is Disconnected

1. You have the right to a personal interview with a Dominion Energy South Carolina representative authorized to accept full payment or assist you in making other payment arrangements prior to disconnection. To arrange an interview, call 1-800-251-7234 between 8am and 5pm Monday through Friday to reach a Dominion Energy South Carolina representative at 220 Operation Way, Cayce, SC 29033.
2. Call 1-800-251-7234 to have a Dominion Energy South Carolina representative investigate any dispute you may have concerning your service. The South Carolina Office of Regulatory Staff is available at 1-800-922-1531 to investigate and review any unresolved disputes between you and Dominion Energy South Carolina.

SERVICE FOR
SALON PROZ LLC
2901 TWO NOTCH RD
COLUMBIA SC 29204-1437

ACCOUNT NUMBER

Page 1 of 3

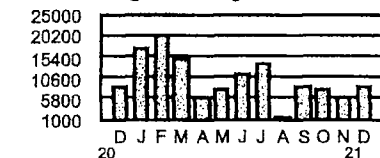
TOTAL AMOUNT DUE
\$2,174.64

BUSINESS CUSTOMER SERVICE
1-866-543-7234
7am - 6pm, Monday - Friday

EMERGENCY SERVICE 1-888-333-4465
24 HOURS A DAY
Gas leaks, downed lines or power outages

DECEMBER STATEMENT GENERATED ON:
Dec 8 2021

Electric Usage History - kWh



	Dec 20	Dec 21
kWh used	8480	8440
Days in billing period	33	33
Cost	\$973.16	\$994.92

For a complete set of tools to analyze your usage,
log on to DominionEnergySC.com.

Dominion Energy South Carolina

DominionEnergySC.com

SEE IMPORTANT NOTICE

Your previous bill amount was not paid in full, and your account is now past due.

Steps You Should Take

1. Pay the "Past Due Amount" of \$956.60 so that we receive payment by 5pm on 12/20/21.
2. Pay the "Current Charges" of \$1,218.04 so that we receive payment by 5pm on 12/30/21.

Risk of Disconnection and/or Credit Action

To avoid further credit action, which may include requiring a deposit and/or disconnection of your service, your "Past Due Amount" and "Current Charges" must be received by the dates shown.

For more details about disconnection, your payment options and your rights, see important notice.

ACCOUNT SUMMARY

Previous Bill Amount	\$ 2,166.60
ePayment Received 11/30/21 THANK YOU	-1,210.00
Current Charges	1,218.04

Total Amount Due \$2,174.64

A late payment charge of 1.5% may be added to any balance remaining 25 days after billing.

SUMMARY OF CURRENT CHARGES

Electric Charges	\$1,203.96
Other Charges & Credits	14.08
Total Current Charges	\$1,218.04

Posting Summary	SERVICE FOR	2901 TWO NOTCH RD
	ACCOUNT NUMBER	[REDACTED]
	STATEMENT DATE	12/8/21
	AMOUNT DUE	\$2,174.64
	DATE DUE	12/30/21

PLEASE KEEP THIS PORTION FOR YOUR RECORDS.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT, MAKING SURE THE RETURN ADDRESS SHOWS IN THE ENVELOPE WINDOW.

Dominion Energy
South Carolina

Your account is Past Due

PAST DUE AMOUNT	+	CURRENT CHARGES	=	TOTAL AMOUNT DUE
\$956.60 due 12/20/21		\$1,218.04 due 12/30/21		\$2,174.64

000000000000 05 N1

342310638 EP

SALON PROZ LLC
PO BOX 40072
COLUMBIA SC 29240-0072

PO Box 100255
Columbia, SC 29202-3255

ACCOUNT NUMBER

[REDACTED]

Please enter amount enclosed.

\$

Write account number on check.



CUSTOMER SERVICE
1-866-543-7234
STATEMENT DATE
Dec 8 2021

ACCOUNT NUMBER

Page 2 of 3

TOTAL AMOUNT DUE
\$2,174.64

Payment Options

By Mail: Pay by check or money order in the enclosed envelope. Please do not mail cash.

Online: Visit DominionEnergySC.com to pay directly from your bank account or credit card.

By Phone: Call 1-800-450-9160, 24 hours a day, to pay using your credit card, debit card or directly from your bank account. There is a fee of \$3.50 per transaction that BillMatrix receives for providing this service. Additional limitations may apply.

Authorized Payment Agencies:
Visit an authorized payment location near you to pay in person. There is no fee associated with service at an authorized payment location.

THE MAILROOM, 1505 CHARLESTON HWY,
WEST COLUMBIA SC 29169

WINDY MOUNTAIN, 518 BELTLINE BLVD,
COLUMBIA SC 29205

ALL SC AND NC WALMARTS

Unauthorized Payment Agencies:
Additional payment centers may exist in your area that are not Dominion Energy authorized payment locations. While these unauthorized locations may accept your Dominion Energy payment, they will charge a fee for doing so, and your payment will be delayed in reaching us.

CURRENT CHARGES

Electric Charges

RATE PLAN
009 - General Service

METER READING
Electric Meter read on 12/07/21 at 12:00 am
(Next scheduled read date on or about 1/7/22)

METER NO.	BILLING PERIOD	DAYS	CURRENT	PREVIOUS	CONSTANT	KWH	KW	KVA
002214650	11/04/21-12/07/21	33	16393	16182	40	8,440	75	76
Basic Facilities Charge								22.00
First 3,000 kWh X \$ 0.115450								346.35
Next 5,440 kWh X \$ 0.107540								585.02
Renewable Energy Resources								6.15
LED Overhead Flood Lights								115.79
Temporary Tax Credit								-13.62
Franchise Fee 5.00% Paid To The City Of Columbia								53.09
State Sales Tax at 8.00 %								89.18
Total Electric Charges								\$1,203.96

Other Charges & Credits

Late Payment Charge	14.08
Total Other Charges & Credits	\$14.08

Our customer service department will be closed Friday, December 24 for the Christmas holiday and Friday, December 31, 2021 in observance of New Year's Day. You can make payments and payment arrangements anytime at dominionenergy.com or with the Dominion Energy app. For electric and gas emergencies, call 1-888-333-4465.

Payment experience reported to credit agencies. Dominion Energy reports payment experience of our commercial customers to Dun & Bradstreet and other similar agencies.

ELECTRONICALLY FILED - 2022 Feb 07 11:41 AM - RICHLAND - COMMON PLEAS - CASE#2011CP4007187

Electronic check conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

IMPORTANT NOTICE

90104

Past Due Amount - The previous bill amount was not paid in full, creating a "Past Due Amount" of \$956.60. This amount **must be received by 5pm on 12/20/21** to avoid further credit action, which may include requiring a deposit and/or disconnection of your service.

Current Charges - The "Current Charges" of \$1,218.04 **must be received by 5pm on 12/30/21** to avoid further credit action which may include requiring a deposit and/or disconnection of your service.

If service is disconnected, the total amount due for electric and/or natural gas service, a reconnection fee, and a deposit may be required to restore your service.

We offer a variety of payment methods. You can use one or more of the following payment options:

- **ONLINE** at DominionEnergySC.com (with your bank account or credit card)
- **BY MAIL** (using check, money order or cashier's check)
- **BY PHONE** (with your bank account or credit card)

Payment may also be made by visiting one of our payment agencies.

You may be eligible for assistance. Visit DominionEnergySC.com/assistance for more details.

If this notice does not agree with your records, or if you require assistance with payment options, please contact us immediately at 1-800-251-7234.

Before Service is Disconnected

1. You have the right to a personal interview with a Dominion Energy South Carolina representative authorized to accept full payment or assist you in making other payment arrangements prior to disconnection. To arrange an interview, call 1-800-251-7234 between 8am and 5pm Monday through Friday to reach a Dominion Energy South Carolina representative at 220 Operation Way, Cayce, SC 29033.
2. Call 1-800-251-7234 to have a Dominion Energy South Carolina representative investigate any dispute you may have concerning your service. The South Carolina Office of Regulatory Staff is available at 1-800-922-1531 to investigate and review any unresolved disputes between you and Dominion Energy South Carolina.



SERVICE FOR

ACCOUNT NUMBER

Page 1 of 2

SALON PROZ LLC
2901 TWO NOTCH RD
COLUMBIA SC 29204-1437

TOTAL AMOUNT DUE

\$2,174.64

CUSTOMER SERVICE

1-800-251-7234
7am - 6pm, Monday - Friday

NOTICE DATE

January 3, 2022

Payment Options

Online: Visit DominionEnergySC.com to pay directly from your bank account or credit card.

By Mail: Pay by check or money order using the enclosed envelope. Please do not pay by cash.

By Phone: Call 1-800-450-9160, 24 hours a day, to pay using your credit card, debit card or directly from your bank account. There is a fee of \$3.50 per transaction that BillMatrix receives for providing this service. Additional limitations may apply.

Authorized Payment Agencies: Visit an authorized payment location near you to pay in person. **There is no fee associated with service at an authorized payment location.**

THE MAIL ROOM, 1505 CHARLESTON HWY,
WEST COLUMBIA SC 29169

WINDY MOUNTAIN, 518 BELTLINE BLVD,
COLUMBIA SC 29205

ALL SC AND NC WALMARTS

A late payment charge of 1.5% will be added to any balance remaining 25 days after billing.

Dominion Energy South Carolina

DominionEnergySC.com**FINAL NOTICE**

➡ If the Past Due Amount of \$956.60 is not received by 5pm on 01/06/22, your service is scheduled to be disconnected.

Our records indicate an Important Notice was mailed to you with your bill. The important notice amount was not paid in full, creating a past due amount of \$956.60.

If service is disconnected, some or all of the following may be required to restore your service:

- the total amount due for electric and/or natural gas service,
- a reconnection fee, and
- a deposit amount of \$4,655.00.

We offer a variety of payment methods. You can use one or more of the following payment options:

- **ONLINE** at DominionEnergySC.com (with your bank account or credit card)
- **BY MAIL** (using check, money order or cashier's check)
- **BY PHONE** (with your bank account or credit card)

You may be eligible for assistance. Visit DominionEnergySC.com/assistance for more details.

If you have paid this amount since the notice date, please accept our thanks. However, if this notice does not agree with your records, or if you require assistance with payment options, please contact us immediately at 1-800-251-7234. *Para mayor explicación acerca de este importante aviso, por favor contactenos y pida hablar con un representante en español.*

To safely turn your electric service on:

- for the first time
- after a power outage
- after service has been disconnected for any reason (including nonpayment)

turn off all breakers in the breaker box, including the main switch. Safety hazards could occur if an appliance such as an electric range or a space heater is on when the power returns. Power could come back on in surges or circuits could overload and damage electronics or appliances.

(Continued on next page)

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT.

Dominion Energy
South Carolina

Final Notice

ACCOUNT NUMBER

PAST DUE AMOUNT

\$956.60 due 01/06/22

TOTAL AMOUNT DUE

\$2,174.64

90202

00364 1114

SALON PROZ LLC
PO BOX 40072
COLUMBIA SC 29240-0072

PO Box 100255
Columbia, SC 29202-3255

Please enter amount enclosed.

\$

Write account number on check.



721008285983007000009566001220000217464

CUSTOMER SERVICE
1-800-251-7234

NOTICE DATE
January 3, 2022

ACCOUNT NUMBER

Page 2 of 2

TOTAL AMOUNT DUE

\$2,174.64

Unauthorized Payment Agencies:

Additional payment centers may exist that are not Dominion Energy authorized payment agencies. While these unauthorized agencies may accept your Dominion Energy payment, they will charge you a fee for doing so, and your payment will be delayed in reaching us.

Before Service Is Disconnected

1. You have the right to a personal interview with a Dominion Energy South Carolina representative authorized to accept full payment or assist you in making other payment arrangements prior to disconnection. To arrange an interview, call 1-800-251-7234 between 8am and 5pm Monday through Friday to reach a Dominion Energy South Carolina representative at 220 Operation Way, Cayce, SC 29033.
2. Call 1-800-251-7234 to have Dominion Energy South Carolina investigate any dispute you may have concerning your service. The South Carolina Office of Regulatory Staff is available at 1-800-922-1531 to investigate and review any unresolved disputes between you and Dominion Energy South Carolina.

Provide current mailing address:

Drew Radeker

From: Y Jones <[REDACTED]>
Sent: Thursday, January 6, 2022 10:54 AM
To: Drew Radeker
Cc: Rhonda Schaub
Subject: Fwd: FW: Dominion Energy Payment Received

[REDACTED]

----- Forwarded message -----

From: <officesuites@sc.rr.com>
Date: Thu, Jan 6, 2022 at 10:45 AM
Subject: FW: Dominion Energy Payment Received
To: yjones9999@gmail.com <yjones9999@gmail.com>

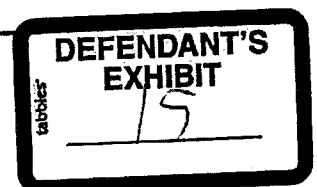
From: officesuites@sc.rr.com
To: "antonylfrederick@gmail.com"
Cc:
Sent: Wednesday January 5 2022 11:43:59AM
Subject: FW: Dominion Energy Payment Received

I, The Event Hall, LLC paid the past due amount to avoid disconnection at 1:13 am today. Bank Nickname: TEH is (The Event Hall)

From: SalonProz@sc.rr.com
To: "officesuites@sc.rr.com"
Cc:
Sent: Wednesday January 5 2022 11:19:58AM
Subject: FW: Dominion Energy Payment Received

a

From: SCECustomerService@DominionEnergySC.com
To: salonproz@sc.rr.com
Cc:
Sent: Wednesday January 5 2022 1:13:37AM
Subject: Dominion Energy Payment Received



SALON PROZ LLC,

Thank you for your payment on your account.

Account Number (last 4-digits): 9830

Reference Number: 005904414522

Payment Amount: \$1,000.00

Payment Date: Jan 5, 2022

Bank Nickname: TEH

It is our pleasure to serve your energy needs and to provide you with the convenience of managing your account(s) online.

Thank you,

Dominion Energy Customer Service

Please keep your e-mail address and contact information current to ensure timely notification. Ensure delivery of e-mails to your inbox (not bulk or junk folders) by adding us to your address book.

Please do not respond to this e-mail. For customer service, please use our Contact Us option online at **DominionEnergySC.com**.

SCCIS13



CITY OF COLUMBIA
 WATER CUSTOMER SERVICE
 1136 WASHINGTON STREET
 COLUMBIA, SC 29201-3224
 (803) 545-3300

We Are Columbia

ACCOUNT NUMBER		PREVIOUS BALANCE
[REDACTED]		1852.45
SERVICE ADDRESS		PAYMENTS
2901 TWO NOTCH RD		650.00
BILL DATE	DUE DATE	TOTAL NET ADJUSTMENT
17-DEC-2021	01-JAN-2022	0.00
TOTAL DUE NOW		BALANCE FORWARD
\$ 1,837.62		1202.45
		TOTAL NEW CHARGE
		635.17

ANNUAL WATER QUALITY REPORT The most recent City of Columbia water quality report is always available online at www.COLACCR.com To request a paper copy, call (803) 545-3300.

P:13105 / T: / S1:1 / S2:0

PAST DUE

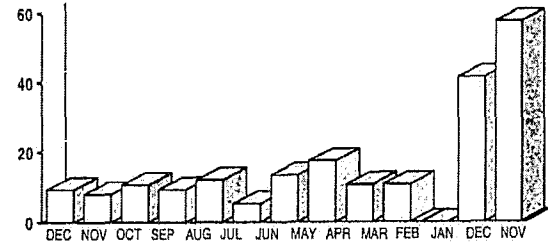
WATER CONSUMPTION HISTORY



SALON PROZ LLC
 PO BOX 40072
 COLUMBIA SC 29240-0072



50632849



Billing Summary: PROPERTY LOCATED - INSIDE CITY

CHARGE DESCRIPTION	SERVICE PERIOD	DAYS OF SERVICE	METER NUMBER	PREVIOUS READING	PRESENT READING	READING TYPE*	READING USAGE	READING UNIT	BILLED USAGE (CCF)	USAGE A YEAR AGO (CCF)	CHARGE
Commercial Sewer	11/17/2021 12/17/2021	30	50632849	173	180	*A	9.358	CCF	9.358	57	55.11
Commercial Water	11/17/2021 12/17/2021	30									52.62
Storm Water	11/17/2021 12/17/2021	30									509.40
Late Fee											18.04
Total New Charges											635.17

1 CCF = 100 cubic feet = 748 Gallons
 1KGAL = 1.337 CCF = 1000 Gallons

*A = ACTUAL *E = ESTIMATED

The 2019 Water Quality Report is now available online at www.ColaCCR.com.

PAGE: 1 OF 1

▼ Please return this portion with your bill ▼



CITY OF COLUMBIA
 WATER CUSTOMER SERVICE
 1136 WASHINGTON STREET
 COLUMBIA, SC 29201-3224
 (803) 545-3300

We Are Columbia

SALON PROZ LLC
 PO BOX 40072
 COLUMBIA SC 29240

ACCOUNT NUMBER	DUE DATE	TOTAL DUE
[REDACTED]	01-JAN-2022	1837.62

1. Please show amount of payment \$ _____
2. Please write account number on check
3. Make check payable to : City of Columbia

See Reverse side for more information

PAST DUE

|||||
 CITY OF COLUMBIA
 PO BOX 7997
 COLUMBIA SC 29202-7997

00183762010092379881013037001837620100923798810130378

DEFENDANT'S EXHIBIT

tabbies

16



Letter Date: December 8, 2021
 Account #: [REDACTED]
 Past Due Balance: \$111.40
 Total Balance: \$222.80
 Due Date: December 28, 2021

DISCONNECTION NOTICE

Dear Salon Pros,

Your account is currently past due and scheduled to be disconnected on December 28, 2021. Your payment of \$111.40 is due immediately and must be received by our office prior to the scheduled disconnect date. Failure to received your payment before the disconnect date will result in termination of all services.

As we value you as a customer, you should be aware that disconnection of service could also result in the following:

- You may lose your existing phone number(s).
- You may lose your e-mail and static IP addresses.
- If your services are disconnected by a technician, you will be required to pay the full balance on your account and possibly a reconnection fee.

Please be advise that in the event services are disconnected Time Warner Cable equipment should be returned immediately to avoid additional equipment charges.

Should you have any questions or concerns regarding your bill, please contact us immediately at 1-877-636-3278.

For your convenience, we accept the following additional forms of payment.



Payments can be made online, by phone, by mail, or at any local payment center.

Online Payments: <https://myaccount.timewarnercable.com>
 Phone Payment: 1-877-636-3278
 Mail Payments: Time Warner Cable
 PO Box 0901
 Carol Stream IL 60132-0901

Closest Payment Center: <http://www.timewarnercable.com/en/support/twc-stores.html>

If payment has already been made, please disregard this notice and thank you for making Time Warner Cable Business Class your service provider of choice.

190ATTIME23CACW1-157875929

To Ensure Proper Credit, Detach and Return Bottom Portion with Your Payment
 Please include your account number on your check or money order. Make checks payable and mail to: Time Warner Cable



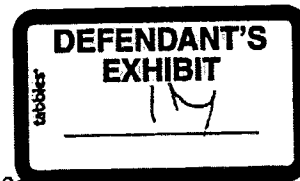
1600 Dublin Road
 Columbus, OH 43215-1076

CHANGE SERVICE REQUESTED

Letter Date: December 8, 2021
 Account #: [REDACTED]
 Past Due Balance: \$111.40
 Total Balance: \$222.80
 Due Date: December 28, 2021

REMIT TO:

Time Warner Cable
 PO Box 4617
 Carol Stream, IL 60197-4617



Salon Pros
 2901 Two Notch Rd
 Columbia SC 29204-1437

05005001202017994703920022260



Your account number:

Security provided for:

Your ADT system is located at:

Salon Proz

2901 Two Notch Rd
Columbia SC 29204-1437

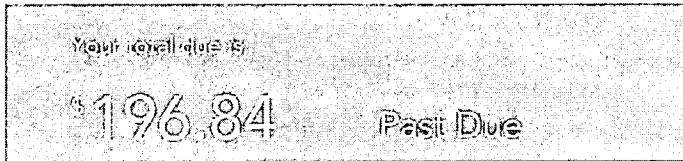


Invoice date:

Service period:

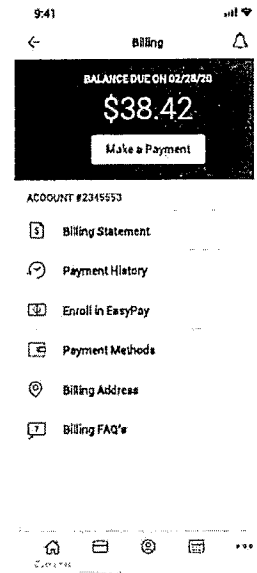
Dec 17, 2021

Jan 5 - Feb 4, 2022



Pay your bill on-the-go with MyADT mobile app

1. Download the app from ADT.com/apps to your mobile
2. Sign in to the MyADT app using your username and password
3. Pay your bill



Your Bill at-a-glance

Previous Balance	\$143.64
Payments and Adjustments	\$0.00
Current Charges	\$53.20
Taxes and Fees	\$0.00

Upon Receipt \$196.84

Would you like more detail? See the back of the bill for your account activity and charges.



Message from ADT

A portion of your bill is TWO months past due.
PLEASE PAY \$196.84 IMMEDIATELY. Please refer to
the enclosed letter for additional information.

Pay your bill easily online at MyADT.com or on the MyADT mobile app.

We recommend you test your alarm service monthly.

www.ADT.com/apps



ADT
3190 S Vaughn Way
Aurora, CO 80014

6230 0020 NO RP 17 12172021 NNNNNNNY 01 003670 0010

SALON PROZ
2901 TWO NOTCH RD
COLUMBIA SC 29204-1437

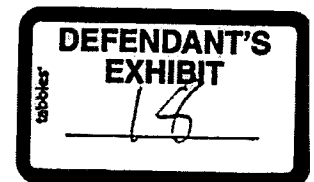


Please detach and submit this slip with your payment. Do not send cash.
Please write your customer Account Number on your check or money
order and make payable to: ADT.

Account Number	[REDACTED]
Due Date	Past Due
Amount Due	\$196.84
Amount Enclosed	\$

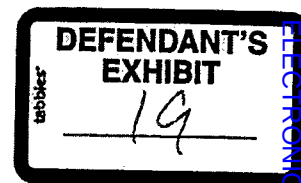
Please send payment to:

ADT COMMERCIAL
PO BOX 371878
PITTSBURGH, PA 15250-7878



00017818781000000000000121621000000000000196848

o: "salonproz@sc.rr.com" <salonproz@sc.rr.com>
 c:
 cc:
 riority: Normal
 ate: Tuesday January 25 2022 12:06:38PM
 ccount # 202056560/SALON PROZ LLC



ello,

his email is to advise that SALON PROZ LLC has had an account with Liberty Mutual since 2/22/2010 and been making monthly payments. The card on file for the payments ends with 1596. Thanks have a great day!

Account Breakdown

Activity Date	Activity	Policy Number	Policy Type	Activity Amount	Balance
01/18/2022	Installment Fee			\$7.00	\$666.82
01/07/2022	Automatic Payment Received			-\$336.91	\$659.82
12/20/2021	Installment Fee			\$7.00	\$996.73
12/07/2021	Automatic Payment Received			-\$336.91	\$989.73
11/18/2021	Installment Fee			\$7.00	\$1,326.64
11/09/2021	Automatic Payment Received			-\$336.91	\$1,319.64
10/18/2021	Installment Fee			\$7.00	\$1,656.55
10/07/2021	Automatic Payment Received			-\$336.91	\$1,649.55
09/20/2021	Installment Fee			\$7.00	\$1,986.46
09/07/2021	Automatic Payment Received			-\$337.04	\$1,979.46
08/18/2021	Installment Fee			\$7.00	\$2,316.50
08/06/2021	Payment Received			-\$1,255.02	\$2,309.50
07/15/2021	Late Payment Fee	BOP BZS57879761	Business Owners	\$10.00	\$3,564.52
07/08/2021	Payment Received			-\$300.00	\$3,554.52
06/18/2021	Installment Fee			\$7.00	\$3,854.52
06/14/2021	Payment Received			-\$487.85	\$3,847.52
05/20/2021	Payment Received			-\$290.63	\$4,335.37
05/18/2021	Installment Fee			\$7.00	\$4,626.00
04/13/2021	Reject R02 Account Closed			\$290.63	\$4,619.00
04/09/2021	Policy Change - TRIA Mandatory Effective: 04/07/2021	BOP BZS57879761	Business Owners	\$6.00	\$4,328.37
04/09/2021	Policy Change Effective: 04/07/2021	BOP BZS57879761	Business Owners	\$1,125.00	\$4,322.37
04/07/2021	Automatic Payment Received			-\$290.63	\$3,197.37
03/09/2021	Automatic Payment Received			-\$373.25	\$3,488.00
02/09/2021	Automatic Payment Received			-\$373.25	\$3,861.25
02/08/2021	Policy Change - TRIA Mandatory Effective: 04/07/2021	BOP BZS57879761	Business Owners	\$17.00	\$4,234.50
02/08/2021	Renewal Premium Effective: 04/07/2021	BOP BZS57879761	Business Owners	\$3,471.00	\$4,217.50

12/08/2020	Automatic Payment Received			-\$373.25	\$1,119.75
11/09/2020	Automatic Payment Received			-\$373.25	\$1,493.00
10/14/2020	Policy Change - TRIA Mandatory Effective: 10/12/2020	BOP BZS57879761	Business Owners	-\$7.00	\$1,866.25
10/14/2020	Policy Change Effective: 10/12/2020	BOP BZS57879761	Business Owners	-\$1,358.00	\$1,873.25
10/07/2020	Automatic Payment Received			-\$646.25	\$3,231.25
09/08/2020	Automatic Payment Received			-\$646.25	\$3,877.50
08/07/2020	Automatic Payment Received			-\$646.25	\$4,523.75
07/07/2020	Automatic Payment Received			-\$200.00	\$5,170.00
05/22/2020	Adjustment - Pay Type 'A' Received			-\$14.00	\$5,370.00
05/22/2020	Payment Received			-\$200.00	\$5,384.00
05/18/2020	Installment Fee			\$7.00	\$5,584.00
04/20/2020	Installment Fee			\$7.00	\$5,577.00
04/15/2020	Policy Change Effective: 04/07/2020	BOP BZS57879761	Business Owners	\$5,570.00	\$5,570.00
04/14/2020	Policy Change Effective: 04/07/2020	BOP BZS57879761	Business Owners	-\$5,570.00	\$0.00
04/13/2020	Reject R01 Insufficient Funds			\$464.24	\$5,570.00
04/07/2020	Automatic Payment Received			-\$464.24	\$5,105.76
03/09/2020	Automatic Payment Received			-\$431.25	\$5,570.00
02/07/2020	Automatic Payment Received			-\$431.25	\$6,001.25
02/07/2020	Policy Change - TRIA Mandatory Effective: 04/07/2020	BOP BZS57879761	Business Owners	\$28.00	\$6,432.50
02/07/2020	Renewal Premium Effective: 04/07/2020	BOP BZS57879761	Business Owners	\$5,542.00	\$6,404.50

Sonya Hudson

Business Lines Billing

On Contract at Liberty Mutual Insurance

Phone: 866-290-2920

Fax: 800-845-3666



Learn more about our privacy policy at www.libertymutual.com/privacy.

Note: The information contained in this message is confidential. If you are not the intended recipient, or an employee, or agent responsible for delivering this message to the intended recipient, do not distribute or copy this communication. If you have received this communication in error, please notify us immediately by replying to the sender. Thank you for your cooperation.

ELECTRONICALLY FILED - 2022 Feb 07 11:41 AM - RICHLAND - COMMON PLEAS - CASE#2011CP4007187

County of Richland
Office of the County Treasurer

David A Adams
County Treasurer

Columbia, SC 29211

PO Box 11947
(803) 576-2270

Notice #	Map#	Name on Notice	Amount
R 2021 146702	116131232	SALON PROZ LLC	20,460.80

I, SALON PROZ LLC, agree to pay my 2021 taxes as follows:
NINE(9) payments of \$2274.00 next payment is due on 01/11/2022.

1. Participation in the Planned Payment Program does not waive any penalties, cost or fees that must be added under South Carolina Law to any Richland County tax bill not paid in full by January 15th. int
2. Participation in the Planned Payment Program does not prevent the taxpayer from receiving additional warning notices required by South Carolina Law. Those notices are: mail Execution Notice (April); mail Official Notice of Levy (June); a delinquent notice placed on the property (July); and advertisement in the State newspaper (November). These notices will continue to be issued per South Carolina Law until full tax payment is received or the property is sold at auction. int
3. Richland County will hold scheduled payment until the total amount(s) due satisfied. When the final payment is collected, all payments will be applied to fulfill the tax bill. int
4. A \$30.00 fee will be charged if any payment is returned for insufficient funds. Payment of the returned check must be in certified funds or cash. Two (2) returned checks and you will be removed from the Planned Payment Program. int
5. No personal checks will be accepted after August 31, 2022. int
6. The Planned Payment Program cannot schedule payments to be accepted after September 30th. Any remaining balance after September 30th must be paid in full int
7. Failure to comply with the above conditions can result in the removal from the Planned Payment Program. Upon removal from the Planned Payment Program, all monies would be returned to the taxpayer and the tax bill must be satisfied in one full payment prior to the public auction of the property. int

Signature [Signature] Address PO Box 40072, Columbia, SC 29204
Date 1-11-22 Phone 704-780-9999

Note: Execution cost is not reflected on your 2021 tax bill. Execution cost will add in May 2022 and at that time will be added to your Planned Payment Account.

Make check payable to : Richland County Treasurer
Mail to Richland County Treasurer, Attn: Planned Payment,
PO Box 11947, Columbia, SC 29211

COPY





RICHLAND COUNTY
POST OFFICE BOX 11947
COLUMBIA, SC 29211

David A. Adams
Treasurer
803-576-2250
treasurer@rcgov.us

Planned Payment System
Batch Date: 1/11/2022 Time: 16:00:29 Batch: 04379 Tran-No:0124807 PP Clerk: ARL
Current Payment: 2,274.00

Account ID: [REDACTED] Check: 2274.00 No: 203

Loc 2901 TWO NOTCH RD PART LOT 2
2.30 ACRES

Tax Bill No: R-2021-146702
SALON PROZ LLC

Dist-No 1CC

PO BOX 40072
COLUMBIA SC 29240-0000

Total Taxes: 20,058.50
Homestead: .00
Prop Relief: .00
Sales Credit: 2,340.41-
Penalty: 2,657.71
Cost: 85.00
Garbage: .00

Paid to Date 2,274.00

Balance Due 18,186.80
SALO PROZ INC

Next Schedule Payment 2/11/2022 for 2,274.00



RICHLAND COUNTY
POST OFFICE BOX 11947
COLUMBIA, SC 29211

David A. Adams
Treasurer
803-576-2250
treasurer@rcgov.us

Planned Payment System
Batch Date: 1/11/2022 Time: 16:00:29 Batch: 04379 Tran-No:0124807 PP Clerk: ARL
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SALO PROZ INC

Next Schedule Payment 2/11/2022 for 2,274.00

ELECTRONICALLY FILED - 2022 Feb 07 11:41 AM - RICHLAND - COMMON PLEAS - CASE#2011CP4007187

SALON PROZ, LLC
PO BOX 40072
COLUMBIA, SC, 29240

203

67-604/539
47

1-11-22

Date

 **CHECK GUARD**
TRADE PROTECTION

Pay to the
Order of

RET

\$ 2,274.00

Two Thousand Two Hundred Seventy Four 00/100

Dollars



Photo
Safe
Deposit
Details on back



First Citizens Bank

R2021-146707

Property Tax

00 203

071222 2740 0200534 <001100000>SYN

28546

BERNARD COUNTY TREASURER

☐ CIPHER BOX FOR DEPOSIT ONLY

WRITE ANY OTHERS AND THE

ELECTRONICALLY FILED - 2022 Feb 07 11:41 AM FROM AND - COLUMBIA COUNTY DEPOSIT ONLY #4007187

Amount: \$-2,274.00

Statement Description: Check

Check Number: 203

Posted Date: 1/12/2022

Type: Debit

Status: Posted

**DEFENDANT'S
EXHIBIT**

tabbies

21

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	
South Carolina Community Bank,	)	Civil Action No. 2011-CP-40-07187
	)	
Plaintiff,	)	
	)	
vs.	)	<u>AFFIDAVIT OF ATTORNEYS' FEES</u>
	)	<u>AND COSTS</u>
Salon Proz, LLC, Columbia Empowerment	)	
Zone, Inc. d/b/a The Columbia	)	
Empowerment Zone and Frank Mitchell,	)	
	)	
Defendants	)	
	)	

PERSONALLY appeared before me Thomas William McGee, III, who, being duly sworn, states as follows:

1. I am counsel of record for South Carolina Community Bank ("Plaintiff") in the case at bar and have personal knowledge of all matters set forth herein.

2. This case was filed as an action for foreclosure in the Court of Common Pleas for Richland County, South Carolina. The parties were previously before this Court and an Order of Appointment was issued by the Honorable Alison Renee Lee on October 1, 2020. The Order of Appointment provided that Christopher Twitty was to be appointed as receiver to take charge of the real property, which is the subject of this action.

3. After Defendant failed or refused to comply with the Order of Appointment, Plaintiff had no choice but to prepare and file a Rule to Show Cause and supporting documents on March 10, 2021, to seek this Court's assistance in enforcing the Order of Appointment. A hearing was held on the Rule to Show Cause on October 25, 2021.

4. As a result of the Rule to Show Cause hearing, the Honorable Judge Donald B. Hocker issued an Order on November 5, 2021, ordering Defendant to fully comply with the Order of Appointment within 30 days.

5. After Defendant failed or refused to comply with the Order of Appointment and Judge Hocker's November 5, 2021 Order, Plaintiff had no choice but to prepare and file a Motion to Enforce both prior orders and supporting documents. A hearing on this Motion was held on February 8, 2022 before the Honorable Judge Hocker.

6. The attorneys' fees and costs incurred and billed to Plaintiff with respect to the Rule to Show Cause in this matter are \$2,784.00 and \$31.74, respectively, for a total of \$2,815.74.

7. The attorneys' fees and costs incurred and billed to Plaintiff with respect to the Motion to Enforce in this matter are \$5,535.50.00 and \$180.33, respectively, for a total of \$5,715.83.

8. The above attorneys' fees reflect my and my firm's work in enforcing the prior orders of this Court and include but are not limited to: necessary research and preparation of all pleadings, affidavits, supporting memoranda, proposed orders, and other documents necessary to enforce the Order of Appointment, as well as preparation for and attendance at the Rule to Show Cause hearing and the hearing on the Motion to Enforce.

9. My billing rate for this case is \$365.00 per hour, which is customary and reasonable in cases of this kind in this jurisdiction. Moreover, my associate, Kendall Eoute, assisted in this case and her time is billed at \$250.00 per hour. This rate, as well as any other attorneys or paralegals that may have provided assistance throughout the case, are also commensurate with those charged by associates paralegals in similar cases in this jurisdiction.

10. The only costs sought in this case are filing fees and mileage to and from the two hearings before this Court.

11. The above fees and costs were actually incurred and charged to Plaintiff. None of the fees and costs identified herein involves matters other than seeking enforcement of this Court's prior orders.

12. I attest that the above fees and costs were reasonable and necessary in this action. None of the fees described herein include secretarial or other office staff members' work on these matters.

13. I am currently an equity partner at the Columbia office of Nelson Mullins Riley & Scarborough, LLP ("Nelson Mullins"). My practice focuses on lender liability and business litigation.

14. I graduated from Clemson University in 1992 and from the University of South Carolina School of Law in 1996.

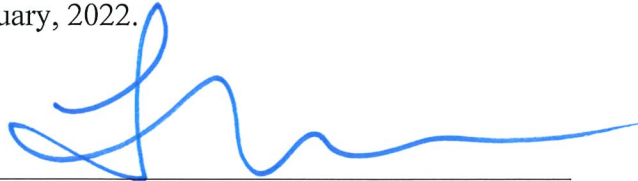
15. After clerking for the Honorable M. Duane Shuler in Kingstree, South Carolina, I worked as an associate for the Charleston law firm of Holmes & Thomson, LLP, until its dissolution in 1999. Since the summer of 1999, I have practiced law with Nelson Mullins. I became a Partner in 2006.

16. I have an AV rating from Martindale-Hubbell and am admitted to practice in all South Carolina state courts; the U.S. District Court for South Carolina; all North Carolina state courts; U.S. District Courts for Eastern, Western, and Central North Carolina; District of Columbia state court; U.S. District Courts for District of Columbia; the Fourth Circuit Court of Appeals; and the United States Supreme Court.

17. I certify that I am of legal age and competent to make the statements contained herein and that they are true and accurate to the best of my knowledge.

FURTHER AFFIANT SAYETH NOT.

Executed this 22 day of February, 2022.



Thomas William McGee, III

SWORN to and subscribed before me
this 22nd day of February, 2022.

Jessica Dainick (L.S.)

Notary Public for South Carolina

My Commission Expires: 10/12/2025

) IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND) FOR THE FIFTH JUDICIAL CIRCUIT
)

South Carolina Community Bank,) Civil Action No. 2011-CP-40-07187
)

Plaintiff,)

vs.)

AFFIDAVIT OF RECEIVER'S FEES
AND COSTS

Salon Proz, LLC, Columbia Empowerment)
Zone, Inc. d/b/a The Columbia)
Empowerment Zone and Frank Mitchell,)
Defendants)

PERSONALLY appeared before me Christopher Twitty, who, being duly sworn, states as follows:

1. I am the court-appointed Receiver in the above-referenced matter.
2. I was appointed Receiver of the property at issue in this matter by Order of the Honorable Alison Renee Lee on October 1, 2020.
3. As Receiver, my ordered duties were, among other things, to take charge of the real property, collect rents, debts, and fees pertaining to the property, maintain all keys, books, records, indices, rental proceeds, bank accounts, funds, deposits, and other tangible items or documents involving the property.
4. I traveled to Newberry County for the Motion to Enforce initially scheduled for January 28, 2022. After that hearing was continued, I traveled to Laurens County for the Motion to Enforce Hearing held on February 8, 2022.

5. The Receivers' fees and costs incurred in this action to date are \$ 1,750⁰⁰ and \$ 6250⁰⁰, respectively, for a total of \$ 10,292. Also included are management fees for the property to date. (\$2,292.00)

6. The fees and costs described above include my preparation, travel to and from, and attendance at the two motions hearings. They also include all of my work to date as the court appointed receiver. Such work includes communicating with Ms. Jones, tenants and utilities, as well as collecting certain rents owed at the property and otherwise complying with the duties described in Judge Lee's Order of Appointment.

7. My rate for this matter is \$ 250⁰⁰ per hour, which is customary and reasonable for cases of this kind.

8. I am the President and Owner of the Shandon Group, which specializes in residential and commercial property management. I have thirteen years of experience acting as a Receiver, having been appointed as such in many cases prior to the present matter.

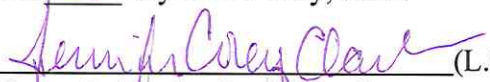
FURTHER AFFIANT SAYETH NOT.

Executed this 25 day of February, 2022.



Christopher Twitty

SWORN to and subscribed before me
this 25th day of February, 2022.



(L.S.)
Notary Public for South Carolina
My Commission Expires: 1/29/2023

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
 FOR THE FIFTH JUDICIAL CIRCUIT

South Carolina Community Bank,	)	Civil Action No. 2011-CP-40-07187
	)	
Plaintiff,	)	
	)	
vs.	)	<u>PLAINTIFF’S RESPONSE IN</u>
	)	<u>OPPOSITION TO DEFENDANT’S</u>
	)	<u>MOTION TO RECONSIDER</u>
Salon Proz, LLC, Columbia Empowerment	)	
Zone, Inc. d/b/a The Columbia	)	
Empowerment Zone and Frank Mitchell,	)	
	)	
Defendants.	)	
_____	)	

NOW COMES THE PLAINTIFF South Carolina Community Bank (“Plaintiff”), and hereby submits this Memorandum of Law in Opposition to Salon Proz, LLC’s Motion to Reconsider March 22 and March 29, 2022 Orders and states as follows:

INTRODUCTION

Defendant Salon Proz, LLC (“Defendant”) filed this Motion to Reconsider the Court’s Orders dated March 22 and March 29, 2022, which sanctioned the Defendant for failure to comply with this Court’s Order of Appointment and Rule to Show Cause Order. The present Motion is the Defendant’s latest blatant attempt to stall these proceedings while continuing to withhold past due mortgage payments and failing to comply with the requests and duties of the court-appointed Receiver. Based on the willful disobedience of Defendant and its managing member, Yvonne Jones, this Court properly found adequate cause to strike the Defendant’s Counterclaims against Plaintiff and order the payment of Plaintiff’s attorney fees and the Receiver’s fees. Accordingly, the Court should deny Defendant’s Motion to Reconsider in full.

LEGAL STANDARD

Rule 59(e) of the South Carolina Rules of Civil Procedure allows a court to alter or amend a judgment upon a party's timely motion. A party may file a motion to reconsider "when [he] believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it." (*Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004)). A party's dissatisfaction with the outcome of the underlying litigation and the instant action, however, is not grounds for relief under Rule 59. (*Id.*).

ARGUMENT

Any objections now raised by Defendant could have been properly raised at the hearing on this motion, but Defendant failed to do so.¹ (*See Pacific Ins. Co. v. American Nat'l Fire Ins. Co.*, 148 F.3d 396, 403 (4th Cir. 1998)(citations omitted)("Rule 59(e) motions may not be used, however, to raise arguments which could have been raised prior to the issuance of the judgment, nor may they be used to argue a case under a novel legal theory that the party had the ability to address in the first instance.")). The Court considered proper evidence and, at the hearing on Plaintiff's Motion to Enforce, found that Defendant was not complying with the Orders of this Court. Through its inherent authority to sanction Defendant for its wrongful actions, this Court properly imposed sanctions on Defendant.

¹ Such objections, for example, include Defendant's argument that Plaintiff's ability to defend against counterclaims has not been hindered and that the Court could not properly refer the matter to the Master In Equity when there were still pending counterclaims.

I. The Sanctions Imposed For Defendant's Willful Behavior Were Not "Inappropriately Harsh."

The imposition of sanctions "is generally entrusted to the discretion of the trial court." (*QZO, Inc. v. Moyer*, 358 S.C. 246, 257, 594 S.E.2d 541, 547 (Ct. App. 2004)). Appellate courts do not disturb such decisions unless there is an abuse of discretion. (*Id.*). "A sanction which results in a default or dismissal is harsh punishment which should be imposed only if there is some showing of willful disobedience or gross indifference to the rights of an adverse party." (*Karppi v. Greenville Terrazzo Co.*, 327 S.C. 538, 547, 489 S.E.2d 679, 684 (Ct. App. 1997). Defendant's actions in the case *sub judice* clearly evidence willful disobedience of this Court's orders, for which the sanctions imposed were properly within the discretion of this Court. (*See Moyer*, 358 S.C. at 257)(striking Appellant's pleadings based on intentional defiance of the Court's Temporary Restraining Order and willful destruction of evidence after finding the Appellant lacked credibility)(see also *Griffin*, 334 S.C. at 199, 511 S.E.2d 716, 719)(while noting that striking the Answer is a "harsh sanction," the court found that no less drastic sanction would be effective when four prior Orders had been issued without meaningful compliance by the defendant).

In the instant matter, Defendant has had ample opportunity to comply with the orders of this Court. The prior Rule to Show Cause Order instructed Defendant to comply with the Receiver's requests within thirty days. This was not done. Thus, as in *Griffin*, Defendant received a clear warning as to the consequences of failure to comply and yet Defendant has done just that. In fact, despite this Court's clear warnings and instructions from the hearing on this very motion, Defendant has continued to act in willful violation of the Court's Orders by instructing tenants to pay her directly.

Further, during the hearing on Plaintiff's Motion to Enforce, this Court heard the testimony of Defendant's Managing member and found that it was not credible. (*See March 22 Order*). "When,

as here, there is conflicting evidence on an issue, it is up to the court as trier of facts to judge credibility.” (*Halbersberg v. Berry*, 302 S.C. 97, 394 S.E.2d 7 (Ct. App. 1990)). This Court not only determined that Ms. Jones’ testimony lacked credibility, it also found that the Receiver’s testimony supported the Plaintiff’s position. (See March 22 Order). The Court further reviewed documents submitted by both parties and heard argument from counsel of record. Thus, this Court had sufficient evidence to find that Defendant’s actions amounted to willful disobedience, and that these acts have adversely effected the rights of Plaintiff.² Accordingly, the Court’s imposition of sanctions was not inappropriately harsh.

II. The Receiver’s Alleged Actions Have Not Impacted Defendant’s Ability To Comply With This Court’s Orders.

Defendant claims that any noncompliance with the Court orders “arose from desperation at the receiver’s failure to meet his responsibilities and from the receiver lulling the Defendant into believing that the Defendant had done what was needed to comply or that strict compliance would not be required.” (Mot. to Reconsider ¶ 2). One such action Defendant alleges is the Receiver’s purported failure to pay the utility bills associated with the property. (*Id.* ¶ 6) Defendant claims that were it not for the “rescuing actions of the Defendant and Yvonne Jones, utility service ... would have been shut off.” (*Id.*). Defendant, however, fails to mention that she did not transfer the utilities into the Receiver’s name, as requested. Had the accounts been properly and timely transferred, there would have been no issue in paying the utilities. Instead, the Receiver was forced to take his Order of Appointment to the utility company for review by their legal department before

² Defendant also argues that “most of the content of the orders and of the Plaintiff’s case in seeking them was based on unsworn representations of Plaintiff’s counsel, not on evidence actually adduced.” (Mot. to Reconsider ¶ 4). However, as stated here, the Court took argument from counsel, reviewed documents as well as the Affidavit submitted by Ms. Jones, and heard testimony from Ms. Jones and the Receiver. (March 22 Ord., p. 1). Defendant seemingly tries to argue that the court did not consider proper evidence simply because it did not accept the evidence Defendant put forth. Defendant’s dissatisfaction with the outcome of the hearing is not grounds for relief under Rule 59. (*Elam v. S.C. Dep’t of Transp.*, 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004)).

he was permitted access to the utility account. The Receiver then paid the utilities, not the Defendant.

Further, Defendant's argument that the Receiver lulled Defendant into believing it had "done what was needed to comply" is wholly without merit. (*Id.* ¶ 2). Defendant had knowledge that it was not in compliance from multiple sources, including (1) Receiver's numerous requests; (2) Plaintiff's filing of both the Rule to Show Cause and Motion to Enforce; (3) Receiver's affidavit submitted for the Motion to Enforce hearing; and (4) the Receiver's testimony at the hearing on the Motion to Enforce. (*See* Pl. Rule to Show Cause; *see also* Plaintiff's Motion to Enforce). Despite this knowledge, Defendant continuously failed to provide the necessary information, failed to voluntarily transfer the utilities in the Receiver's name, and failed to provide all rent to the Receiver. Instead, Defendant affirmatively instructed tenants to pay rent to Defendant instead of the Receiver. These repeated and deliberate acts surely evidence willful disobedience, bad faith, and ill intention. Moreover, Defendant raised all allegations against the Receiver at the hearing on Plaintiff's Motion to Enforce. This Court, in weighing all of the evidence and credibility of the witnesses, rejected these allegations, which were unsupported by evidence and facts.

III. Yvonne Jones, Defendant's Managing Member, Acted On Behalf Of Defendant While Disobeying This Court's Orders.

Plaintiff takes no position regarding this Court's authority to exercise personal jurisdiction over Yvonne Jones, Event Hall, LLC, and Office Suites, LLC. However, the actions described in the filings and other records of this Court have been taken by Yvonne Jones alone. Ms. Jones, as the sole member of Salon Proz, LLC, has consistently acted on behalf of Defendant to willfully disobey the Court's Order and proceeds to act in bad faith by failing to comply with the Receiver. The actions by Ms. Jones were only taken and authorized based on her capacity as Defendant's

Managing Member. Accordingly, she should not be permitted to escape the repercussions of her disobedience by hiding behind Defendant.

CONCLUSION

For the reasons stated above, Defendant's Motion to Reconsider March 22 and March 29, 2022 Orders should be denied.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/Thomas William McGee, III

Thomas William McGee, III

SC Bar No. 11317

E-Mail: billy.mcgee@nelsonmullins.com

1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

(803) 799-2000

Attorney for Plaintiff

Columbia, South Carolina

April 18, 2022.

RECEIVED

Jun 19 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Donald B. Hocker, Circuit Judge

Appellate Case No. 2022-000704

South Carolina Community Bank,.....Respondent,

v.

Salon Proz, LLC, Columbia Empowerment Zone, Inc. d/b/a The Columbia
Empowerment Zone, and Frank Mitchell, Defendants,

Of whom Salon Proz, LLC is the.....Appellant.

CERTIFICATE OF COUNSEL

I certify that the record on appeal contains all material proposed to be
included by any of the parties and not any other material.

Respectfully submitted,

/s/ Andrew S. Radeker
Andrew S. Radeker
S.C. Bar No. 73743
Harrison, Radeker & Smith, P.A.
Post Office Box 50143
Columbia, South Carolina 29250
(803) 779-2211
drew@harrisonfirm.com
Attorney for Appellant

May 12, 2023