RECEIVED
Aug 28 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge
Case No.: 2023-CP-29-01144

Appellate Case No. 2026-001299

Transocean Investments, Inc.,…………………………………Appellant-Respondent,

v.

Kent Davis Jones; Lisa A. Page; and Russell J. Sinacori, individually, ... Respondents,

of whom Kent Davis Jones and Lisa A. Page are the…………Respondents-Appellants.

RETURN TO APPELLANT-RESPONDENTS' MOTION TO DISMISS CROSS-APPEAL

Respondents-Appellants Jones and Page submit this Return to Appellant-Respondent Transocean's Motion to Dismiss the Cross-Appeal, pursuant to Rules 240(c) and (e), SCACR. Transocean asserts the Cross-Appeal should be dismissed because the order is unappealable and Jones and Page did not timely appeal. However, the circuit court's order denying the motions to dismiss is appealable under the circumstances and Jones and Page complied with applicable timing requirements.

Background

This case involves claims against attorneys Lisa Page and Kent Jones arising from a commercial land transaction in 2015 between Transocean Investments and Russell Sinacori entities, and a subsequent redocumenting of that transaction in 2019. Defendant Page served as the settlement agent for the 2015 transaction and was not Transocean's attorney. Kent Jones represented the Sinacori entities in the 2019 transaction, not Transocean.

When Transocean filed suit against Page and Jones for legal malpractice, it did not file a contemporaneous expert affidavit under § 15-36-100 of the South Carolina Code, and both Page and Jones moved to dismiss. **Exhibit 1 (Motions and Memoranda).** More than six months later, and on the eve of a hearing on the motions to dismiss, Transocean filed a deficient expert affidavit. **Exhibit 2 (Expert Affidavit)**. The circuit court refused to dismiss the frivolous claims on June 17, 2024. **Exhibit 3 (6.17.24 Order)**. As a result, Page and Jones were forced to incur the cost and inconvenience of years-long litigation only to end up at the same place at summary judgment.

The circuit court granted Page and Jones summary judgment on January 20, 2026. **Exhibit 4 (1.20.26 Orders)**. Transocean filed Motions to Reconsider, Alter, or Amend the Orders Granting Summary Judgment, which were denied on May 11, 2026. **Exhibit 5 (5.11.26 Order)**. Transocean timely appealed the orders granting summary judgment on June 10, 2026. **Exhibit 6 (Transocean NOA)**. Jones and Page cross-appealed the order denying the motions to dismiss five days later, on June 15, 2026. **Exhibit 7 (Notice of Cross-Appeal)**.

After an initial extension on briefing deadlines, Transocean's Initial Appellant's Brief and Jones and Pages' Initial Cross-Appellants' Brief were due August 28, 2026. **Exhibit 8 (Extension Order)**. However, Transocean's counsel contacted all counsel the day before briefs were due to indicate Transocean was filing a motion to dismiss and that it would stay all briefing deadlines. **Exhibit 9 (Counsel Emails)**. Transocean subsequently filed its Motion to Dismiss. Because Jones and Page's brief was completed, they moved forward with filing it despite the stay on the Cross Appeal. Jones and Page now submit this Return to Transocean's Motion to Dismiss, requesting this Court deny the Motion and allow the Cross Appeal to continue.

Argument

As a threshold matter, Page and Jones anticipated that Transocean may argue the Cross Appealed order was unappealable and, therefore, preemptively addressed the issue in Part I of their Initial Brief filed today. This Court should deny Transocean's Motion and, instead, address the appealability issue in the context of the appeal and along with Transocean's appeal of the orders granting summary judgment. Nevertheless, Jones and Page address Transocean's arguments the order denying the motion to dismiss is not appealable and was not timely appealed.

I. The order denying Jones and Page's motions to dismiss are appropriate for consideration by this Court, because the order granting summary judgment is an appealable order before this Court and judicial economy supports deciding the expert affidavit issue.

Transocean argues the "denial of a motion to dismiss . . . is not ordinarily appealable." **Mot., ¶ 2**. Because the motion to dismiss is not appealable, Transocean argues Jones and Page have failed to comply with Rule 201(a), SCACR, that states an appeal can be taken "as provided by law." **Mot., ¶ 4**. And because they failed to comply with Rule 201(a), dismissal of the appeal is appropriate under Rule 260(a) for failure to comply with the Appellate Court Rules. **Mot., ¶ 5**. Jones and Page disagree and ask the Court to deny the Motion to Dismiss the Cross Appeal.

"An order that is not directly appealable may be considered if there is an appealable issue before the court." *Edge v. State Farm Mut. Auto. Ins. Co.*, 366 S.C. 511, 517, 623 S.E.2d 387, 390 (2005) (finding jurisdiction over the cross-appeal of a motion to dismiss because of judicial economy). "[T]he courts have made a practice of accepting appeals of denials of interlocutory orders not ordinarily immediately appealable when these appeals are companion to issues that are reviewable." *Pitts v. Jackson Nat. Life Ins. Co.*, 352 S.C. 319, 338, 574 S.E.2d 502, 511 (Ct. App. 2002) (quoting *Olson v. Faculty House of Carolina, Inc.*, 344 S.C. 194, 216, 544 S.E.2d 38, 49 (Ct. App. 2001)).

The appellate court can consider an order denying a motion to dismiss on appeal for the purpose of judicial economy. *Edge*, 366 S.C. at 517, 623 S.E.2d at 390; *see, e.g.*, *Cox v. Woodmen of the World Ins. Co.*, 347 S.C. 460, 469, 556 S.E.2d 397, 402 (Ct. App. 2001) (considering on appeal an order denying a motion to dismiss under Rule 12(b)(8), SCRCP, when the court was simultaneously considering an appealable arbitration issue). Appellate courts can also consider interlocutory issues on appeal when a ruling would avoid unnecessary litigation. *Pitts*, 352 S.C. at 338, 574 S.E.2d at 511.

Likewise, appellate courts will entertain important issues that would otherwise be unreviewable to provide guidance to the bench and bar. *See Branham v. Ford Motor Co.*, 390 S.C. 203, 241, 701 S.E.2d 5, 25 (2010) (finding issue involving realignment of parties not preserved for appeal but addressing it anyway because the Court wanted to provide guidance to the bench and bar on a novel issue); *State v. Blake*, 289 S.C. 17, 19, 344 S.E.2d 385, 387 (Ct. App. 1986) (finding issue moot but discussing it regardless because of its precedential value and providing guidance to the bench and bar); *cf. Salmonsen v. CGD, Inc.*, 377 S.C. 442, 452, 661 S.E.2d 81, 87 (2008) (finding exception to appealability of interlocutory order on class certification but deciding to address a novel question of law at that time for "judicial economy and guidance to the bench and bar").

This Court should deny the Motion to Dismiss the Cross Appeal because the ordinarily unappealable order denying the motions to dismiss is paired with a reviewable issue before the Court, the Cross-Appeal issue is related to the appealable issue, and the interests of judicial economy favor addressing the Cross Appeal.

First, the summary judgment orders are unquestionably appealable final orders because they finally decided Transocean's claims and dismissed them. Transocean timely appealed and, therefore, the orders granting summary judgment are properly before this Court.

Second, the Cross-Appeal issues are related to the other appealed issues because they involve the statute of limitations. The circuit court granted Jones and Page summary judgment after finding there was no genuine issue of material fact that Transocean's claims were barred by the three-year statute of limitations. The motions to dismiss made the same argument on the statute of limitations. Thus, the statute of limitations issues overlap significantly.

In addition, Jones and Page sought dismissal based on Transocean's failure to file contemporaneously with its Complaint an expert affidavit identifying the standard of care and its breach, as required by the Frivolous Civil Proceedings Sanctions Act for professional negligence-based claims against attorneys. *See generally* S.C. Code Ann. § 15-36-100. Seven months after filing its Complaint and a few days before a hearing on the motions to dismiss, Transocean filed an affidavit of its purported expert. The affidavit was also defective, which Jones and Page argued. However, considering the statute of limitations arguments, the safe harbor provision in the statute was also implicated that imposes specific pleading requirements in cases where the statute of limitations is at issue. *See* § 15-36-100(C)(1). Transocean also failed to comply with the pleading requirements for the safe harbor provision involving the statute of limitations. Accordingly, the appealable issues on summary judgment are sufficiently related to the issues in the motions to dismiss and favor addressing the motions to dismiss.

Last, the policies of avoiding unnecessary litigation and judicial economy support addressing the issue in the Cross-Appeal. Interpretation of the safe harbor provision in § 15-36-100(C) as applied in this case is a novel question, i.e., the scope of a circuit court's ability to extend the deadline to file or excuse a late-filed, defective expert affidavit. Circuit courts often deny motions to dismiss in such situations, preventing an immediate appeal and potentially the issue from ever being addressed considering most litigation resolves before an appeal. As a result, defendants are forced to incur the inconvenience and expense of litigation, and an already overwhelmed trial docket is clogged further. Addressing the issue now on appeal and providing guidance to the bench and bar could help avoid unnecessary litigation in many other professional negligence cases. Furthermore, it would avoid unnecessary litigation in this case if the court is inclined to reverse summary judgment.

Therefore, this Court should deny Transocean's Motion to Dismiss and allow the parties to brief the merits of the Cross Appeal.

II. The Notice of Cross Appeal was timely because it was filed five days after Transocean noticed its appeal.

Transocean argues the Cross Appeal should be dismissed because Jones and Page "brought their appeal significantly after the 30-day time period to appeal this order would have run if it had been appealable[,]" citing Rule 203(b)(1). **Mot., ¶ 7**. Transocean's argument is misguided.

First, assuming for the sake of argument that the order denying the motions to dismiss had to be immediately appealed, Rule 203(c) revived the right to appeal. Rule 203(b) states a notice of appeal must be served "within thirty (30) days after receipt of written notice of entry of the order or judgment." In the case of a Cross Appeal, the notice must be served "within five (5) days after receipt of appellant's notice of appeal, or within the time prescribed by Rule 203(b), <u>whichever period last expires</u>." (emphasis added). If the order denying the motions to dismiss was immediately appealable, 30 days after it was decided is July 17, 2024, and that would be the deadline for a final order under Rule 203(b). But Transocean noticed its appeal on June 10, 2026. Thus, Jones and Page had five days, or until June 15, 2026, to notice a cross appeal. As between the two deadlines, the period that last expired was the deadline to notice the cross appeal. Because Jones and Page noticed the Cross Appeal on June 15, 2026, the notice was timely.

Second, Rule 203(b)'s 30-day deadline doesn't apply to the order denying the motions to dismiss because that order did not decide the merits of the case and was not an immediately appealable final order under § 14-3-330 of the South Carolina Code. *See McLendon v. S.C. Dep't of Highways & Pub. Transp.*, 313 S.C. 525, 526, 443 S.E.2d 539, 540 (1994) ("The denial of [a motion to dismiss for failure to state a claim] is not immediately appealable under S.C. Code Ann. § 14–3–330 . . . ."); *Canal Ins. Co. v. Caldwell*, 338 S.C. 1, 4, 524 S.E.2d 416, 418 (Ct. App. 1999) ("Rule 203(b), SCACR, requires a party to serve his notice of appeal within thirty days after receiving written notice of the entry of a *final order* or judgment, and failure to do so divests this court of subject matter jurisdiction and results in dismissal of the appeal." (emphasis added)). "Any judgment or decree, leaving some further act to be done by the court before the rights of the parties are determined, is interlocutory; but if it so completely fixes the rights of the parties that the court has nothing further to do in the action, then it is final." *Lewis v. State*, 368 S.C. 630, 631, 630 S.E.2d 464, 464 (2006). The denial of a motion to dismiss decides nothing about the merits of a case. *See Bessinger v. Bi-Lo, Inc.*, 366 S.C. 426, 431, 622 S.E.2d 564, 567 (Ct. App. 2005).

When there is some act left to be done by the trial court, then a party is entitled to wait until a final judgment to appeal an intermediate judgment on the merits, like a partial grant of summary judgment. *See Link v. Sch. Dist. of Pickens Cnty.*, 302 S.C. 1, 6, 393 S.E.2d 176, 179 (1990) (finding party was entitled to wait until final judgment deciding all issues before appealing the prior order granting partial summary judgment).

Here, for the 30-day deadline to apply to the issues in the Cross Appeal, the order denying the motions to dismiss would have to have been a final decision on the merits. By law, it was not.

Because it was not immediately appealable, the 30-day deadline did not apply and the Cross Appeal is otherwise timely.

Therefore, this Court should deny Transocean's Motion to Dismiss, and it should decide the Cross Appeal.

III. Should this Court deny Transocean's Motion to Dismiss, it should find that Transocean's Initial Brief is untimely if not filed August 28, 2026.

"A motion to dismiss an appeal or a motion to relieve counsel shall, however, automatically stay the time limits for perfecting the appeal until the motion is decided." Rule 240(b), SCACR. The plain language of the rule indicates that the stay applies to the appeal against which the motion to dismiss is made. This limitation makes sense because, if the motion is granted, then there is no need to further perfect the appeal through briefing. Nevertheless, a cross-appeal appears to have a separate identity and existence from the original appeal, despite being handled together. *See* Rule 203(c) (stating a respondent can "*institute* a cross-appeal by serving a notice of appeal on all adverse parties (emphasis added)); Rule 206, SCACR, (noting cases can involve more than one notice of appeal and directing how the courts and parties handle them).

Here, this Court established the deadline for the initial briefs in both appeals for August 28, 2026. Transocean filed a motion to dismiss the Cross Appeal a day before the briefs were due, on August 27, 2026. The motion automatically stayed the briefing as to the Cross Appeal. However, the automatic stay does not apply to Transocean's appeal and briefing deadlines because Transocean's motion is not seeking a dismissal of *its* appeal. Stated differently, regardless of the outcome of the motion to dismiss the Cross Appeal, Transocean's appeal of the summary judgment orders will continue. Were the Rule interpreted otherwise, it creates a situation in cases with multiple notices of appeal where a party could move to dismiss a cross appeal for the purpose of obtaining additional time for its own appeal. The stay should not be imposed on Transocean's briefing deadline.

Conclusion

This Court should deny Transocean's Motion to Dismiss the Cross Appeal because the Cross Appeal was timely under Rule 203(c), it is sufficiently related to the appealable issues before the Court, and presents the Court with the opportunity to address a novel issue for the benefit of the bench and bar. This Court should also determine the application of the stay to Transocean's briefing deadline.

August 28, 2026.

/ s / Amy P. Hunt
Amy P. Hunt / S.C. Bar No. 75185
Alexander Ricks, PLLC
1420 E. 7th St., Suite 100
Charlotte, NC 28204
Tel: 980-334-2005
Amy.hunt@alexanderricks.com
Attorneys for Respondent/Appellant Jones

s/ Skyler C. Wilson
Skyler C. Wilson / S.C. Bar No. 102865
Copeland, Stair, Valz & Lovell, LLP
40 Calhoun Street, Suite 400
Charleston, SC 29401
swilson@csvl.law
Phone: (843) 727-0307
Attorneys for Respondent/Appellant Page

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT
2023-CP-2901144

TRANSOCEAN INVESTMENTS, INC.,

Plaintiff,

v.

KENT DAVIS JONES; LISA A. PAGE; and RUSSELL J. SINACORI, individually,

Defendants.

MOTION TO DISMISS, ANSWER, and AFFIRMATIVE DEFENSES of KENT DAVIS JONES

NOW COMES Defendant Kent Davis Jones ("Jones"), by and through the undersigned counsel, and hereby responds to the Complaint as follows:

FIRST DEFENSE BY WAY OF MOTION TO DISMISS

(Failure to state a claim pursuant to Rule 12(b)(6))

Jones is informed and believes that Plaintiff has failed to state facts sufficient to constitute a cause of action against him and, therefore, this action should be dismissed against him pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure. Specifically, no attorney-client relationship existed between Plaintiff and Jones at the relevant times alleged, and, based on the face of the Complaint, it appears Plaintiff's mortgage remains in effect.

SECOND DEFENSE BY WAY OF MOTION TO DISMISS

(Lack of personal jurisdiction)

As alleged in the Complaint, Jones is not an attorney licensed to practice law in South Carolina and was not practicing law in the state of South Carolina. The

Complaint does not allege sufficient contacts by Jones with the State of South Carolina to satisfy S.C. Code § 36-2-803. Accordingly, this Court lacks personal jurisdiction over Jones, and this Complaint should be dismissed, with prejudice.

<u>THIRD DEFENSE BY WAY OF ANSWER</u>

<u>General Jurisdiction Allegations</u>

1. Admitted, upon information and belief.

2. Admitted, upon information and belief.

3. Denied.

4. Denied.

5. The mortgage is in writing, speaks for itself, is a matter of public records, and is the best evidence of the contents thereof; accordingly, Jones denies any allegations contrary thereto. Any remaining allegations of paragraph 5 are denied.

6. Denied.

7. It is admitted that, at the times described in the complaint, Jones was a member of Redding Jones, PLLC. All remaining allegations of paragraph 7 are denied.

8. It is admitted that Jones is not licensed in South Carolina and is not a title insurance underwriter. All remaining allegations of paragraph 8 are denied.

9. Jones lacks information sufficient to form a belief as to the truth or falsity of the allegations of paragraph 9; accordingly, those allegations are denied.

10. Jones lacks information sufficient to form a belief as to the truth or falsity of the allegations of paragraph 10; accordingly, those allegations are denied.

11. Chateau Ridge, LLC is not a named defendant in the caption of this action. Furthermore, Jones lacks information sufficient to form a belief as to the truth or falsity of the allegations of paragraph 11; accordingly, those allegations are denied.

12. Sinacori Builders, LLC is not a named defendant in the caption of this action. Furthermore, Jones lacks information sufficient to form a belief as to the truth or falsity of the allegations of paragraph 12; accordingly, those allegations are denied.

13. Jones lacks information sufficient to form a belief as to the truth or falsity of the allegations of paragraph 13; accordingly, those allegations are denied.

14. Jones lacks information sufficient to form a belief as to the truth or falsity of the allegations of paragraph 14; accordingly, those allegations are denied.

15. Jones lacks information sufficient to form a belief as to the truth or falsity of the allegations of paragraph 15; accordingly, those allegations are denied. The allegations regarding Jones are specifically denied.

16. Jones lacks information sufficient to form a belief as to the truth or falsity of the allegations of paragraph 16; accordingly, those allegations are denied.

17. It is denied that any Exhibits are attached to the Complaint. Furthermore, the documents referenced in paragraph 17 are in writing, speak for themselves, are matters of public record, and are the best evidence of the contents thereof; accordingly, any allegations contrary thereto are denied. Any remaining allegations are denied.

18. It is denied that any Exhibits are attached to the Complaint. Furthermore, the documents referenced in paragraph 18 are in writing, speak for themselves, are matters of public record, and are the best evidence of the contents thereof; accordingly, any allegations contrary thereto are denied. Any remaining allegations are denied.

19. The documents referenced in paragraph 19 are in writing, speak for themselves, are matters of public record, and are the best evidence of the contents thereof; accordingly, any allegations contrary thereto are denied. Any remaining allegations, including the subparts, are denied.

<u>For a First Cause of Action</u>

Fraud and Fraudulent Inducement

(As against defendants attorney Jones and attorney Page)

11. The responses and defenses from prior paragraphs are re-alleged and incorporated herein.[1]

12. Denied.

13. Denied.

14. Denied.

15. Denied.

16. Denied.

17. It is denied that any Exhibits are attached to the Complaint. The allegations of the second paragraph 17 are denied with respect to Jones. With respect

[1] Plaintiff's Complaint re-starts with paragraph number 11 in the first cause of action. This answer is numbered in order to match the numbering of the Complaint.

to Defendant Sinacori, Jones lacks information sufficient to form a belief as to the truth or falsity of the allegations of the second paragraph 17; accordingly, those allegations are denied.

18. The mortgage referenced in the second paragraph 18 is in writing, speaks for itself, is a matter of public record, and is the best evidence of the contents thereof; accordingly, any allegations contrary thereto are denied. Any remaining allegations are denied.

19. Jones lacks information sufficient to form a belief as to the truth or falsity of the allegations of the second paragraph 19; accordingly, those allegations are denied.

20. It is admitted Jones is not a title insurance agent. With respect to the remaining allegations, Jones lacks information sufficient to form a belief as to the truth or falsity of the allegations of the second paragraph 20; accordingly, those allegations are denied.

For a Second Cause of Action

Breach of Fiduciary Duty

(Against Defendant Attorney Kent Davis Jones, Esq. and Attorney Lisa A. Page)

21. The responses and defenses from prior paragraphs are re-alleged and incorporated herein.

22. Denied.

21. It is admitted that an attorney-client relationship is a fiduciary relationship; however, it is specifically denied that Jones represented Plaintiff in any

of the transactions described in the Complaint. Any remaining allegations are denied.[2]

22. Denied, including all subparts. It is also specifically denied that any Exhibits are attached to the Complaint.

22. Denied.[3]

23. With respect to the alleged transfers in paragraph 23, the public records speak for themselves and are the best evidence of the contents thereof; accordingly, any allegations contrary thereto are denied. The remaining allegations of paragraph 23 are denied.

For a Third Cause of Action

Attorney Malpractice / Legal Malpractice

Negligence

(Against Defendant Attorney Kent Davis Jones, Esq. and Attorney Lisa A. Page)

23. The responses and defenses from prior paragraphs are re-alleged and incorporated herein.[4]

24. Denied.

24. Denied, including all subparts. It is specifically denied that any Exhibits are attached to the Complaint.[5]

For a Fourth Cause of Action

---

[2] Plaintiff's Complaint re-starts with paragraph number 21 in the third paragraph of the second cause of action. This answer is numbered in order to match the numbering of the Complaint.

[3] Plaintiff's Complaint contains two paragraphs numbered 22 in the second cause of action. This answer is numbered in order to match the numbering of the Complaint.

[4] Plaintiff's Complaint contains two paragraphs numbered 23. This answer is numbered in order to match the numbering of the Complaint.

[5] Plaintiff's Complaint contains two paragraphs numbered 24 in the third claim for relief. This answer is numbered in order to match the numbering of the Complaint.

Breach of Contract

(Against Russell J. Sinacori, Sincori [sic]Buildings, LLC; and Chateau Ridge, LLC)

16. The responses and defenses from prior paragraphs are re-alleged and incorporated herein.[6]

17. Denied with respect to all allegations against Jones. With respect to the remaining allegations of the second paragraph 17, Jones lacks information sufficient to form a belief as to the truth or falsity of those allegations; accordingly, they are denied.

18. Denied.

19. Denied. It is also specifically denied that any Exhibits are attached to the Complaint.

20. The allegations of the second paragraph 20 are not directed to Jones and no response is required from Jones. To the extent a response is required, Jones lacks information sufficient to form a belief as to the truth or falsity of those allegations; accordingly, they are denied.

21. Denied.

22. Denied.

22. Denied.[7]

22. Denied.

[6] Plaintiff's Complaint contains restarts at paragraph 16 in the fourth cause of action. This answer is numbered in order to match the numbering of the Complaint.

[7] There are five paragraphs numbered 22 in the Complaint.

For a Fifth Cause of Action

Violations of SCUPTA

23. The responses and defenses from prior paragraphs are re-alleged and incorporated herein.

24. Denied with respect to Jones.

25. Denied with respect to Jones.

26. Denied.

27. Denied.

FOURTH DEFENSE BY WAY OF AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE
(Statute of Limitations)

Plaintiff's claims are barred by the statute of limitations.

SECOND AFFIRMATIVE DEFENSE
(Statute of Frauds)

To the extent Plaintiff asserts any claims which rely on purported agreements relating to real property that are not in writing or otherwise fail to comply with the statute of frauds, those claims are barred by the applicable statute of frauds.

THIRD AFFIRMATIVE DEFENSE
(Failure to Mitigate)

To the extent Plaintiff failed and continues to fail to mitigate any alleged damages, and if it is determined that Plaintiff suffered any damages (which is specifically denied), then the recovery of any damages incurred as a result of its failure to mitigate are barred.

<u>FOURTH AFFIRMATIVE DEFENSE</u>
(Ratification, Waiver, Estoppel, and Laches)

Plaintiff ratified the transactions that are the subject of this lawsuit and any related transactions by failing to challenge the actions before filing the Complaint. Any claims arising out of the transactions at issue should be barred under the doctrines of ratification, waiver, estoppel, and laches.

<u>FIFTH AFFIRMATIVE DEFENSE</u>
(No Damages)

Even in the event that the allegations of Plaintiff's Complaint against Jones are proven (which is expressly denied), Plaintiff suffered no damages as a result thereof.

<u>SIXTH AFFIRMATIVE DEFENSE</u>
(Reservation of Right to Add Additional Defenses)

Defendant Jones reserves and does not waive any further additional defenses that may be revealed by additional information that may be acquired in discovery or otherwise.

WHEREFORE, Defendant Kent Davis Jones, respectfully prays the Court as follows:

1. That the Court dismiss Plaintiff's claims against him with prejudice;

2. That the Court enter an Order in favor of Jones and against Plaintiff on all claims;

3. That all costs and fees, as allowable by law, be charged to Plaintiff; and

4. For such other and further relief as the Court deems just and proper.

ALEXANDER RICKS, PLLC

/s/Amy P. Hunt
Amy P. Hunt
S.C. State Bar No. 75185
1420 E. 7th St., Suite 100
Charlotte, NC 28204
Tel: (980) 334-2005
Fax: (704) 365-3676
E-mail: amy.hunt@alexanderricks.com

Attorneys for Kent Davis Jones

October 30, 2023

Charlotte, NC

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document has been served upon the following by electronic mail and depositing same in the United States mail, postage prepaid, in an envelope(s) addressed as follows:

J. Cameron Halofrd
Halford Law Firm, L.L.C.
4609 Charlotte Highway, Suite 3
Lake Wylie, SC 29710
E-mail: cam@halfordlaw.net
E-mail: kimberly@halfordlaw.net
Attorneys for Plaintiff

Lisa A. Page
7239 Pineville Matthews Rd., #100
Charlotte, NC 28226
E-mail: lpage@southernlawgrp.com

Donald Russell Terry
150 Milestone Way, Suite C
Greensville, SC 29615
E-mail: dterry@smithterrylaw.com
Attorney for Russell J. Sinacori

ALEXANDER RICKS, PLLC

/s/Amy P. Hunt_______________
Amy P. Hunt
S.C. State Bar No. 75185

October 30, 2023

STATE OF SOUTH CAROLINA COUNTY OF LANCASTER Transocean Investments, LLC, Plaintiff, vs. Kent Davis Jones; Lisa A. Page; and Russell J. Sinacori, Individually, Defendants.	IN THE COURT OF COMMON PLEAS SIXTH JUDICIAL CIRCUIT CASE NO.: 2023-CP-29-01144 **DEFENDANT PAGE'S MOTION TO DISMISS**

Defendant Lisa A. Page ("Defendant Page"), by and through her undersigned counsel, moves this Court pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, for an order dismissing Plaintiff's complaint for the following reasons: (1) lack of personal jurisdiction; (2) failure to file an expert affidavit pursuant to section 15-35-100; (3) the absence of a duty as a matter of law; (4) the statute of limitations; and (5) that one or more of Plaintiff's causes of action do not contain every element of the cause of action or do not meet the pleading requirements.

Based on the foregoing, Defendant Page respectfully requests the Court dismiss Plaintiff's Complaint with prejudice, with all costs of this action, including reasonable attorneys' fees, taxed to Plaintiff, and for such other and further relief the Court deems just and proper. Defendant Page reserves the right to supplement this Motion to Dismiss with a memorandum of law in support prior to a hearing.

[SIGNATURE PAGE TO FOLLOW]

This 1st day of November, 2023.

Respectfully submitted,

COPELAND, STAIR, VALZ & LOVELL, LLP

By: *s/Douglas W. MacKelcan*
DOUGLAS W. MACKELCAN
State Bar No.: 76332
SKYLER C. WILSON
State Bar No.: 102865
Attorneys for Defendant Lisa A. Page

40 Calhoun Street, Suite 400
Charleston, SC 29401
dmackelcan@csvl.law
swilson@csvl.law
Ph: (843) 727-0307

STATE OF SOUTH CAROLINA COUNTY OF LANCASTER Transocean Investments, LLC, Plaintiff, vs. Kent Davis Jones; Lisa A. Page; and Russell J. Sinacori, Individually, Defendants.	)	IN THE COURT OF COMMON PLEAS SIXTH JUDICIAL CIRCUIT CASE NO.: 2023-CP-29-01144 **DEFENDANT LISA A. PAGE'S MEMORANDUM IN SUPPORT OF MOTION TO DISMISS**

Defendant Lisa A. Page, by and through her undersigned counsel, submits this Memorandum in Support of her Motion to Dismiss. If this Court considers matters outside the pleadings, Defendant Page requests this Court treat this Motion as one for summary judgment as outlined in Rule 12(b), SCRCP.

Background

This case involves claims against Attorney Lisa Page arising from a commercial land transaction in 2015 between Transocean Investments and Russell Sinacori entities in 2015. Defendant Page served as the settlement agent and was not the attorney for Transocean. There were subsequent transfers of the property in which Defendant Page was not involved. The Complaint, however, makes numerous clearly false allegations and attempts to hold Page responsible for events that did not occur or in which she was not involved.

General Background

Russell Sinacori, through his entity Carolina Land Ventures, entered into a contract with Transocean Investments to purchase approximately 21 acres of land in Lancaster County, South Carolina, TMS #0005-00-002-00 (Subject Property). Carolina Land Ventures assigned the contract to Sinacori Builders, LLC. Sinacori Builders agreed to pay $1,921,500 for the Subject

Property. **Ex. 1 (Title to Subject Property)**. It appears that Transocean was represented by Tracy Frick of Frick Trent, PLLC, in Rock Hill, South Carolina. ***See*** **Ex. 1** (recording information and witness for Transocean principal Jason Vick).

Carolina Land Ventures gave Transocean a Promissory Note for $1,621,500 and granted Transocean a Mortgage on the Subject Property to secure the Note. **Ex. 2 (Mortgage); Compl. ¶3.** Lisa Page served as the settlement agent for the 2015 Transaction. This mortgage was recorded November 2, 2016, with the Lancaster County Register of Deeds in Book 3254 at Page 1. **Ex. 2.** The mortgage named Carolina Land Ventures, whereas the deed was in Sinacori Builders' name, but the mortgage was signed by Defendant Sinacori.

In mid-March 2019, Sinacori Builders deeded the Subject Property to another Sinacori entity—Chateau Ridge, LLC. **Ex. 3 (Deed to Chateau Ridge)**. In connection with that transaction, Chateau Ridge and Sinacori Builders executed a new mortgage and promissory note, whereby Chateau Ridge mortgaged the Subject Property in favor of Transocean and signed a promissory note for $808,000. **Ex. 4 (3.14.19 Mortgage)**. Then Transocean, through Mr. Vick, executed and recorded a satisfaction of the 2015 Mortgage between Transocean and Carolina Land Ventures. **Ex. 5 (3.14.19 Satisfaction)**. Lisa Page was not involved in the 2019 Transaction, and did not witness or notarize any of these documents.

In December 2019, Transocean, Sinacori Builders, and Chateau Ridge entered into a Memorandum of Agreement recorded March 10, 2020, in Mortgage Book 3945 at Page 286. **Ex. 6 (Memo of Agreement)**. This is the recorded document Plaintiff repeatedly mentions but does not attach to the Complaint. Pursuant to this Agreement, Chateau Ridge recognized the terms of the March 2019 transaction that it was to pay Transocean $421,000, and an additional $387,000 after Chateau Ridge sold the Subject Property. **Ex. 6**. Importantly, Transocean **expressly acknowledged** receipt of the $421,000 payment required under the note. **Ex. 6**. Chateau Ridge subsequently deeded the Subject Property to Toll Southeast LP Company, Inc., on October 27, 2020, recorded November 5, 2020. **Ex. 7 (Deed to Toll Southeast)**. Lisa Page was not involved in the Memorandum of Agreement or the transaction with Toll Southeast, and did not witness or notarize any of the documents.

These facts are taken from documents recorded with the Lancaster County Register of Deeds based on references in the Complaint, and the facts in these recorded documents differ significantly from what Transocean alleges. Defendant Page highlights the differences below to aid the Court in evaluating this motion.

<u>Complaint Allegations</u>

The Complaint contains many false allegations and improperly attributes actions to Defendant Page. The Complaint alleges Defendant Page is a North Carolina attorney and notarized purported transfers of the Subject Property when Defendant Page knew the "seller" was not adequately capitalized and had not deposited purchase monies with Page. **Compl. ¶9**. Defendant Page, however, did not notarize any of the purported transfers for the Subject Property according to the signed and recorded documents.

The Complaint alleges Defendant Page requested Transocean by its owner Jason Vick to execute deed and title, but that she failed to escrow $421,000 owed to Transocean under the promissory note and mortgage recorded at Mortgage Book 3945 at Pages 286-91. **Compl. ¶13**. Defendant Page, however, was not involved in the transaction referenced in the recorded document, and had no involvement in the $421,000 payment. Further, the recorded document indicates Transocean in fact received the $421,000. **Ex. 6**.

Further, the Complaint alleges that Page purportedly issued a seller title insurance policy for Transocean through Chicago Title Insurance Company when she was not a licensed title insurance underwriting agent, including an exhibit to the Complaint. **Compl. ¶15, Exs. A, C**. The exhibits included, however, show an owner's policy with Chicago Title Insurance Company dated December 13, 2007, with the named insured as Transocean Investments and is not signed by Defendant Page. **Compl. Exs. A, C**.

Based on the demonstrably false allegations against Defendant Page, Transocean asserts claims for (1) fraud and fraudulent inducement; (2) breach of fiduciary duty; (3) legal malpractice; (4) breach of contract; and (5) violation of the South Carolina Unfair Trade Practice Act.

Defendant Page requests this Court dismiss Transocean's claims because Transocean has failed to state facts sufficient to constitute a cause of action. If the Court considers the publicly filed documents not attached to or referenced in the Complaint, Defendant Page requests this Court treat the motion as one for summary judgment and dismiss Transocean's claims.

Standard

Dismissal of claims under Rule 12(b)(6) is appropriate if the complaint fails to state facts sufficient to constitute a cause of action. *Baird v. Charleston County*, 333 S.C. 519, 527, 511 S.E.2d 69, 73 (1999). When ruling on a motion to dismiss, the court must base its ruling on the allegations set forth in the complaint. *Capital City Ins. Co. v. BP Staff, Inc.*, 382 S.C. 92, 99, 674 S.E.2d 524, 528 (Ct. App. 2009). Any document that is an exhibit to a pleading is considered a part of the pleading. Rule 10(c), SCRCP. A party cannot avoid application of Rule 10(c) by intentionally omitting a document from the complaint. *See Brazell v. Windsor*, 384 S.C. 512, 516, 682 S.E.2d 824, 826 (2009). Furthermore, when a plaintiff merely states legal conclusions without facts supporting those conclusions, a claim fails under the Rule 12(b)(6) standard. *See generally RoTec Servs., Inc. v. Encompass Servs., Inc.*, 359 S.C. 467, 473, 597 S.E.2d 881, 884 (Ct. App. 2004) (noting legal conclusions of the elements of an affirmative defense were insufficient and were struck from the pleading). Dismissal is appropriate when "mere conclusory allegation[s], unsupported by any particularized fact," are pled. *Skywaves I Corp. v. Branch Banking & Trust Co.*, 423 S.C. 432, 455 n.9, 814 S.E.2d 642, 656, n.9 (Ct. App. 2018).

Arguments

I. This Court should dismiss Transocean's claims for fraud, breach of fiduciary duty, legal malpractice, and breach of contract because those claims are based on allegedly provided professional services and Transocean did not comply with the expert affidavit requirement of section 15-36-100.

In an action alleging professional malpractice against attorneys, the plaintiff must file an expert witness affidavit specifying one negligent act or omission and the factual basis for each claim. S.C. Code Ann. § 15-36-100 (B). "If an affidavit is not filed . . . and the defendant against whom the affidavit should have been filed alleges, by motion to dismiss filed contemporaneously with its initial responsive pleading that the plaintiff has failed to file the requisite affidavit, the complaint is subject to dismissal for failure to state a claim." S.C. Code Ann. § 15-36-100(C)(1). The statute expressly applies to actions for professional negligence against attorneys at law. *See* S.C. Code Ann. § 15-36-100(G)(2).

In 2005, the South Carolina General Assembly enacted tort reform legislation to "establish standards for expert witnesses in professional malpractice actions" and to "filter frivolous claims" against professionals by requiring the contemporaneous filing of an expert affidavit identifying at least one negligent act or omission. *See generally*, *Ranucci v. Crain*, 409 S.C. 493, 763 S.E.2d 189 (2014). To that end, South Carolina appellate courts have affirmed dismissals of professional negligence actions where a plaintiff failed to include the required expert affidavit with its filed complaint.

It does not matter how a plaintiff couches the claims, an affidavit is required if the claims are based on the professional's work. *See, e.g.*, *H & H Johnston, LLC v. Old Republic Nat. Title Ins. Co.*, 405 S.C. 469, 748 S.E.2d 72 (Ct. App. 2013) (dismissing at summary judgment claims against attorney in his capacity as title agent and title company arising out of real estate closing because attorney was providing legal advice and an expert affidavit was required under 15-36-100). For example, in *H&H of Johnston, LLC,* the plaintiff attempted to overcome the contemporaneous filing requirement by asserting he was suing the attorney in his capacity as a title agent. The Court of Appeals disagreed and held that the defendant was acting in his professional capacity as a real estate closing attorney when he provided legal opinions to the plaintiff regarding certain aspects of the plaintiff's contemplated real estate purchase. *See id.* at 474, 748 S.E.2d at 74. As a result, the court found "the plaintiff must file an affidavit of an expert witness in support of the complaint specifying particular negligent acts or omissions of the attorney," *id.*, and the court affirmed the trial court's grant of summary judgment to the defendant based upon the plaintiff's failure to do so. *See id.*

Furthermore, when a claim for breach of fiduciary duty is based on an attorney-client relationship, a breach of fiduciary duty claim is duplicative of a legal malpractice claim. *RFT Mgmt. Co., L.L.C v. Tinsley & Adams, L.L.P.*, 399 S.C. 322, 336, 732 S.E.2d 166, 173 (2012); *see also Aller v. Law Office of Carole C. Schriefer*, 140 P.3d 23 (Colo. App. 2005) (stating when a legal malpractice claim and a breach of fiduciary duty claim arise from the same material facts, the breach of fiduciary duty claim should be dismissed as duplicative). Because a breach of fiduciary duty claim based on an attorney-client relationship is duplicative of a legal malpractice claim, the affidavit filing requirement applies.

Here, Transocean asserts claims for fraud, breach of fiduciary duty, legal malpractice, and breach of contract based on an alleged attorney-client relationship and the duties attorneys owe to clients. ***See* Compl. ¶15** (alleging in fraud claim that Page made representations that were false and fell below the standard of care for attorneys engaged in real estate practice); **¶22** (alleging in breach of fiduciary duty claim that "Defendants breached the duty of care expected of attorneys");

¶24 (alleging in legal malpractice claim that Defendant attorneys were negligent in their representation of Plaintiff); **¶¶ 17, 20** (alleging in breach of contract action that an agreement of representation existed, Page breached duties of loyalty and fell below the professional standard of care). Because Transocean's claims all rely on the attorney-client relationship and duties attorneys owe to clients, which sound in negligence, Transocean is required to contemporaneously file an expert affidavit identifying the standard of care and its breach under section 15-36-100 of the South Carolina Code.

Transocean, however, did not file an affidavit of an expert identifying the standard of care for attorneys in similar circumstances and how Defendant Page deviated from that standard of care. The failure to do so requires this Court to dismiss Transocean's claims for professional negligence, which include its claims for fraud, breach of fiduciary duty, legal malpractice, and breach of contract because all of them are based on attorney-client duties and allege breaches of those duties.

II. This Court should dismiss Transocean's claims as to Defendant Page because Transocean filed claims more than three years after when it knew or should have known it had claims.

The limitations period for all of Transocean's claims is three years. *See* S.C. Code Ann. § 15-3-530 (1) (breach of contract); 530(5) (an action for any injury to a person, which would include fraud, legal malpractice, and breach of fiduciary duty); S.C. Code Ann § 39-5-150 (three year limitations period for SCUTPA claim). Pursuant to the discovery rule, the statute of limitations begins to run when the injured "person knew or by the exercise of reasonable diligence should have known that he had a cause of action." S.C. Code. Ann. § 15-3-535; *Stokes-Craven Holding Corp. v. Robinson*, 416 S.C. 517, 525-26, 787 S.E.2d 485, 489 (2016); *Walbeck v. I'On Co., LLC*, 426 S.C. 494, 519, 827 S.E.2d 348, 361 (Ct. App. 2019); *Dean v. Ruscon Corp.*, 321 S.C. 360, 363–64, 468 S.E.2d 645, 647 (1996). The test is objective. *Wiggins v. Edwards*, 314 S.C. 126, 442 S.E.2d 169 (1994). South Carolina's statute of limitations requires "very little to start the clock." *Roe v. Doe*, 28 F.3d 404, 407 (4th Cir. 1994) (applying South Carolina law).

"A cause of action should have been discovered through exercise of reasonable diligence when the facts and circumstances would have put a person of common knowledge and experience on notice that some right had been invaded or a claim against another party might exist." *Maher v. Tietex Corp.*, 331 S.C. 371, 377, 500 S.E.2d 204, 207 (Ct. App. 1998). With respect to fraud, the discovery rule focuses on whether the injured party acquired knowledge of any existing facts "sufficient to put said party on inquiry, which, if developed, will disclose the alleged fraud." *Burgess v. Am. Cancer Soc., S.C. Div., Inc.*, 300 S.C. 182, 186, 386 S.E.2d 798, 800 (Ct. App. 1989) (quoting *Walter J. Kline Co. v. Kneece*, 239 S.C. 478, 483, 123 S.E.2d 870, 874 (1962)). Even if the injured party claims ignorance of existing facts or circumstances, the same result follows if such facts and circumstances could have been known to the party by exercise of ordinary care and reasonable diligence. *Id.*

"The statute is not delayed until the injured party seeks advice of counsel or develops a full-blown theory of recovery; instead, reasonable diligence requires a plaintiff to 'act with some promptness.'" *Id.* (quoting *Snell v. Columbia Gun Exch., Inc.*, 276 S.C. 301, 303, 278 S.E.2d 333, 334 (1981)). Further, the fact an injured party may not comprehend the full extent of the damage is immaterial. *Dean*, 321 S.C. at 364, 468 S.E.2d at 647. In other words, the discovery rule does not "require absolute certainty [that] a cause of action exists before the statute of limitations begins to run." *Bayle v. S.C. Dep't of Transp.*, 344 S.C. 115, 126, 542 S.E.2d 736, 741 (Ct. App. 2001).

"[W]hen there is no conflicting evidence, the determination of when a party knew or should have known that he or she had a claim becomes a matter of law to be decided by the trial court." *Walbeck*, 426 S.C. at 520, 468 S.E.2d at 647 (quoting *Turner*, 381 S.C. at 110, 671 S.E.2d at 641).

Transocean filed this Complaint on August 31, 2023. The "cut off" date relevant to the application of the discovery rule is August 31, 2020, meaning if Transocean knew of should have known of facts giving rise to the claims prior to August 31, 2020, the claims are barred. With respect to Defendant Page, Transocean was or should have been well aware of the alleged claims against her before August 31, 2020.

Relying on the facts from the recorded documents, Defendant Page was involved only as the settlement agent for the December 2015 transaction between Transocean and Sinacori Builders/Carolina Land Ventures. That deed was recorded December 21, 2015, and the sales price was $1,921,500. **Ex. 1**. Carolina Land Ventures, through Defendant Sinacori, executed a mortgage and promissory note with that transaction on December 14, 2015, and the mortgage for $1,621,500 was recorded on November 2, 2016. **Ex. 2**. Defendant Page was not involved in the 2019 transaction between Transocean and other Sinacori entities. Even though Defendant Page was not involved in the 2019 transaction, Transocean executed and recorded a mortgage satisfaction for the 2015 mortgage along with a new note and mortgage between it and other Sinacori entities. **Ex. 5**. To the extent Transocean is attempting to hold Defendant Page responsible for events she was actually involved in, Transocean knew of should have known of a claim by the 2019 transaction at which time Transocean recorded a mortgage satisfaction. Because Transocean knew or should have known by March 2019 of a claim, its claims fail as a matter of law and should be dismissed.

Even if the Court were to consider true Transocean's claims and exhibits as pled, Transocean knew or should have known of a claim prior to August 31, 2020, involving Defendant Page. Defendant Page addresses below each allegation in the Complaint for the purpose of the statute of limitations.

1. This Court should dismiss any claims based on the "General Jurisdictional Allegations" in Transocean's Complaint because they were or should have been discovered more than three years before Transocean filed suit.

The Complaint alleges Defendant Page requested Transocean by its owner Jason Vick to execute deed and title, but that she failed to escrow $421,000 owed to Transocean under the promissory note and mortgage recorded at Mortgage Book 3945 at pages 286-91. **Compl. ¶13**. According to that document, **Exhibit 6**, Transocean was to be paid $421,000 in conjunction with the March 2019 transaction. Further, Transocean expressly acknowledged it received the $421,000 payment from Sinacori. **Ex. 6**. If Transocean did not receive that $421,000 as it was supposed to in March 2019, then there is no question Transocean knew or should have known of a claim regarding the failure to receive the $421,000 in March 2019, which is outside the statute of limitations. But, considering Transocean's express acknowledgment it did receive the $421,000 payment as of December 5, 2019, Transocean would have known if it did not in fact receive that payment by that date, which is also outside of the statute of limitations.

The Complaint alleges Defendant Page purportedly issued a seller title insurance policy for Transocean through Chicago Title Insurance Company when she was not a licensed title insurance underwriting agent, including exhibits to the Complaint. **Compl. ¶15, Exs. A, C**. The exhibits included, however, show an owner's policy with Chicago Title Insurance Company dated December 13, 2007, with Transocean as the named insured and is not signed by Defendant Page. **Compl. Ex. A**. If Transocean did not receive that title insurance policy in 2007 (which is when it purchased the property), there is no question it knew or should have known prior to August 31, 2020. Regardless, Transocean sold the property in December 2015 and, if it did not receive sufficient title insurance in conjunction with the sale, it should have known when it did not receive a title insurance policy with that transaction in 2015. The subsequent dealings with Sinacori's entities would not impact title insurance in Transocean's favor because Transocean no longer had title in the Subject Property as of the 2015 Transaction. Therefore, claims based on these "facts" are outside the statute of limitations and should be dismissed.

2. This Court should dismiss Transocean's Fraud claim because Transocean knew or should have discovered those allegations giving rise to the claim more than three years before Transocean filed suit.

In its Fraud claim, Transocean alleges Defendant Page falsely purported to issue seller and lender title insurance coverage in conjunction with the December 2015 transaction. **Compl. ¶¶14, 19**. Again, Transocean references Complaint Exhibit A. But Exhibit A is a Chicago Title Insurance policy from 2007 in Transocean's favor. If Transocean did not receive the title insurance policy in 2007, it would have known before August 31, 2020. Further, if Transocean did not receive a title policy in conjunction with the 2015 transaction, it would have known or should have known it did not receive a title insurance policy before August 31, 2020. Because the fraud claim is based on events Transocean knew or should have been aware of in 2007 or in December 2015, Transocean filed suit more than three years after discovery and this Court should dismiss the claim.

3. This Court should dismiss Transocean's Breach of Fiduciary Duty claim because Transocean knew or should have discovered those allegations giving rise to the claim more than three years before Transocean filed suit.

Transocean's Breach of Fiduciary Duty claim is repetitive, but generally alleges Defendants failed to timely record mortgages, did not collect and pay the $421,000 amount and ensure the mortgage and note were satisfied, and falsely issued title insurance. ***See*** **Compl. ¶22(A-F)**. With respect to Defendant Page, the mortgage Transocean executed for the 2015 Transaction was recorded in November 2016. **Ex. 2.** This was before the 2019 transaction that Defendant Page was not involved in. In addition, Transocean voluntarily executed and recorded in March 2019 a mortgage satisfaction for the 2015 Mortgage. **Ex. 5**. Thus, Defendant Page did not fail to timely record a mortgage and, even if she did, Transocean knew or should have known in 2019 when it executed a new mortgage, promissory note, memorandum of agreement, and satisfied the 2015 mortgage.

In addition, the $421,000 payment was supposed to be made in connection with the March 2019 Transaction. Even if Defendant Page was involved in those transactions, Transocean would have known it did not receive $421,000 in March 2019 when it was due. Further, the recorded document Transocean references in the Complaint establishes that it acknowledged receiving the $421,000 payment as of December 5, 2019. **Ex. 6**. If Transocean did not receive the payment, it would have known as of December 5, 2019.

Moreover, Transocean was or should have been aware of title insurance issues in 2007 (the date on the exhibits) or in 2015 if it did not receive a policy in connection with that transaction. Therefore, Transocean knew or should have known of facts giving rise to its claims for breach of fiduciary duty against Defendant Page by December 2019 at the latest. Because that is outside the statute of limitations, this Court should dismiss the breach of fiduciary duty claims.

4. This Court should dismiss Transocean's Legal Malpractice claim because Transocean knew or should have discovered those allegations giving rise to the claim more than three years before Transocean filed suit.

In its Legal Malpractice claim and with respect to Defendant Page, Transocean asserts Defendants failed to issue proper title insurance (¶24(A)), failed to ensure Transocean was paid prior to conveying the property to Toll Southeast (¶24(B)), falsely represented title insurance would be available (¶24(D) and Exhibit C), and failed to protect Transocean's financial interests by not procuring title insurance (¶24(E)).

Transocean either was or should have been aware of these allegations giving rise to a claim for legal malpractice more than three years before the Complaint was filed. Any claims related to the title insurance should have been discovered in 2007 (the referenced exhibits) or in 2015 when Transocean sold the Subject Property.

Defendant Page was not involved in the sale to Toll Southeast, but to the extent Transocean alleges it did not receive funds due, it has only referenced the sum of $421,000 and that was associated with the March 2019 Transaction. If Transocean did not receive that sum it would have noticed immediately in March 2019 when Transocean entered into a new note and mortgage that gave rise to that payment. Further, Transocean executed and recorded an agreement on December 5, 2019, in which it acknowledged Sinacori made the payment and it received the payment. If Transocean did not receive the $421,000, it would have known by December 5, 2019.

Because the allegations on which Transocean relies to assert legal malpractice against Defendant Page either were or should have been discovered more than three years before this lawsuit was filed, the claim is barred by the statute of limitations.

5. This Court should dismiss Transocean's Breach of Contract claim because Transocean knew or should have discovered the allegations giving rise to the claim more than three years before Transocean filed suit.

In its Breach of Contract claim, Transocean alleges Defendants failed to perform their contract by not timely recording Transocean's mortgage, and by falsely representing they issued title insurance with Chicago Title Insurance Company. **Compl. ¶ 19**. Further, that by virtue of those breaches Transocean suffered actual damages of $421,000. **Compl. ¶ 21**.

Transocean was or should have been aware of these allegations outside of the statute of limitations. Transocean's mortgage for the 2015 Transaction was recorded in November 2016. **Ex. 2**. This was the only transaction Defendant Page was involved in, and the mortgage was recorded. That mortgage was satisfied when Transocean executed and recorded the mortgage satisfaction in March 2019. **Ex. 5.** There is no question Transocean knew or should have known about the 2015 Mortgage and its status more than three years before it filed suit.

In addition, the exhibits Transocean references for "falsely representing" title insurance are dated 2007 and show a policy in Transocean's name. Any claims related to the title insurance should have been discovered in 2007 (the referenced exhibits) or 2015 when Transocean sold the Subject Property and allegedly did not receive a title policy.

Finally, the assertion of $421,000 in actual damages is a reference to the amount that was intended to be paid to Transocean in March 2019 when it executed a new mortgage, note, and mortgage satisfaction. If Transocean was due that money and did not receive it in March 2019, there is no question it would have discovered the claim when the money was due. Further, the December 5, 2019 agreement Transocean references throughout the Complaint acknowledged Sinacori made the payment and Transocean received it. Thus, the breach of contract claim over the $421,000 payment is barred by the three-year statute of limitations.

Because Transocean's claim for Breach of Contract is based on allegations it knew or should have discovered more than three years before it filed suit, this Court should dismiss the Breach of Contract claim based on the statute of limitations.

6. This Court should dismiss Transocean's SCUTPA claim because Transocean knew or should have discovered those allegations giving rise to the claim more than three years before Transocean filed suit.

Claims under the South Carolina Unfair Trade Practice Act (SCUTPA) must be brought within three years after discovery. S.C. Code Ann. § 39-5-150. In its SCUTPA claim Transocean asserts the Defendants violated the act by "non payment of valid note and mortgage agreements during the combining and transfer of property." **Compl. ¶ 24**. Transocean asserts it was damaged by non-payment of $421,000. **Compl. ¶ 27**.

Transocean knew or should have known of these facts outside of the statute of limitations. Defendant Page was involved only in the December 2015 Transaction, and that mortgage was recorded in November 2016. **Ex. 2**. That same mortgage was satisfied in March 2019 when Transocean executed and recorded a mortgage satisfaction. **Ex. 5**. But even assuming Defendant Page was involved in the March 2019 Transaction, Transocean knew or should have known it was not paid $421,000 pursuant to the March 2019 mortgage and promissory note when it did not receive the funds after that transaction. It should have also known it did not receive the funds when it agreed in December 2019 that it did receive the funds from Sinacori. Because Transocean knew or should have known it did not receive the $421,000 as it should have in March 2019 or as acknowledged in December 2019, and that is the basis of its SCUTPA claim, this Court should dismiss the claim as outside the statute of limitations.

III. This Court should dismiss Transocean's claims for fraud, legal malpractice, and violation of SCUTPA because Transocean did not plead each element required for each claim for Defendant Page.

1. This Court should dismiss Transocean's claim for fraud because Transocean did not plead four of the nine elements with sufficient specificity under Rule 9, SCRCP.

To state a claim for fraud or fraudulent inducement, a plaintiff must prove the following elements "by clear, cogent, and convincing evidence: (1) a representation of fact; (2) its falsity; (3) its materiality; (4) either knowledge of its falsity or a reckless disregard of its truth or falsity; (5) intent that the representation be acted upon; (6) the hearer's ignorance of its falsity; (7) the hearer's reliance on its truth; (8) the hearer's right to rely thereon; and (9) the hearer's consequent or proximate injury." *Austin v. Stokes-Craven Holding Corp.*, 387 S.C. 22, 50, 691 S.E.2d 135, 149 (2010).

Further, pursuant to Rule 9(b), SCRCP, "[i]n all averments of fraud or mistake, the circumstances constituting fraud or mistake shall be stated with particularity." "A complaint is fatally defective if it fails to allege all nine elements of fraud." *Ardis v. Cox*, 314 S.C. 512, 515, 431 S.E.2d 267, 269 (Ct. App. 1993). Where the complaint omits allegations on any element of fraud, the trial court should grant the defendant's motion to dismiss the claim. *Id.*

Here, Transocean asserts Defendant Page operated under a conflict of interest and had duties and fiduciary obligations, by which she made "affirmative false representations" to

Transocean. **Compl. ¶12**. Also, Transocean alleges Defendant Page falsely issued title insurance coverage and directed Transocean to execute the December 2015 deed. **Compl. ¶14**. Transocean claims that the acts or omissions constitute materially false representations that Transocean's interest in the mortgage would be protected. **Compl. ¶¶15-16**. Last, Transocean asserts the title insurance representations were known to be false, material, and were relied upon. **Compl. ¶20**.

Transocean has failed to allege all elements of fraud with respect to Defendant Page with the particularity required by Rule 9. Transocean does not allege Defendant Page intended Transocean to rely on the representation (element 5), that Transocean was unaware that the representation was false (element 6), that Transocean had a right to rely on the representation (element 8), or that Transocean was proximately injured by relying on the representation (element 9). Because Transocean does not allege each of the nine elements of fraud with sufficient particularity, this Court should dismiss the fraud claim. *Ardis*, 314 S.C. at 515, 431 S.E.2d at 269.

2. This Court should dismiss Transocean's legal malpractice claim because Transocean does not allege facts showing it was proximately damaged by Defendant Page breaching some attorney duty to it.

To succeed on a claim for legal malpractice, a plaintiff must establish: (1) the existence of an attorney-client relationship; (2) a breach of duty by the attorney; (3) damage to the client; and (4) proximate causation of the damages. *Fabian v. Lindsay*, 410 S.C. 475, 483, 765 S.E.2d 132, 136 (2014).

In its legal malpractice claim, Transocean asserts all of the elements except for the element of damages proximately caused by Defendant Page's alleged breach. ***See*** **Compl. ¶¶ 23-24**. The failure to allege how Transocean was proximately damaged by Defendant Page's breach of duty renders the claim legally insufficient. Accordingly, this Court should dismiss the legal malpractice cause of action for failure to state sufficient facts.

3. This Court should dismiss Transocean's claim for violation of SCUTPA because it failed to allege how Defendant Page's actions affected the public interest or proximately caused damages.

To state a claim under SCUTPA, a plaintiff must show "(1) the defendant engaged in an unfair or deceptive act in the conduct of trade or commerce; (2) the unfair or deceptive act affected [the] public interest; and (3) the plaintiff suffered monetary or property loss as a result of the defendant's unfair or deceptive act(s)." *Health Promotion Specialists, LLC v. S.C. Bd. of Dentistry*, 403 S.C. 623, 638, 743 S.E.2d 808, 816 (2013) (quoting *Wright v. Craft*, 372 S.C. 1, 23, 640 S.E.2d 486, 498 (Ct. App. 2006)). A "deliberate or intentional breach of a valid contract, without more, does not constitute a violation of the Unfair Trade Practices Act." *Columbia E. Assocs. v. Bi-Lo, Inc.*, 299 S.C. 515, 522, 386 S.E.2d 259, 263 (Ct. App. 1989) (affirming trial court dismissal of SCUTPA claim based on breach of commercial lease agreement).

SCUTPA makes unlawful "unfair or deceptive acts or practices in the conduct of any trade or commerce." S.C. Code Ann. § 39-5-20(a). "Unfair" acts are acts that offend public policy or are immoral, unethical, or oppressive. *Bessinger v. Bi-Lo, Inc.*, 366 S.C. 426, 432, 622 S.E.2d 564, 567 (Ct. App. 2005). "Deceptive" acts are acts that have a tendency to deceive. *Health Promotion Specialists, LLC v. S.C. Bd. of Dentistry*, 403 S.C. 623, 638, 743 S.E.2d 808, 816 (2013).

"The legislature intended in enacting [SCUTPA] to control and eliminate 'the large scale use of unfair and deceptive trade practices within the state of South Carolina.'" *Noack Enterprises, Inc. v. Country Corner Interiors of Hilton Head Island, Inc.*, 290 S.C. 475, 477, 351 S.E.2d 347, 349 (Ct. App. 1986) (quoting Note, *Consumer Protection and the Proposed "South Carolina Unfair Trade Practices Act*," 22 S.C.L.REV. 767, 787 (1970)). This is why SCUTPA requires the unfair or deceptive act to affect the people of South Carolina. *Id.* The purpose of the limitation is to circumscribe the "kind of trade or commerce" that can serve as a basis for a SCUTPA claim.

Id. “An unfair or deceptive act or practice that affects only the parties to a trade or a commercial transaction is beyond the act’s embrace . . . .” *Id.* at 479, 351 S.E.2d at 349-50.

Here, Transocean alleges Defendants engaged in unfair and deceptive acts, specifically by not paying a note and mortgage when combining and transferring the Subject Property. **Compl. ¶ 24**. Transocean asserts the conduct was repeated because, with the assistance of Jones and Page, Sinacori transferred the property three times without paying the note and mortgage. **Compl. ¶ 25**. Transocean claims that the conduct affects commerce like mortgage financing and was deliberate to avoid Sinacori paying the note and mortgage. **Compl. ¶ 26**. Last, Transocean asserts that it suffered the loss of lands and was injured financially due to non-payment of the $421,000. **Compl. ¶ 27**.

Transocean’s allegations are insufficient to state a SCUTPA claim against Defendant Page. There are no allegations how any actions of Defendant Page affect the public interest or proximately damaged Transocean. Transocean’s claim is nothing more than a disguised breach of contract claim. Essentially, Transocean is complaining that Sinacori did not pay it the $421,000 it was due under the 2019 note and mortgage. That is a breach of contract. A breach of contract affects only the parties to the transaction and is not sufficient to affect the public interest for a SCUTPA claim. Because the allegations amount to a breach of contract between two parties, and Transocean does not otherwise plead how Defendant Page’s actions repeated, the public interest is not affected and the claim should be dismissed.

Further, Transocean does not allege Defendant Page was a party to that contract, or otherwise allege she was responsible for Sinacori or his entities paying under the 2019 note and mortgage. The non-payment of the $421,000 is the source of Transocean’s alleged damages. Because Transocean did not allege that Defendant Page was a party to the contract or had a responsibility to ensure payment, Transocean has failed to state how Defendant Page has proximately caused Transocean any damages under its SCUTPA claim. Without alleging Defendant Page proximately caused damages, Transocean had failed to state a claim against her and the claim should be dismissed.

Conclusion

This Court should dismiss Transocean's claims against Defendant Page because Transocean did not file a contemporaneous expert affidavit with the claims that sound in professional negligence. In addition, the claims are barred by the three year statute of limitations because Page was not involved after the 2015 Transaction and Transocean knew or should have known about the facts giving rise to the claims against Defendant Page when it entered into a new agreement with Sinacori and satisfied its 2015 mortgage. At the very least, Transocean's claims for fraud, legal malpractice, and violation of SCUTPA should be dismissed for failure to state every element with respect to Defendant Page.

Ultimately, the claims in the Complaint against Defendant Page are contrary to reality, the documents Transocean filed with the Complaint, and recorded documents that are readily available.

This 22nd day of May, 2024.

Respectfully submitted,

COPELAND, STAIR, VALZ & LOVELL, LLP

By: *s/Skyler C. Wilson*
DOUGLAS W. MACKELCAN
State Bar No.: 76332
SKYLER C. WILSON
State Bar No.: 102865
Attorneys for Defendant Lisa A. Page

40 Calhoun Street, Suite 400
Charleston, SC 29401
dmackelcan@csvl.law
swilson@csvl.law
Ph: (843) 727-0307

RECORDED THIS 14th DAY
OF JANUARY, 2016
IN BOOK 2015 PAGE S-1

Cheryl M. Morgan
Auditor, Lancaster County, SC

LANCASTER COUNTY, SC	
2015019364	DEED
RECORDING FEES	$10.00
STATE TAX	$4995.90
COUNTY TAX	$2113.65
PRESENTED & RECORDED	
12-21-2015	11:29 AM
JOHN LANE	
REGISTER OF DEEDS	
LANCASTER, COUNTY SC	
By: JOHN LANE	
BK:DEED 934 PG:145-147	

Return to:
FrickTrent, PLLC
727 Dilworth Lane, Ste 201
Rock Hill, SC 29732

LANCASTER COUNTY ASSESSOR
Tax Map:
0005 00 002 00

STATE OF SOUTH CAROLINA)
) **TITLE TO REAL ESTATE**
COUNTY OF LANCASTER)

KNOW ALL PERSONS BY THESE PRESENTS, THAT **Transocean Investments, Inc.** ("GRANTOR") in the State and County aforesaid, for and in consideration of the sum of One Million Nine Hundred Twenty One Thousand Five Hundred and NO/100 DOLLARS (U.S.) **($1,921,500.00)** to it in hand paid at and before the sealing of these presents by **Sinacori Builders, LLC** ("GRANTEE"), of *PO Box 471785, Charlotte, NC 282471785* in the State aforesaid for which the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said GRANTEE, his Heirs and Assigns, forever, in fee simple, the following described real property, to wit:

All that certain piece, parcel or tract of land lying, being and situate on both sides of S.C. Highway 64 (Harrisburg Road), south of the North Carolina/South Carolina state line, Indian Land Township, Lancaster County, South Carolina approximately containing 21.65 acres, including rights of way, and being shown and described on plat of survey entitled "Property of Ms. Smiley P. Richardson" dated April 4, 1987, made by Sidney M. Sandy, NCRLS, recorded as Plat No. 8790, Office of the Register of Deeds for Lancaster County, South Carolina, which plat is by reference incorporated herein.

Derivation: This being the same property conveyed to Transocean Investments, Inc. by Deed from E. Keith Richardson, Donald W. Richardson and Fred L. Richardson dated December 12, 2007 and recorded December 13, 2007 in Deed Book 439 page 126 in the Register of Deeds Office, Lancaster County, South Carolina.

Property address: 21.65 Acres, Harrisburg Road, Lancaster County, South Carolina

Parcel ID: #0005-00-002.00

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said GRANTEE his Heirs and Assigns, forever, in fee simple.

AND, the GRANTOR does hereby bind itself and its Successors and Assigns, to warrant and forever defend, all and singular, the said Premises unto the said GRANTEE, his Heirs and Assigns, against its Successors and Assigns, and all persons whomsoever now and hereafter lawfully claiming, or to claim the same or any part thereof.

Return to:
FrickTrent, PLLC
727 Dilworth Lane, Ste 201
Rock Hill, SC 29732

WITNESS Grantor's hand and Seal this 16th day of December, 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESSES:

Tracy Frick
Signature 1st Witness
Typed Name:

[signature]
Signature 2nd Witness or Notary Public
Typed Name:

GRANTOR:
TRANSOCEAN INVESTMENTS, INC.

By: Jason B. Vick
Jason B. Vick
Its: Member/Manager

STATE OF SC)
)
COUNTY OF York)

ACKNOWLEDGMENT

I, the undersigned Notary Public do certify that Jason B Vick, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Transocean Investments, Inc., by Jason B. Vick, its Member/Manager.

Witness my official seal this the 16th day of December, 2015.

[signature]
Notary Public for SC
My Commission Expires: 5-15-23

Tracy Frick
Signature 1st Witness

TIMOTHY ANDRUS
MY COMMISSION EXPIRES
NOTARY PUBLIC
MAY 15, 2023
STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA)
) AFFIDAVIT
COUNTY OF YORK)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is 21.65 acres, more or less, **Fort Mill, SC** and bears York County Tax Map Number **0005-00-002.00**; and was transferred by **Transocean Investments, Inc., TO Sinacori Builders, LLC.**
3. Check one of the following: The deed is
   a) __X__ Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   b) _____ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   c) _____ Exempt from the deed recording fee because ____________________________________. (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked:
   a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of **$1,921,500.00**.
   b) The fee is computed on the fair market value of the realty which is $__________________.
   c) The fee is computed on the fair market value of the realty as established for property tax purposes which is $____________________.

5. Check yes _____ or no _X_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is: $____________________.

6. The deed recording fee is computed as follows:

a)	Place the amount listed in item 4 above here:	**$1,921,500.00**____
b)	Place the amount listed in item 5 above here:	_____N/A_____
c)	Subtract Line 6(b) from Line 6(a) and place Result here:	**$1,921,500.00**____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is $ 7,109.55 .

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: settlement agent.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more that one thousand dollars or imprisoned not more that one year, or both.

____
Responsible Person Connected with the Transaction

Lisa A Page
Print or Type Name Here

SWORN to before me this 18 day of December, 2015.

____
Notary Public for Mecklenburg
My commission expires: 6-30-20

CHRISTOPHER MILLER
Notary Public
Mecklenburg County
My Commission Expires
06/30/2020
NORTH CAROLINA

LANCASTER COUNTY, SC
2016016152 MORTGAGE
RECORDING FEES $10.00
STATE TAX $0.00
COUNTY TAX $0.00
PRESENTED & RECORDED
11-02-2016 10:21 AM
JOHN LANE
REGISTER OF DEEDS
LANCASTER, COUNTY SC
By: CANDICE PHILLIPS
BK:MORT 3254 PG:1-4

State of South Carolina)
)
County of Lancaster)

MORTGAGE OF REAL ESTATE
(Purchase Money)

NOW, KNOW ALL MEN BY THESE PRESENTS, that Carolina Land Venture NC, LLC (hereinafter referred to as "Mortgagor"), for and in consideration of the indebtedness outstanding under that certain Promissory Note (as amended, renewed and replaced from time to time, the "Note") dated of even date herewith in the face principal amount of up to $1,621,500.00 payable by Mortgagor in favor of Transocean, Inc. (hereinafter referred to as "Mortgagee") and also in consideration of the further sum of Three Dollars ($3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the signing, sealing and delivery of these presents (the receipt of which is hereby acknowledged), has mortgaged, granted, bargained, sold and released, and by these presents does mortgage, grant, bargain, sell and release unto the Mortgagee and Mortgagee's successors and assigns, the real property described in Exhibit A attached hereto (said real property being herein referred to as the "premises").

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular the premises unto the Mortgagee and Mortgagee's successors and assigns forever.

AND Mortgagor does hereby bind itself and its successors, heirs, executors, and administrators to warrant and forever defend all and singular the said premises unto Mortgagee, his successors and assigns, for and against its successors, heirs, executors, administrators, and assigns lawfully claiming, or to claim the same, or any part thereof.

AND the Mortgagor covenants that it is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant, bargain, sell and release the premises unto Mortgagee and the premises are unencumbered except for encumbrances of record.

AND IT IS AGREED, that the Mortgagor shall keep all buildings and improvements erected on the premises insured against loss and damage by fire and other casualties for the benefit of the Mortgagee, for an amount not less than shall be reasonably approved by Mortgagee, with such insurance company as shall be approved by the Mortgagee, and the Mortgagor shall deliver the policy to the Mortgagee with said policy to name Mortgagee and its successors and assigns as a party in interest under a standard insurance mortgagee clause; and in default thereof, the Mortgagee may effect such insurance, and reimburse itself under this Mortgage for the expense thereof. Any such amounts expended by Mortgagee shall be added to the principal amount due under the Note and shall be immediately due and payable by Mortgagor. And it is further agreed, in the event any amount is payable as a result of loss covered by said insurance policy or by other insurance and/or contribution between insurers, that the Mortgagee shall be entitled to receive from the aggregate of the insurance monies a sum equal to the amount of indebtedness secured by this Mortgage or a lesser amount if such amount is not sufficient to fully pay this Mortgage.

AND IT IS AGREED, that Mortgagee shall be entitled, to the extent not prohibited by applicable law, to the proceeds of any eminent domain or condemnation action with respect to the said premises brought by a governmental entity or of any settlement made as a result of any such action or threatened action. All such proceeds shall be applied to amount of indebtedness secured by this Mortgage.

AND IT IS AGREED, that if the Mortgagor shall fail to pay all taxes and assessments on the premises when they shall first become due and payable, then the Mortgagee may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse itself under this Mortgage for the sum so paid. Any such amounts expended by Mortgagee shall be added to the principal amount due under the Note and shall be immediately due and payable by Mortgagor.

AND IT IS AGREED, that (subject to any required notice provisions in the Note or herein) (1) upon any default being made in the payment of the Note, subject to any applicable grace periods within said Note, (2) upon the failure to pay any other indebtedness which constitutes a lien upon the premises, or (3) upon the breach of any agreement, covenant or representation made under this Mortgage, then the entire amount of the debt secured hereby shall become immediately due and payable, at the option of the Mortgagee, although the period for the payment thereof may not then have matured. Provided, however, if any agreement covenant or representation made under this Mortgage shall be the cause of any such default, Mortgagee shall provide Mortgagor with notice of such default and shall afford Mortgagor with (30) days from the date such notice is received by

Mortgagor to cure any such default prior to taking any collection action.

AND IT IS AGREED, that should legal proceedings be instituted for the collection of the debt secured hereby, then the Mortgagee shall have the right to have a receiver appointed of the rents and profits of the premises, who, after deducting all charges and expenses attending such proceedings, and the execution of the trust as receiver, shall apply the residue of the rents and profits towards the payment of the debt secured hereby.

AND IT IS AGREED, that should legal proceedings be instituted for the foreclosure of this Mortgage, or should the Mortgagee become a party to any action by reason of this Mortgage, or should the debt secured hereby be placed in the hands of an attorney at law for collection, by suit or otherwise, all costs and expenses incurred by the Mortgagee, including a reasonable attorney's fee, shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

AND IT IS AGREED that Mortgagee shall have all the rights and remedies available under applicable law to a mortgagee of real property.

AND, IT IS FURTHER AGREED, that the lien of this Mortgage shall secure the existing indebtedness under the Note, plus interest thereon, attorney's fees and court costs.

AND IT IS AGREED, that Mortgagee shall grant partial releases of the lien of this Mortgage from time to time as provided in the Note.

PROVIDED ALWAYS, NEVERTHELESS, that if the Mortgagor shall well and truly pay, or cause to be paid, the indebtedness hereby secured and owed unto the Mortgagee, then this Mortgage shall cease and Mortgagee shall satisfy it of record; otherwise it shall remain in full force and effect.

The maturity date of the Note secured hereby is not later than December 18, 2018.

Mortgagee shall release portions of the subject real property pursuant to the terms of the Note secured hereby.

NOTWITHSTANDING ANY PROVISION IN THIS MORTGAGE OR IN THE NOTE SECURED HEREBY, TO THE CONTRARY, MORTGAGEE'S SOLE RECOURSE IN THE EVENT OF A DEFAULT HEREUNDER OR THEREUNDER BY MORTGAGOR, SHALL BE THE FORECLOSURE OF THIS MORTAGE.

The laws of South Carolina provide that in certain real estate foreclosure proceedings a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THEJUDICIAL FORECLOSURE SALE WILL BE APPLIED TO ANY APPRAISED THE DEBT REGARDLESS VALUE OF THE MORTGAGED PROPERTY.

THIS IS A PURCHASE MONEY MORTGAGE, MORTGAGOR HAVING SOLD THE PROPERTY DESCRIBED HEREIN AND PROVIDED SELLER FINANCING FOR A PROTION OF THE PURCHASE PRICE.

WITNESS the hand and seal of the Mortgagor this 14th day of December, 2015.

SIGNED, SEALED AND DELIVERED
in the presence of:

Signature of 1st Witness

Signature of 2nd Witness

MORTGAGOR:
Carolina Land Venture NC, LLC

By: ____________ (Seal)
Its: Manager

State of North Carolina)
)
County of Mecklenburg)

PROBATE

PERSONALLY APPEARED BEFORE ME (the undersigned Notary Publice) the within-named Russell Simacori as Manager of Carolina Land Venture NC, LLC , who did acknowledge that (s)he did sign, seal, and as his/her act and deed, deliver the within-written Mortgage of Real Estate.

SWORN to before me this 14 day of December ,2015.

Ramona A. Neal

Notary Public for the State of North Carolina My Commission Expires: January 30, 2016

(Affix Notary Seal or Stamp)

Ramona A. Neal Notary Public Mecklenburg County State of North Carolina

EXHIBIT A

All that certain piece, parcel or tract of land lying, being and situate on both sides of S.C. Highway 64 (Harrisburg Road), south of the North Carolina/South Carolina state line, Indian Land Township, Lancaster County, South Carolina approximately containing 21.65 acres, including rights of way, and being shown and described on plat of survey entitled "Property of Ms. Smiley P. Richardson" dated April 4, 1987, made by Sidney M. Sandy, NCRLS, recorded as Plat No. 8790, Office of the Register of Deeds for Lancaster County, South Carolina, which plat is by reference incorporated herein.

Derivation: This being the same property conveyed to Transocean Investments, Inc. by Deed from E. Keith Richardson, Donald W. Richardson and Fred L. Richardson dated December 12, 2007 and recorded December 13, 2007 in Deed Book 439 page 126 in the Register of Deeds Office, Lancaster County, South Carolina.

Property address: 21.65 Acres, Harrisburg Road, Lancaster County, South Carolina

Parcel ID: #0005-00-002.00

LANCASTER COUNTY ASSESSOR
Tax Map:
0005 00 002 00

RECORDED THIS 19th DAY
OF MARCH, 2019
IN BOOK 00 PAGE 00

Auditor, Lancaster County, SC
Susan D. Hunter Wallace

2019003749
DEED
RECORDING FEES $12.00
STATE TAX $0.00
COUNTY TAX $0.00
PRESENTED & RECORDED:
03-19-2019 03:02 PM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: JOHN LANE REGISTER
BK:DEED 1218
PG:160-165

Drawn out of state by and mail to:
Redding Jones, PLLC
2907 Providence Road, Suite A303
Charlotte, NC 28211

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **SINACORI BUILDERS, LLC**, a North Carolina limited liability company **("Grantor")**, in consideration of the sum of NO CONSIDERATION, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents, does hereby grant, bargain, sell and release unto **CHATEAU RIDGE, LLC**, a South Carolina limited liability company **("Grantee")**, subject to the Permitted Exceptions described on Exhibit B attached hereto and incorporated herein by this reference, and Grantee's successors and assigns forever, the following described property:

All those parcels, tracts or lots located in Lancaster County, South Carolina as set forth on **Exhibit A**.

TMS: 0005-00-002.00

Grantee Address: 1430 Richland Street, Suite B, Columbia, SC 29201

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining;

TO HAVE AND TO HOLD all and singular the said premises before-mentioned unto the said Grantee, and the Grantee's successors and assigns forever. And the Grantor do hereby bind the Grantor and the Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee and the Grantee's successors and assigns against every person lawfully claiming or to claim the same or any part thereof by, through or under Grantor, except as to the Permitted Exceptions to title set forth on **Exhibit B**, which is attached hereto and incorporated herein.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals, or, if corporate, has caused this Deed to be executed by its duly authorized officers and its seal to be hereunto affixed, this 14th day of March, 2019.

SIGNED, Sealed and Delivered in the Presence of:

Print Name: Josh Stone
Witness #1

Print Name: Kent D Jones
Witness #2

GRANTOR:

SINACORI BUILDERS, LLC,
a North Carolina limited liability company

By: _______________ (SEAL)
Russ Sinacori, Manager

STATE OF North Carolina)
)
COUNTY OF Mecklenburg)

ACKNOWLEDGEMENT

I, Ty K. McTier, a Notary Public for the State of North Carolina, do hereby certify that Russ Sinacori, Manager of Sinacori Builders, LLC, a North Carolina limited liability company, personally appeared before me and acknowledged the due execution of the foregoing Deed this 14th day of March, 2019.

SWORN to before me this 14th day of March, 2019.

_______________ (SEAL)
NOTARY PUBLIC FOR ~~Ty K. McTier~~ Mecklenburg, NC

Print Name Of Notary Public Ty K. McTier

My Commission Expires: 12/16/2020

Ty K. McTier
NOTARY
PUBLIC
MECKLENBURG COUNTY, NC
Exp. 12/16/2020

EXHIBIT A

LEGAL DESCRIPTION

All that certain piece, parcel or tract of land lying, being and situate on both sides of S.C. Highway 64 (Harrisburg Road), south of the North Carolina/South Carolina state line, Indian Land Township, Lancaster County, South Carolina approximately containing 21.65 acres, including rights of way, and being shown and described on plat of survey entitled "Property of Ms. Smiley P. Richardson" dated April 4, 1987, made by Sidney M. Sandy, NCRLS, recorded as Plat No. 8790, Office of the Register of Deeds for Lancaster County, South Carolina, which plat is by reference incorporated herein.

LESS AND EXCEPT ALL of all of that certain parcel as shown as Tract B containing approximately 1.298 acres as shown in that certain map thereof recorded in Plat Book 2015, Page 967 in the Office of the Register of Deeds for Lancaster County, South Carolina.

Derivation: This being the same property conveyed to Sinacori Builders, LLC by Deed from Transocean Investments, Inc. recorded December 16, 2015 in Deed Book 934, page 145 in the Register of Deeds Office, Lancaster County, South Carolina.

TMS: 005-00-002.00

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for the year 2019 and subsequent years, not yet due and payable.
2. All applicable zoning ordinances.
3. All valid and subsisting restrictions, reservations, covenants, rights of ways and easements, if any of record without reimposing any of the same.

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF LANCASTER)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property having Lancaster County TMS # 0005-00-002.00 is being transferred by Sinacori Builders, LLC to Chateau Ridge, LLC, on March _____, 2019.

3. Check one of the following: The deed is subject to the deed recording fee as a transfer for consideration paid or to be

(a) ____________ paid in money or money's worth.

(b) ____________ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _____✓_____ exempt from the deed recording fee because (See Information section of affidavit): #4 . If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ___________ or No _________

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

(a) _____✓_____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $0.00.

(b) ____________ The fee is computed on the fair market value of the realty which is ______________

(c) ____________ The fee is computed on the fair market value of the realty as established for property tax purposes which is ______________

5. Check Yes ________ or No ____✓____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is: ______________________________

6. The deed recording fee is computed as follows:
(a) Place the amount listed in item 4 above here: $0.00.
(b) Place the amount listed in item 5 above here: $0.00.
(If no amount is listed, place zero here.)
(c) Subtract Line 6(b) from Line 6(a) and place result here: $0.00.

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $0.00.

8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or

imprisoned not more than one year, or both.

Grantor:

SINACORI BUILDERS, LLC,
a North Carolina limited liability company

By: ______________________
Russ Sinacori, Manager

SWORN to before me this 14th day of March, 2019.

______________________ (SEAL)
Notary Public for Mecklenburg, NC

Ty K. McTier
Print Name Of Notary Public

My Commission Expires: 12/16/2020

Ty K. McTier
NOTARY
PUBLIC
Exp. 12/16/2020
MECKLENBURG COUNTY, NC

...UTH CAROLINA)
MORTGAGE OF REAL ESTATE
...ANCASTER)

...ALL MEN BY THESE PRESENTS, that Sinacori Builders, LLC (hereinafter referred to as "Borrower"), has made that certain Promissory Note (as amended, renewed and replaced from time to time, the "Note") dated of even date herewith evidencing a loan in the principal amount of up to $808,000.00 (the "Loan") payable by Borrower in favor of Transocean, Inc. (hereinafter referred to as "Mortgagee").

The undersigned Chateau Ridge, LLC, a South Carolina limited liability company ("Mortgagor"), which is an affiliate of the Borrower, recognizes and agrees that it will derive a material benefit from the Loan and in consideration of the Loan and also in consideration of the further sum of Three Dollars ($3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the signing, sealing delivery of these presents (the receipt of which is hereby acknowledged), has mortgaged, granted, bargained, sold and released, and by these present, does mortgage, grant, bargain, sell and release unto Mortgagee and Mortgagee's successors and assigns, the real property described in Exhibit A attached hereto (said real property being herein referred to as the "Premises").

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said Premises belonging, or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular the Premises unto the Mortgagee and Mortgagee's successors and assigns forever.

AND Mortgagor does hereby bind itself and its successors, heirs, executors, and administrators to warrant and forever defend all and singular the said Premises unto Mortgagee, his successors and assigns, for and against its successors, heirs, executors, administrators, and assigns lawfully claiming, or to claim the same, or any part thereof.
AND the Mortgagor covenants that it is lawfully seized of the Premises hereby conveyed and has the right to mortgage, grant, bargain, sell and release the Premises unto Mortgagee. The lien of this Mortgage shall be a second lien on the Property and shall be subject and subordinate to the line of that mortgage (the "Senior Mortgage") in favor of AFF II RIDGE, LLC ("Senior Lender"), securing the repayment of a note in the amount of $3,850,000.00 (the "Senior Loan").

AND IT IS AGREED, that the Mortgagor shall keep all buildings and improvements, if any, erected on the Premises insured against loss and damage by fire and other casualties for the benefit of the Mortgagee, for an amount not less than shall be reasonably approved by Mortgagee, with such insurance company as shall be approved by the Mortgagee, and the Mortgagor shall deliver the policy to the Mortgagee with said policy to name Mortgagee and its successors and assigns as a party in interest under a standard insurance mortgage clause; and in default thereof, the Mortgagee may effect such insurance, and reimburse itself under this Mortgage for the expense thereof. Any such amounts expended by Mortgagee shall be added to the principal amount due under the Note and shall be immediately due and payable by Mortgagor. And it is further agreed, in the event any amount is payable as a result of loss covered by said insurance policy or by other insurance and/or contribution between insurers, that the Mortgagee shall be entitled to receive from the aggregate of the insurance monies a sum equal to the amount of indebtedness secured by this Mortgage or a lesser amount if such amount is not sufficient to fully pay this Mortgage.

AND IT IS AGREED, subject to the rights to the Senior Lender under the Senior Loan, that Mortgagee shall be entitled, to the extent not prohibited by applicable law, to the proceeds of any eminent domain or condemnation action with respect to the said Premises brought by a governmental entity or of any settlement made as a result of any such action or threatened action. All such proceeds shall be applied to the amount of indebtedness secured by this Mortgage.

AND IT IS AGREED, that if the Mortgagor shall fail to pay all taxes and assessments on the Premises when they shall first become due and payable, then the Mortgagee may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse itself under this Mortgage for the sum so paid. Any such amounts expended by Mortgagee shall be added to the principal amount due under the Note and shall be immediately due and payable by Mortgagor.

AND IT IS AGREED, that (subject to any required notice provisions in the Note or herein) (1) upon any default being made in the payment of the Note, subject to any applicable grace periods within said Note, (2) upon the failure to pay any other indebtedness which constitutes a lien upon the Premises, or (3) upon the breach of any agreement, covenant or representation made under this Mortgage, then the entire amount of the debt secured hereby shall become immediately due and payable, at the option of the Mortgagee, although the period for the payment thereof may not then have matured. Provided, however, if any agreement, covenant or representation made under this Mortgage shall be the cause of any such default, Mortgagee shall provide Mortgagor with notice of such default and shall afford Mortgagor with thirty (30) days from the date such notice is received by Mortgagor to cure any such default prior to taking any collection actions.

AND IT IS AGREED, that should legal proceedings be instituted for the collection of the debt secured hereby, then the Mortgagee shall have the right to have a receiver appointed to collect the rents and profits of the Premises, who, after deducting all charges and expenses attending such proceedings, and the execution of the trust as receiver, shall apply the residue of the rents and the profits towards the payment of the debt secured hereby.

AND IT IS AGREED, that should legal proceedings be instituted for the foreclosure of this Mortgage, or should the Mortgagee become a party to any action by reason of this Mortgage, or the debt secured hereby be placed in the hands of an attorney at law for collection, by suit or otherwise, all costs and expenses incurred by the Mortgagee, including a reasonable attorney's fee, shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

AND IT IS AGREED, that Mortgagee shall have all the rights and remedies available under applicable law to a mortgagee of real property.

AND, IT IS AGREED, that the lien of this Mortgage shall secure the existing indebtedness under the Note, plus interest thereon, attorney' fees and court costs.

AND IT IS AGREED, that if all or any of the Premises or any Interest in the Premises is sold or transferred (but excluding the Senior Mortgage or any grant of a security interest in the Premises as a part of any financing (or if Mortgagor is not a natural person and all of the beneficial interest in Mortgagor is sold or transferred) without Mortgagee's prior written consent, Mortgagee may require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if such exercise is prohibited by applicable law. If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given within which Borrower must pay all sums secured by this Mortgage. If Mortgagor fails to pay this sum prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage, without further notice or demand on Mortgagor. As used in this section, "Interest in the Premises" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond or deed, contract for deed, installment sales contract or escrow agreement, the intent of which is transfer of title by Mortgagor at a future date to a purchaser.

AND IT IS AGREED, by and between the parties that the obligations are secured by the Premises and various other collateral including, without limitation, at the time of execution of this Mortgage certain real and personal property of Mortgagor and other parties described in the Note. Mortgagor specifically acknowledges and agrees that the Premises, in and of itself, if foreclosed or realized upon would not be sufficient to satisfy the outstanding amount of the obligations. Accordingly, Mortgagor acknowledges that, to the fullest extent permitted by applicable law, it is in the Mortgagor's contemplation that the other collateral pledged to secure the obligations may be pursued by the Mortgagee in separate proceedings in the various states, counties and other countries where such collateral may be located and additionally that Mortgagor and other parties liable for payment of the obligations will remain liable for any deficiency judgments in addition to any amounts the Mortgagee may realize on sales of other property or any other collateral given as security for the obligations except as otherwise set forth in this Mortgage. Specifically, and without limitation of the foregoing, it is agreed that it is the intent of the parties hereto that in the event of a foreclosure of this Mortgage, the obligations shall not be deemed merged into any judgment of foreclosure, but rather shall remain outstanding. It is the further intent and understanding of the parties that the Mortgagee, following an event of default, may, to the fullest extent permitted by applicable law, pursue all of its collateral with the obligations remaining outstanding and in full force and effect notwithstanding any judgment of foreclosure or any other judgment which the Mortgagee may obtain.

AND IT IS AGREED, by and between the parties that the Property and the other collateral which may from time to time be encumbered by the Note and Mortgage may be located in more than one state, county or country and therefore Mortgagor, to the fullest extent permitted by applicable law, waives and relinquishes any and all rights it may have, whether at law or equity, to require the Mortgagee to proceed to enforce or exercise any rights, powers and remedies it may have under the Note and Mortgage in any particular manner, in any particular order, or in any particular state or other jurisdiction. Furthermore, Mortgagor acknowledges and agrees, to the fullest extent permitted by applicable law, that the Mortgagee shall be allowed to enforce payment and performance of the obligations and to exercise all rights and powers provided under this mortgage or the Note or under any provision of law, by one or more proceedings, (whether contemporaneous, consecutive or both) in any one or more states, counties or countries in which the security is located. To the fullest extent permitted by applicable law, neither the acceptance of this Mortgage or the Note nor the enforcement in one state, county or country, whether by court action, power of sale, or otherwise, shall prejudice or in any way limit or preclude enforcement of such documents through one or more additional proceedings, in that state or in any other state, county or country.

AND IT IS FURTHER AGREED, by and between the parties that to the fullest extent permitted by applicable law, that any particular remedy or proceeding, including, without limitation, foreclosure through court action (in a state or federal court) or power of sale, may be brought and prosecuted in the local or federal courts of any one or more states as to all or any part of the Premises or the collateral encumbered by the Note and Mortgage wherever located, without regard to the fact that any one or more prior or contemporaneous proceedings have been situated elsewhere with respect to the same or any other part of the Premises and the other collateral encumbered by the Note and Mortgage.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties, that if the Mortgagor does and shall well and truly pay, or cause to be paid, unto the Mortgagee, its/his successors, heirs and assigns, the debt or sum of money aforesaid, with interest thereon, and if any shall be due according to the true intent and meaning of the Note and this Mortgage, then this Mortgage shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of the deficiency owing in connection with the transaction. THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.

This Mortgage is given in the form of hypothecated security in that it is given to secure the debt of another, to wit: the Loan from Mortgagee to Borrower. CHATEAU RIDGE,LLC, as owner will derive a material and direct benefit from the loan evidenced by the Note and, in accordance therewith, agrees that such interest and benefit are sufficient consideration to support this Mortgage. In the event of a default by Borrower under any of the Loan Documents, Grantor expressly acknowledges, covenants, and agrees that Lender shall have all rights and remedies as set forth herein for default just as if Mortgagor had executed the Note. Further, in the event of default under the Note, it shall likewise be deemed an event of default hereunder giving rise to all rights and remedies as set forth herein for default. Mortgagor expressly agrees that, upon such default, beyond any notice and cure periods, Mortgagee may elect to enforce any rights and remedies which it may have under this Mortgage. The foregoing provisions are set forth and made by Mortgagor as an inducement to Mortgagee to extend the loan to Borrower evidenced by the Note.

The Note contains provisions that the Mortgage shall secure only the first $421,000.00 of the Note balance and that upon the payment of such $421,000.00 to Mortgagee, this Mortgage shall be cancelled and of no further force or effect. Within ten (10) days receipt of payment of such $421,000.00 amount, Mortgagee shall execute a release of this Mortgage in proper form for recording in the real property records of the County in which the Premises are located. In the event the Mortgagee fails to execute such release within the time frame specified, Mortgagee may file a release and satisfaction of this Mortgage.

[SIGNATURES TO FOLLOW]

WITNESS the hand and seal of the Mortgagor this 14th day of March, 2019.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

MORTGAGOR:

CHATEAU RIDGE, LLC

Signature of 1st Witness

By: ______________ [SEAL]
Russell Sinacori, Manager

Signature of 2nd Witness/Notary Public

State of North Carolina)
)
County of Mecklenburg)

Acknowledgement

I, Ty K. McTier, a Notary Public for the State of North Carolina, do hereby certify that Russell Sinacori, Manager of CHATEAU RIDGE, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 14th day of March, 20 19.
(SEAL)

Notary Public for NC
My Commission expires: 12/16/2020

Ty K. McTier
NOTARY
PUBLIC
EXP. 12/16/2020
MECKLENBURG COUNTY, NC

Signature of 1st Witness

EXHIBIT A

Description of the Property

All that certain piece, parcel or tract of land lying, being and situate on both sides of S.C. Highway 64 (Harrisburg Road), south of the North Carolina/South Carolina state line, Indian Land Township, Lancaster County, South Carolina approximately containing 21.65 acres, including rights of way, and being shown and described on plat of survey entitled "Property of Ms. Smiley P. Richardson" dated April 4, 1987, made by Sidney M. Sandy, NCRLS, recorded as Plat No. 8790, Office of the Register of Deeds for Lancaster County, South Carolina, which plat is by reference incorporated herein.

Derivation: This being the same property conveyed to Transocean Investments, Inc. by Deed from E. Keith Richardson, Donald W. Richardson and Fred L. Richardson dated December 12, 2007 and recorded December 13, 2007 in Deed Book 439 page 126 in the Register of Deeds Office, Lancaster County, South Carolina.

Property address: 21.65 Acres, Harrisburg Road, Lancaster County, South Carolina
Parcel ID: #0005-00-002.00

NJV

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

SATISFACTION OF MORTGAGE

The Undersigned having received payment of a Mortgage of Real Estate executed to it by Carolina Land Venture NC, LLC, a North Carolina limited liability company, securing the principal sum of ONE MILLION SIX HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED and NO/100 DOLLARS ($1,621,500) Dollars, said mortgage being dated December 14, 2015, recorded on November 2, 2016, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Mortgage Book 3254 at page(s) 1, the lien thereof is hereby discharged, and the Register of Deeds for Lancaster County, South Carolina, is hereby authorized and directed to satisfy or cancel said mortgage on the records contained in his office.

The Undersigned certified that it was the true owner and a holder of said mortgage and the same has not been assigned or transferred to any other party, person, persons, or corporation.

IN WITNESS WHEREOF, the Undersigned has caused these presents to be executed and delivered as of the 14 day of March, 2019.

TRANSOCEAN, INC.

By:
Name:
Title: Owner President

Witness #1

Witness #2

LANCASTER COUNTY, SC	
2019003825SATISFACTION MORTGAG	
RECORDING FEES	$5.00
STATE TAX	$0.00
COUNTY TAX	$0.00
PRESENTED & RECORDED	
03-20-2019	03:51 PM
JOHN LANE	
REGISTER OF DEEDS	
LANCASTER, COUNTY SC	
By: CANDICE PHILLIPS	
BK:MORT 3705 PG:308-309	

STATE OF North Carolina)
)
COUNTY OF Mecklenburg)

ACKNOWLEDGENT

I, the undersigned notary public, do hereby certify that Transocean, Inc., by Jason Vicks, its President personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 14th day of March, 2019.

Sworn to before me this 14th day of March, 2019.

Notary Public for the State of North Carolina
My Commission Expires: 2/11/2023
[NOTARIAL SEAL]

TYLER RHOADES
Notary Public
Mecklenburg
County
My Comm. Exp.
02-11-2023
NORTH CAROLINA

2020003952
MORTGAGE NO CHARGE
RECORDING FEES $0.00
PRESENTED & RECORDED:
03-10-2020 04:17:19 PM
BRITTANY GRANT
REGISTER OF DEEDS
LANCASTER COUNTY, SC
BY: STEPHANIE KNIGHT
BK: MORT 3945
PG: 286 - 291

LANCASTER COUNTY, SC
2020003945 MEMORANDUM
RECORDING FEES $10.00
STATE TAX $0.00
COUNTY TAX $0.00
PRESENTED & RECORDED
03-10-2020 03:53:35 PM
BRITTANY GRANT
REGISTER OF DEEDS
LANCASTER, COUNTY SC
By: STEPHANIE KNIGHT
BK:DEED 1314 PG:253-258

Prepared by and return to:

Redding Jones, PLLC
2907 Providence Road, Suite A303
Charlotte, NC 28211

STATE OF SOUTH CAROLINA

MEMORANDUM OF AGREEMENT

COUNTY OF LANCASTER

THIS MEMORANDUM OF AGREEMENT, made and entered into this 5 day of December, 2019 by Chateau Ridge, LLC, a South Carolina limited liability company (hereinafter referred to as "Chateau") and Transocean Inc., a Delaware corporation (hereinafter referred to as "Transocean").

WITNESSETH:

Chateau Ridge is the owner of approximately 21.65 acres of land located in Lancaster County, South Carolina, having PIN #0005-00-002.00, and more fully described on Exhibit A attached hereto (the "Chateau Property"); and

Chateau and Transocean are parties to that certain Promissory Note dated March 14, 2019 (the "Note"), pursuant to which Transocean made a loan to Sinacori Builders, LLC ("Sinacori") in the amount of $808,000.00 (the "Loan"); and

Pursuant to the Note an initial amount of $421,000.00 was to be paid to Transocean and the remaining $387,000.00 of the Loan balance was to be paid, if at all, from the proceeds of the sale of the Chateau Property, as described below; and

The parties have agreed to execute this memorandum to evidence the existence of the Note and the repayment terms set forth therein, and to bind the Chateau Property under the terms of the Note.

All terms, covenants and conditions contained in the Note are incorporated herein by reference. Capitalized terms, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Note. In the event of any conflict between this Memorandum of Agreement and the Note, the terms of the Note shall control.

1. Initial Payment. The parties hereby agree that the initial $421,000.00 payment required under the Note has been made by Sinacori and receipt is hereby acknowledged by Transocean.

2. Repayment of Balance of Loan. The parties agree that the operative provisions of the Note concerning potential payments owed to Transocean for the balance of the Loan are as follows:

"In the event the Borrower has made payment described in subsection 1 above, the outstanding balance after payment is Three Hundred and Eighty Seven Thousand dollars ($387,000.00)(the "Remaining Balance"). In consideration for the inducement for the amendment and modification the Borrower agrees that if the subject Project sells at a purchase price in excess of $5,800,000.00 plus regular closing costs, including brokerage commissions, transfer taxes and attorney's fees (collectively, the "Target Price"), Lender shall be entitled to One Hundred Percent (100%) of the net proceeds of sale in excess of the Target Price to be applied to the Remaining Balance. Lender agrees that Borrower may sell the Property for any amount that Borrower deems appropriate, provided, Borrower will attempt to sell the property at the highest price based on market conditions and there is no guaranty that the Property will sell for an amount in excess of the Target Price. Borrower will use reasonable efforts to sell the Property on or before December 31, 2019 and at such sale, if there are sufficient proceeds in excess of the Target Price, the Remaining Balance will be paid on or before December 31, 2019."

For purposes of the foregoing provisions, Sinacori is the "Borrower" and Transocean is the "Lender".

The parties acknowledge that any references to the date December 31, 2019, in the note were intended only as a target date for repayment and such date shall not be deemed a maturity date for payment of the Note nor shall such date trigger any right of Lender to make demand for payment. In the event the sale of the Property occurs after December 31, 2019, the provisions of this Memorandum of Agreement shall continue in full force and effect until such time as the sale occurs.

3. Sale of Property. Chateau and Sinacori agree that prior to the sale of the property, they will provide Transocean with a copy of the proposed closing statement for the sale of the Chateau Property showing the purchase price, seller closing costs, and the total net proceeds to be paid to Chateau. Transocean shall be entitled to receive any proceeds due to Chateau Ridge or Sinacori in excess of the Target Price. In the event there are no proceeds due to Chateau or Sinacori in in excess of the Target Price, then Transocean shall not be entitled to receive any proceeds of the sale of the Property and after the sale of the Chateau Property, the Loan shall be deemed satisfied and paid in full and the Note shall be of no further force or effect. Transocean agrees that upon the receipt of the closing statement Transocean shall promptly either: (i) send instructions to the closing agent for the payment of any net proceeds due Transocean under the Note including a statement of the amount to be paid corresponding to the closing statement amount; or (ii) in the event no net proceeds are owed to Transocean (as evidenced by the closing statement), Transocean shall execute and deliver a termination of this Memorandum of Agreement terminating this Memorandum of Agreement and fully releasing the Chateau Property form any effect of this Mamorandum of Agreement, the Note or the Loan. The failure of Transocean to execute a termination of this Memorandum of Agreement as required hereunder shall not affect the termination of this Agreement and such termination shall be deemed automatic upon either the sale of the Property for less than the Target Price or the payment of the net proceeds owed to Transocean in excess of the Target Price.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, the parties have each executed this instrument under seal as of the day and year first above written.

Witness 1: [signature]
Printed Name: D. Josh Stone

Witness 2: [signature]
Printed Name: Ty K. McTier

CHATEAU RIDGE, LLC

By: [signature]
Name: Russell Sinacori
Title: Manager

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Ty K. McTier, a Notary Public for said County and State, do hereby certify that Russ Sinacori, personally appeared before me this day and acknowledged that (s)he is Manager of Chateau Ridge, LLC, a South Carolina limited liability company, and that (s)he, being authorized to do so, executed the foregoing on behalf of said limited liability company.

Date: 12-5-19

[signature]
NOTARY PUBLIC

Print Name: Ty K. McTier

[Official Seal]

My Commission Expires: 12/16/2020

Ty K. McTier
NOTARY
PUBLIC
MECKLENBURG COUNTY, NC
Exp. 12/16/2020

Witness 1: ____________________
Printed Name: EDWARD H ESMONDE

Witness 2: ____________________
Printed Name: REECE SINACORI

SINACORI BUILDERS, LLC

By: ____________________
Name: RUSSELL SINACORI
Title: MANAGER

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Ramona Neal, a Notary Public for said County and State, do hereby certify that Russ Sinacori, personally appeared before me this day and acknowledged that (s)he is Manager of Sinacori Builders, LLC, a North Carolina limited liability company, and that (s)he, being authorized to do so, executed the foregoing on behalf of said limited liability company.

Date: December 12, 2019

____
NOTARY PUBLIC

Print Name: Ramona A. Neal

My Commission Expires: February 11, 2021

[Official Seal]

Ramona A. Neal
Notary
Public
Mecklenburg County
State of North Carolina

TRANSOCEAN, INC.

Witness 1: [signature]
Printed Name: [illegible]

By: [signature]
Name: Jason B. Vicks
Title: [illegible]

Witness 2: Bonnie E. Guinn
Printed Name: Bonnie Guinn

STATE OF SC
COUNTY OF York

I, Bonnie Guinn, a Notary Public for said County and State, do hereby certify that Jason Vicks, personally appeared before me this day and acknowledged that (s)he is President of Transocean, Inc., a Delaware corporation, a South Carolina limited liability company, and that (s)he, being authorized to do so, executed the foregoing on behalf of said limited liability company.

Date: 12-5-19

Bonnie E. Guinn
NOTARY PUBLIC

Print Name: Bonnie Guinn

[Official Seal]

My Commission Expires: 2-16-2028

BONNIE E. GUINN
Notary Public, State of South Carolina
My Commission Expires Feb. 16, 2028

ELECTRONICALLY FILED - 2024 May 22 11:04 AM - LANCASTER - COMMON PLEAS - CASE#2023CP2901144

EXHIBIT A

All that certain piece, parcel or tract of land lying, being and situate on both sides of S.C. Highway 64 (Harrisburg Road), south of the North Carolina/South Carolina slate line, Indian Land Township, Lancaster County, South Carolina approximately containing 21.65 acres, including rights of way, and being shown and described on plat of survey entitled "Property of Ms. Smiley P. Richardson" dated April 4, 1987, made by Sidney M. Sandy, NCRLS, recorded as Plat No. 8790, Office of the Register of Deeds for Lancaster County, South Carolina, which plat is by reference incorporated herein.

LESS AND EXCEPT ALL of all of that certain parcel as shown as Tract B containing approximately 1.298 acres as shown in that certain map thereof recorded in Plat Book 2015, Page 967 in the Office of the Register of Deeds for Lancaster County, South Carolina.

Derivation: This being the same property conveyed Chateau Ridge, LLC, by deed from Sinacori Builders, LLC dated March 14, 2019, and recorded March 19, 2019 in Deed Book 1218 page 160 in the Register of Deeds Office, Lancaster County, South Carolina.

Property address: 21.65 Acres, Harrisburg Road, Lancaster County, South Carolina
Parcel ID: #0005-00-002.00

RECORDED THIS 2nd DAY
OF DECEMBER, 2020
IN BOOK 00 PAGE 00

Susan D. Hunter Wallace
Auditor, Lancaster County, SC

LANCASTER COUNTY GIS
Tax Map:
0005 00 001 00
0005 00 001 01
0005 00 001 02
0005 00 002 00
0005 00 002 03
0006 00 010 01
0006 00 010 02
0006 00 010 03
0006 00 010 04

LANCASTER COUNTY, SC
2020019654 DEED
RECORDING FEES $15.00
STATE TAX $13357.50
COUNTY TAX $5651.25
PRESENTED & RECORDED
11-05-2020 09:53:10 AM
BRITTANY GRANT
REGISTER OF DEEDS
LANCASTER, COUNTY SC
By: TERRY PARKMAN
BK:DEED 1380 PG:220-230

Drawn out of state by:
Redding Jones, PLLC (KDJ)
2907 Providence Road, Suite A303
Charlotte, NC 28211

After recording return to:
Toll Bros., Inc.
19775 Belmont Executive Plaza
Ashburn, VA 20147
Attn: Michael R. Macaninch

STATE OF SOUTH CAROLINA)
) **TITLE TO REAL ESTATE**
COUNTY OF LANCASTER)

KNOW ALL MEN BY THESE PRESENTS, that **CHATEAU RIDGE, LLC**, a South Carolina limited liability company **(the "Grantor")**, in consideration of the sum of FIVE MILLION ONE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED and NO/100 Dollars ($5,137,500.00), the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents, does hereby grant, bargain, sell and release unto **TOLL SOUTHEAST LP COMPANY, INC.**, a Delaware corporation **("Grantee")**, subject to the Permitted Exceptions described on **Exhibit B** attached hereto and incorporated herein by this reference, and Grantee's successors and assigns forever, the following described property:

All those parcels, tracts or lots located in Lancaster County, South Carolina as set forth on **Exhibit A**.

TMS: 0005-00-002.00, 0005-00-001.01, 0005-00-001.02, 0005-00-001.00, 0006-00-010.04, 0006-00-010.03, 0006-00-010.01 and 0006-00-010.02

Grantee Address: 250 Gibraltar Road, Horsham, PA 19044

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining;

TO HAVE AND TO HOLD all and singular the said premises before-mentioned unto the said Grantee, and the Grantee's successors and assigns forever. And the Grantor do hereby bind the Grantor and the Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee and the Grantee's successors and assigns against every person lawfully claiming or to claim the same or any part thereof by, through or under Grantor, except as to the Permitted Exceptions to title set forth on **Exhibit B**, which is attached hereto and incorporated herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals, or, if corporate, has caused this Deed to be executed by its duly authorized officers and its seal to be hereunto affixed, this **27th** day of October, 2020.

SIGNED, Sealed and Delivered
in the Presence of:

Ariella DeLuca

Print Name: Ariella DeLuca
Witness #1

Print Name: Tyler Rhoades
Witness #2

GRANTOR:

CHATEAU RIDGE, LLC,
a South Carolina limited liability company

By:________________(SEAL)
Russell Sinacori, Manager

STATE OF NORTH CAROLINA)
) **ACKNOWLEDGEMENT**
COUNTY OF MECKLENBURG)

I, Kent Davis Jones, a Notary Public for the State of North Carolina, do hereby certify that Russell Sinacori, Manager of Chateau Ridge, LLC, a South Carolina limited liability company, personally appeared before me and acknowledged the due execution of the foregoing Deed this 27th day of October, 2020.

SWORN to before me this 27th day of October, 2020.

________________(SEAL)
NOTARY PUBLIC FOR North Carolina
Kent Davis Jones
Print Name Of Notary Public

My Commission Expires: 1/22/2022

KENT DAVIS JONES NOTARY PUBLIC EXP. 01/22/2022 MECKLENBURG COUNTY, NC

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, SITUATE, LYING AND BEING NEAR THE TOWN OF LANCASTER, IN THE COUNTY OF LANCASTER, STATE OF SOUTH CAROLINA, CONTAINING 56.781 ACRES, SHOWN AND DELINEATED ON AN ALTA/NSPS LAND TITLE SURVEY PREPARED FOR SINACORI BUILDERS, LLC BY R. JOE HARRIS & ASSOCIATES, INC, DATED MARCH 12, 2019; SAID PARCELS HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

COMMENCING AT NGS MONUMENT “M 103”, HAVING SC GRID COORDINATES OF NORTH=1,161,452.77, EAST=2,038,413.12, THENCE S26°01'52”E FOR A DISTANCE OF 4,330.05' TO A #5 RBF, SAID POINT BEING THE POINT OF BEGINNING (POB): THENCE, FROM THE POB, N78°09'13"E FOR A DISTANCE OF 291.02' TO A #5 RBS, THENCE N87°51'37"E FOR A DISTANCE OF 242.11' TO A #4 REBAR FOUND,THENCE N89°38'19"E FOR A DISTANCE OF 69.35' TO A #5 REBAR SET, THENCE S07°49'20"E FOR A DISTANCE OF 500.56' TO A #5 REBAR FOUND, THENCE S60°47'19"W FOR A DISTANCE OF 478.91' TO A 1” PIPE FOUND, THENCE S60°41'29"W FOR A DISTANCE OF 199.68' TO A #5 REBAR FOUND, THENCE S60°40'48"W FOR A DISTANCE OF 199.89' TO A 1” PIPE FOUND, THENCE S60°40'53"W FOR A DISTANCE OF 198.41' TO A #5 REBAR FOUND, THENCE S60°46'56"W FOR A DISTANCE OF 185.65' TO A #5 REBAR FOUND, THENCE S60°34'20"W FOR A DISTANCE OF 214.35' TO A 1” PIPE FOUND, THENCE S60°40'15"W FOR A DISTANCE OF 467.90' TO A #5 REBAR FOUND, THENCE N59°14'20"W FOR A DISTANCE OF 62.80', TO A #5 REBAR FOUND, THENCE N59°06'37"W FOR A DISTANCE OF 237.81' TO A #5 REBAR FOUND, THENCE N59°08'04"W FOR A DISTANCE OF 369.24' TO A #5 REBAR FOUND, THENCE N59°09'12"W FOR A DISTANCE OF 344.40' TO A A #5 REBAR FOUND, THENCE N59°08'26"W FOR A DISTANCE OF 183.60' TO A #5 REBAR FOUND, THENCE N58°53'33"W FOR A DISTANCE OF 55.68' TO A #5 REBAR FOUND, THENCE N58°54'04"W FOR A DISTANCE OF 241.84' TO A POINT IN THE CENTER OF CLEM'S BRANCH, THENCE, WITH CLEM'S BRANCH THE FOLLOWING 28 CALLS, 1)N84°33'58"E FOR A DISTANCE OF 18.47' TO A POINT 2)N81°58'33"E FOR A DISTANCE OF 40.74' TO A POINT 3)N83°25'49"E FOR A DISTANCE OF 28.14' TO A POINT 4)N63°19'15"E FOR A DISTANCE OF 28.86' TO A POINT 5)N26°20'02"E FOR A DISTANCE OF 86.42' TO A POINT 6)N32°40'41"E FOR A DISTANCE OF 74.43' TO A POINT 7)N76°59'49"E FOR A DISTANCE OF 47.20' TO A POINT 8)N08°48'07"E FOR A DISTANCE OF 66.42' TO A POINT 9)N43°40'18"E FOR A DISTANCE OF 67.07' TO A POINT 10)N33°46'02"E FOR A DISTANCE OF 38.16' TO A POINT 11)N39°23'03"E FOR A DISTANCE OF 41.37' TO A POINT 12)N59°13'44"E FOR A DISTANCE OF 50.49' TO A POINT 13)N41°48'36"E FOR A DISTANCE OF 49.67' TO A POINT 14)N27°21'58"E FOR A DISTANCE OF 35.54' TO A POINT 15)N46°03'34"E FOR A DISTANCE OF 40.02' TO A POINT 16)N75°52'38"E FOR A DISTANCE OF 27.56' TO A POINT 17)N84°22'10"E FOR A DISTANCE OF 56.85' TO A POINT 18)N65°39'30"E FOR A DISTANCE OF 74.77' TO A POINT 19)N42°11'13"E FOR A DISTANCE OF 30.24' TO A POINT 20)N30°27'20"E FOR A

DISTANCE OF 44.35' TO A POINT 21)N07°53'36"W FOR A DISTANCE OF 22.46' TO A POINT 22)N23°31'21"W FOR A DISTANCE OF 52.66' TO A POINT 23)N29°36'05"E FOR A DISTANCE OF 56.86' TO A POINT 24)N59°45'31"E FOR A DISTANCE OF 46.01' TO A POINT 25)N57°44'00"E FOR A DISTANCE OF 37.45' TO A POINT 26)N25°36'16"E FOR A DISTANCE OF 58.32' FEET TO A POINT 27)N36°09'53"E FOR A DISTANCE OF 25.19' TO A POINT ON A BRIDGE AT THE INTERSECTION OF CLEM'S BRANCH AND HARRISBURG ROAD (60' PUBLIC RIGHT OF WAY, THENCE, ALONG CENTER OF SAID ROAD, THE FOLLOWING 26 CALLS, 1)S53°28'22"E FOR A DISTANCE OF 37.20' TO A POINT 2)S53°55'40"E FOR A DISTANCE OF 46.07' TO A POINT 3)S51°00'36"E FOR A DISTANCE OF 44.74' TO A POINT 4)S55°48'04"E FOR A DISTANCE OF 41.39' TO A POINT 5)S55°20'38"E FOR A DISTANCE OF 31.73' TO A POINT 6)S54°56'27"E FOR A DISTANCE OF 54.84' TO A POINT 7)S56°01'28"E FOR A DISTANCE OF 50.77' TO A POINT 8)S58°55'14"E FOR A DISTANCE OF 51.88' TO A POINT 9)S60°54'21"E FOR A DISTANCE OF 54.42' TO A POINT 10)S63°36'22"E FOR A DISTANCE OF 50.63' TO A POINT 11)S66°41'36"E FOR A DISTANCE OF 50.47' TO A POINT 12)S69°30'50"E FOR A DISTANCE OF 50.41' TO A POINT 13)S72°08'07"E FOR A DISTANCE OF 50.11' TO A POINT 14)S74°02'32"E FOR A DISTANCE OF 46.69' TO A POINT 15)S76°35'18"E FOR A DISTANCE OF 58.47' TO A POINT 16)S79°20'16"E FOR A DISTANCE OF 57.23' TO A POINT 17)S81°44'53"E FOR A DISTANCE OF 55.28' TO A POINT 18)S84°36'43"E FOR A DISTANCE OF 54.34' TO A POINT 19)S87°49'37"E FOR A DISTANCE OF 52.96' TO A POINT 20)N89°26'46"E FOR A DISTANCE OF 56.26' TO A POINT 21)N88°01'02"E FOR A DISTANCE OF 27.66' TO A POINT 22)N86°40'51"E FOR A DISTANCE OF 54.13' TO A POINT 23)N84°27'49"E FOR A DISTANCE OF 48.17' TO A POINT 24)N84°30'38"E FOR A DISTANCE OF 54.44' TO A POINT 25)N86°15'13"E FOR A DISTANCE OF 53.28' TO A POINT 26)N88°32'10"E FOR A DISTANCE OF 23.54' TO A POINT, THENCE LEAVING SAID ROAD S70°06'42"W FOR A DISTANCE OF 189.64' FEET TO A #5 REBAR SET, THENCE N84°59'49"E FOR A DISTANCE OF 124.24' TO A #5 REBAR FOUND ON THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 22°07'39", HAVING A RADIUS OF 1095.92', AND WHOSE LONG CHORD BEARS S83°56'07"E FOR A DISTANCE OF 420.62' TO A #5 REBAR FOUND, THENCE S76°04'11"E FOR A DISTANCE OF 143.08' TO A #5 REBAR FOUND, THENCE N24°30'28"E FOR A DISTANCE OF 65.94' TO A #5 REBAR SET ON THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 03°26'02", HAVING A RADIUS OF 1178.92', AND WHOSE LONG CHORD BEARS N67°12'38"W FOR A DISTANCE OF 70.65' TO A #5 REBAR SET, THENCE N65°11'09"W FOR A DISTANCE OF 138.08' TO A #5 REBAR SET ON THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 02°41'51", HAVING A RADIUS OF 1195.92', AND WHOSE LONG CHORD BEARS N76°54'02"W FOR A DISTANCE OF 56.30' TO A #5 REBAR SET, THENCE N04°40'56"E FOR A DISTANCE OF 80.09' TO A #5 REBAR SET, THENCE N70°06'43"E A DISTANCE OF 92.60' TO THE POB, CONTAINING 56.781 ACRES, MORE OR LESS.

DERIVATION: Being the same property conveyed to the Grantor by the following deeds:

1. Limited Warranty Deed from Carmelo B. Sammataro and Julie S. Fisher, trustees of the Allene N. Moore Living Trust, u/a/d November 14, 2007, to Chateau Ridge, LLC, recorded in Book 1218, Page 124 of the Lancaster County Registry.
TAX MAP NUMBER 0005-00-001.00

2. Limited Warranty Deed from Julie S. Fisher, Trustee of the Julie S. Fisher Living Trust dated January 22, 2019, to Chateau Ridge, LLC, recorded in Book 1218, Page 129 of the Lancaster County Registry.
TAX MAP NUMBER 0005-00-001.02

3. Title to Real Estate from Shawn and Angela Ervin, to Chateau Ridge, LLC, recorded in Book 1218, Page 132 of the Lancaster County Registry.
TAX MAP NUMBER: 0006-00-010.04

4. Title to Real Estate from Gary and Patricia Moore, to Chateau Ridge, LLC, recorded in Book 1218, Page 139 of the Lancaster County Registry.
TAX MAP NUMBER 0005-00-001.01

5. Title to Real Estate from Betty W. Moore, to Chateau Ridge, LLC, recorded in Book 1218, Page 146 of the Lancaster County Registry.
TAX MAP NUMBER 0006-00-010.03 and 0006-00-010.02

6. Title to Real Estate from Jason and Teresa Moore, to Chateau Ridge, LLC, recorded in Book 1218, Page 153 of the Lancaster County Registry.
TAX MAP NUMBER 0006-00-010.01

7. Title to Real Estate from Sinacori Builders, LLC, to Chateau Ridge, LLC, recorded in Book 1218, Page 160 of the Lancaster County Registry.
TAX MAP NUMBER 0005-00-002.00

TOGETHER WITH THAT CERTAIN PARCEL OF REAL PROPERTY DESCRIBED AS FOLLOWS:

PARCEL 2:

BEING that certain portion of Tract B as shown on the plat recorded in Plat Book 2015, Page 967 in the Office of the Register of Deeds for Lancaster County, South Carolina ("Plat") located south of Harrisburg Road, as such road is shown on the Plat.

DERIVATION: Being the same property conveyed to the Grantor by the following deeds:

1. Quitclaim Deed from Sinacori Builders, LLC, a NorthCaolina limited liabilituy company to Chateau Ridge, LLC, recorded November 4, 2020 in Book **1380**, Page **17** of the Lancaster County Registry.

Being a portion of former TMS#5-00-002.00

SAID PARCEL 1 and PARCEL 2 ARE FURTHER DESCRIBED BY THE FOLLOWING COMPREHENSIVE METES AND BOUNDS DESCRIPTION AS TO WHICH NO WARRANTY OF TITLE IS MADE BY GRANTOR:

COMMENCING AT NGS MONUMENT "M 103", HAVING SC GRID COORDINATES OF NORTH=1,161,452.77, EAST=2,038,413.12, THENCE S26°01'52"E FOR A DISTANCE OF 4,330.05' TO A #5 RBF, SAID POINT BEING THE POINT OF BEGINNING (POB):

THENCE, FROM THE POB, N78°09'13"E FOR A DISTANCE OF 291.02' TO A #5 RBS, THENCE N87°51'37"E FOR A DISTANCE OF 242.11' TO A #4 REBAR FOUND, THENCE N89°38'19"E FOR A DISTANCE OF 69.35' TO A #5 REBAR SET, THENCE S07°49'20"E FOR A DISTANCE OF 500.56' TO A #5 REBAR FOUND, THENCE S60°47'19"W FOR A DISTANCE OF 478.91' TO A 1" PIPE FOUND, THENCE S60°41'29"W FOR A DISTANCE OF 199.68' TO A #5 REBAR FOUND, THENCE S60°40'48"W FOR A DISTANCE OF 199.89' TO A 1" PIPE FOUND, THENCE S60°40'53"W FOR A DISTANCE OF 198.41' TO A #5 REBAR FOUND, THENCE S60°46'56"W FOR A DISTANCE OF 185.65' TO A #5 REBAR FOUND, THENCE S60°34'20"W FOR A DISTANCE OF 214.35' TO A 1" PIPE FOUND, THENCE S60°40'15"W FOR A DISTANCE OF 467.90' TO A #5 REBAR FOUND, THENCE N59°14'20"W FOR A DISTANCE OF 62.80', TO A #5 REBAR FOUND, THENCE N59°06'37"W FOR A DISTANCE OF 237.81' TO A #5 REBAR FOUND, THENCE N59°08'04"W FOR A DISTANCE OF 369.24' TO A #5 REBAR FOUND, THENCE N59°09'12"W FOR A DISTANCE OF 344.40' TO A A #5 REBAR FOUND, THENCE N59°08'26"W FOR A DISTANCE OF 183.60' TO A #5 REBAR FOUND, THENCE N58°53'33"W FOR A DISTANCE OF 55.68' TO A #5 REBAR FOUND, THENCE N58°54'04"W FOR A DISTANCE OF 241.84' TO A POINT IN THE CENTER OF CLEM'S BRANCH, THENCE, WITH CLEM'S BRANCH THE FOLLOWING 28 CALLS, 1)N84°33'58"E FOR A DISTANCE OF 18.47' TO A POINT 2)N81°58'33"E FOR A DISTANCE OF 40.74' TO A POINT 3)N83°25'49"E FOR A DISTANCE OF 28.14' TO A POINT 4)N63°19'15"E FOR A DISTANCE OF 28.86' TO A POINT 5)N26°20'02"E FOR A DISTANCE OF 86.42' TO A POINT 6)N32°40'41"E FOR A DISTANCE OF 74.43' TO A POINT 7)N76°59'49"E FOR A DISTANCE OF 47.20' TO A POINT 8)N08°48'07"E FOR A DISTANCE OF 66.42' TO A POINT 9)N43°40'18"E FOR A DISTANCE OF 67.07' TO A POINT 10)N33°46'02"E FOR A DISTANCE OF 38.16' TO A POINT 11)N39°23'03"E FOR A DISTANCE OF 41.37' TO A POINT 12)N59°13'44"E FOR A DISTANCE OF 50.49' TO A POINT 13)N41°48'36"E FOR A DISTANCE OF 49.67' TO A POINT 14)N27°21'58"E FOR A DISTANCE OF 35.54' TO A POINT 15)N46°03'34"E FOR A DISTANCE OF 40.02' TO A POINT 16)N75°52'38"E FOR A DISTANCE OF 27.56' TO A POINT 17)N84°22'10"E FOR A DISTANCE OF 56.85' TO A POINT 18)N65°39'30"E FOR A DISTANCE OF 74.77' TO A POINT 19)N42°11'13"E FOR A DISTANCE OF 30.24' TO A POINT 20)N30°27'20"E FOR A DISTANCE OF 44.35' TO A POINT 21)N07°53'36"W FOR A DISTANCE OF 22.46' TO A POINT 22)N23°31'21"W FOR A DISTANCE OF 52.66' TO A POINT 23)N29°36'05"E FOR A DISTANCE OF 56.86' TO A POINT 24)N59°45'31"E FOR A DISTANCE OF 46.01' TO A POINT 25)N57°44'00"E FOR A DISTANCE OF 37.45' TO A POINT 26)N25°36'16"E FOR A DISTANCE OF 58.32' FEET TO A POINT 27)N36°09'53"E FOR A DISTANCE OF 25.19' TO A POINT ON A BRIDGE AT THE INTERSECTION OF CLEM'S BRANCH AND HARRISBURG ROAD (60' PUBLIC RIGHT OF WAY, THENCE, ALONG CENTER OF SAID ROAD, THE FOLLOWING 26 CALLS, 1)S53°28'22"E FOR A DISTANCE OF 37.20' TO A POINT 2)S53°55'40"E FOR A DISTANCE OF 46.07' TO A POINT 3)S51°00'36"E FOR A DISTANCE OF 44.74' TO A POINT 4)S55°48'04"E FOR A DISTANCE OF 41.39' TO A POINT 5)S55°20'38"E FOR A DISTANCE OF 31.73' TO A POINT 6)S54°56'27"E FOR A DISTANCE OF 54.84' TO A POINT 7)S56°01'28"E FOR A DISTANCE OF 50.77' TO A POINT 8)S58°55'14"E FOR A DISTANCE OF 51.88' TO A POINT 9)S60°54'21"E FOR A DISTANCE OF 54.42' TO A POINT 10)S63°36'22"E FOR A DISTANCE OF 50.63' TO A POINT 11)S66°41'36"E FOR A DISTANCE OF 50.47' TO A POINT 12)S69°30'50"E FOR A DISTANCE OF 50.41' TO A POINT 13)S72°08'07"E FOR A DISTANCE OF 50.11' TO A POINT 14)S74°02'32"E

FOR A DISTANCE OF 46.69' TO A POINT 15)S76°35'18"E FOR A DISTANCE OF 58.47' TO A POINT 16)S79°20'16"E FOR A DISTANCE OF 57.23' TO A POINT 17)S81°44'53"E FOR A DISTANCE OF 55.28' TO A POINT 18)S84°36'43"E FOR A DISTANCE OF 54.34' TO A POINT 19)S87°49'37"E FOR A DISTANCE OF 52.96' TO A POINT 20)N89°26'46"E FOR A DISTANCE OF 56.26' TO A POINT 21)N88°01'02"E FOR A DISTANCE OF 27.66' TO A POINT 22)N86°40'51"E FOR A DISTANCE OF 54.13' TO A POINT 23)N84°27'49"E FOR A DISTANCE OF 48.17' TO A POINT 24)N84°30'38"E FOR A DISTANCE OF 54.44' TO A POINT 25)N86°15'13"E FOR A DISTANCE OF 53.28' TO A POINT 26)N88°32'10"E FOR A DISTANCE OF 23.54' TO A POINT, THENCE LEAVING SAID ROAD S70°06'42"W FOR A DISTANCE OF 119.64' FEET TO A POINT, THENCE N84°42'05"E FOR A DISTANCE OF 71.50' TO A POINT ON THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 21°26'00", HAVING A RADIUS OF 1140.16', AND WHOSE LONG CHORD BEARS S82°32'14"E FOR A DISTANCE OF 424.03' TO A POINT, THENCE S76°36'22"E FOR A DISTANCE OF 130.77' TO A #5 REBAR FOUND, THENCE N24°30'28"E FOR A DISTANCE OF 65.94' TO A #5 REBAR SET ON THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 03°26'02", HAVING A RADIUS OF 1178.92', AND WHOSE LONG CHORD BEARS N67°12'38"W FOR A DISTANCE OF 70.65' TO A #5 REBAR SET, THENCE N65°11'09"W FOR A DISTANCE OF 138.08' TO A #5 REBAR SET ON THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 02°41'51", HAVING A RADIUS OF 1195.92', AND WHOSE LONG CHORD BEARS N76°54'02"W FOR A DISTANCE OF 56.30' TO A #5 REBAR SET, THENCE N04°40'56"E FOR A DISTANCE OF 80.09' TO A #5 REBAR SET, THENCE N70°06'43"E A DISTANCE OF 92.60' TO THE POB, CONTAINING 56.994 ACRES, MORE OR LESS.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for the year 2020 and subsequent years, not yet due and payable.
2. All applicable zoning ordinances.
3. All valid and subsisting restrictions, reservations, covenants, rights of ways and easements, if any of record without reimposing any of the same.

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF LANCASTER)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property having Lancaster County TMS # 0005-00-002.00, 0005-00-001.01, 0005-00-001.02, 0005-00-001.00, 0006-00-010.04, 0006-00-010.03, 0006-00-010.01 and 0006-00-010.02 is being transferred by Chateau Ridge, LLC to Toll Southeast LP Company, Inc., on NOVEMBER **5**, 2020.

3. Check one of the following: The deed is subject to the deed recording fee as a transfer for consideration paid or to be

(a) ✓ paid in money or money's worth.

(b) ____________ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) ____________ exempt from the deed recording fee because (See Information section of affidavit): If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____________ or No __________

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

(a) ✓ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $5,137,500.00.

(b) ____________ The fee is computed on the fair market value of the realty which is ________________

(c) ____________ The fee is computed on the fair market value of the realty as established for property tax purposes which is ________________

5. Check Yes ________ or No ✓ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is: ________________________________

6. The deed recording fee is computed as follows:
   (a) Place the amount listed in item 4 above here: $5,137,500.00.
   (b) Place the amount listed in item 5 above here: $0.00.
   (If no amount is listed, place zero here.)
   (c) Subtract Line 6(b) from Line 6(a) and place result here: $5,137,500.00.

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $ **19,008.75** .

8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent

affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Grantor:

CHATEAU RIDGE, LLC,
a South Carolina limited liability company

By: ______________________
Russell Sinacori, Manager

SWORN to before me this 27th day of October, 2020.

______________________ (SEAL)

Notary Public for North Carolina

Kent Davis Jones
Print Name Of Notary Public

My Commission Expires: 1/22/2022

KENT DAVIS JONES
NOTARY PUBLIC
MECKLENBURG COUNTY, NC
EXP. 01/22/2022

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT
2023-CP-2901144

TRANSOCEAN INVESTMENTS, INC.,

Plaintiff,

v.

KENT DAVIS JONES; LISA A. PAGE; and RUSSELL J. SINACORI, individually,

Defendants.

MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT KENT DAVIS JONES' MOTION TO DISMISS

Defendant Kent Davis Jones, by and through the undersigned counsel, respectfully submits this Memorandum in Support of his Motion to Dismiss pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure. Based solely on the allegations of the Complaint and reading the same in the light most favorable to the Plaintiff, Defendant Jones cannot clearly ascertain what actions he is alleged to have taken or how he is alleged to have caused Plaintiff damages. Furthermore, Plaintiff fails to properly allege the elements required for each of the four claims for relief asserted against Defendant Jones. Plaintiff fails to state any claim upon which relief can be granted against Defendant Jones, and the Motion to Dismiss should be granted.

BACKGROUND

This action appears to involve real estate transactions spanning from 2015 – 2020; however, it appears the specific events and who represented each party in each transaction may have been conflated by Plaintiff. The property at issue is 21.65 acres on Highway 64, which was originally acquired by Plaintiff in 2007 by that deed in Book 439, Page 126 in the Lancaster County Register of Deed ("the Property"). The Complaint's allegations and timeline are difficult to follow, but based on the Lancaster County public records, the history of this Property is as follows:

- In December 2015, Sinacori Builders purchased the Property from Transocean Investments, Inc. for $1,921,500.00. Based on the public records, it appears that Transocean was represented by Tracy Frick of Frick Trent, PLLC, in Rock Hill, South Carolina (and not attorney Jones).[1]
- In November 2016, Carolina Land Ventures gave Transocean a promissory note in the principal amount of $1,621,500.00 secured by a purchase money mortgage against the Property.[2] Defendant Page admits to being the settlement agent for the 2015 transaction. Note that Carolina Land Ventures did not own the Property as of the date of this mortgage; however, the mortgage was signed by Sinacori. Attorney Kent Jones was not involved in this loan transaction.
- In March 2019, Sinacori Builders, LLC conveyed the Property to Chateau Ridge, LLC.[3]
- As part of the March 2019 transaction, the prior 2015 mortgage was paid and satisfied[4], and Chateau Ridge, LLC (mortgagor) and Sinacori

[1] This 2015 deed is attached to the Complaint as Exhibit B and to the Page Memo as Exhibit 1.
[2] This 2016 mortgage is attached to the Page Memo as Exhibit 2.
[3] This 2019 deed is attached to the Page Memo as Exhibit 3.
[4] This 2019 satisfaction of the 2016 mortgage is attached to the Page Memo as Exhibit 5.

Builders, LLC (borrower) executed a new mortgage in favor of Transocean, Inc. in the principal amount of $808,000.00, secured by the Property.[5] Note that the beneficiary of this mortgage was a different entity name than Plaintiff. Based on the face of this mortgage, the mortgage only secured the first $421,000.00 of the note balance and would be cancelled upon payment of the $421,000.00.

- Contrary to paragraph 5 of the Complaint, no transfers of title occurred between December 5, 2019 and March 10, 2020 in the public records.
- In March 2020, a Memorandum of Agreement between Transocean, Inc. (not the Plaintiff) and Chateau Ridge, LLC was recorded.[6] The Agreement is dated December 2019, and although not listed as a party, Sinacori Builders, LLC also executed this Agreement. Based on the face of this Agreement, Chateau Ridge acknowledged that it was to pay Transocean, Inc. the $421,000.00 referenced in the March 2019 Mortgage, and an additional $387,000.00 after Chateau Ridge sold the Property. **Directly in contravention to the allegations of the Complaint, Transocean also expressly acknowledged receipt of the $421,000.00 payment required under the note (thus triggering the cancellation of the March 2019 Mortgage)**. It appears from the Agreement that, in lieu of payment of the remaining

[5] This 2019 mortgage is attached to the Page Memo as Exhibit 4.
[6] This 2020 memorandum of agreement is attached to the Page Memo as Exhibit 6.

$387,000.00 under the March 2019 mortgage, Plaintiff agreed to take an unsecured interest in any proceeds over a sales price of $5.8 million.

- In November 2020, Chateau Ridge, LLC conveyed the Property to Toll Southeast LP Company, Inc.[7] Based on the Affidavit of Consideration attached to the November 2020 deed, it appears the purchase price was less than $5.8 million, thus Plaintiff would not have been entitled to any excess proceeds.

For the reasons below, Plaintiff's Complaint fails under Rule 12(b)(6) of the South Carolina Rules of Civil Procedure. Accordingly, this action should be dismissed.

STANDARD OF REVIEW

Motions to dismiss pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure are appropriate when the complaint fails to state facts sufficient to constitute a cause of action against the movant. *See Cole Vision Corp. v. Hobbs*, 394 S.C. 144, 714 S.E.2d 537 (2011). The court is required to accept the allegations of the complaint as true for purposes of this type of motion. *Id.*

ARGUMENT

Plaintiff's factual allegations are, in many instances, entirely false and contradictory to the public records. For example, Plaintiff alleges that attorney Jones executed certain agreements, notes, and mortgages; however, none of the public records support this allegation. (Compl. ¶¶ 10(e); both 13[8]; second 22(F)). The face of

---

[7] This 2020 deed is attached to the Page Memo as Exhibit 7.
[8] The Complaint's paragraph numbering is duplicative such that there are multiple paragraphs with the same numbers.

these instruments demonstrates that Jones did not execute any of them. Additionally, the Complaint alleges that attorney Jones issued "seller and lender title insurance coverage to protect Plaintiff's interests." (Compl. ¶¶ 15, second 14; 20; first 22; second 22(F); 24; and second 24(A), (D), and (E)). As correctly stated in paragraph 8 of the Complaint, attorney Jones is not a licensed title insurance underwriter and could not issue a title insurance policy. Furthermore, these allegations are not supported by the owner's insurance policy submitted as both Exhibit A and Exhibit C to the Complaint.

When reviewing the paragraphs of the Complaint carefully, it is clear that no claims for relief have been properly alleged against Defendant Jones; accordingly, dismissal is appropriate.

I. The claims against attorney Jones should be dismissed, as the Complaint fails to state a claim against him upon which relief can be granted pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure. In particular, Plaintiff fails to properly allege the required elements of each cause of action.

Plaintiff fails to state facts sufficient to constitute a cause of action against attorney Jones and, therefore, this action should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure. As explained below, Plaintiff does not plead the required elements for any of the four claims alleged against Defendant Jones. Consequently, the complaint should be dismissed.

A. The Fraud Claim

Plaintiff's first cause of action for fraud and fraudulent inducement appears to be based on the alleged issuance of a 2007 title insurance policy and the transfer of title out of Plaintiff's name. The only policy referenced is presumably the one submitted as Exhibits A and C to the Complaint, which is dated December 13, 2007. The Complaint alleges that attorney Jones (and/or attorney Page) issued "seller and lender title insurance coverage to protect Plaintiff's interests." (Compl. ¶¶ 15, second 14[9]; 20; first 22; second 22(F); 24; and second 24(A), (D), and (E)). First, no such thing as seller title insurance exists. Title insurance policies can only ever be issued by title insurance companies to owners and lenders. These types of policies generally insure that an owner holds title as insured and that a lender is secured as insured. Plaintiff was no longer an owner after the December 2015 deed to Sinacori Builders, LLC. (Compl. Ex. B). Although Plaintiff took a mortgage from Carolina Land Venture NC, LLC in 2016, there is no allegation that Jones was involved in this transaction or that Plaintiff ever requested a lender's title insurance policy be obtained. In any event, such a policy would be irrelevant now, as the 2015 loan was satisfied and the 2016 mortgage was marked satisfied of record in March 2019. (See Ex. 5 to the Page Memo). As the only relevant title insurance policy is the 2007 owner's policy, which terminated when Plaintiff conveyed title, any allegations related to title insurance are moot.

Additionally, Plaintiff correctly alleges in paragraph 8 of the Complaint, attorney Jones is not a licensed title insurance underwriter. He could not have issued a title insurance policy to Plaintiff in any capacity. Only a title insurance company can issue a policy, which is based on the title opinion of a South Carolina licensed

[9] The Complaint's paragraph numbering is duplicative such that there are multiple paragraphs with the same numbers.

attorney. Clearly more than three years have passed since the issuance of the 2007 policy (the only policy referenced in the Complaint) and, accordingly, any claims against Defendant Jones related to the issuance of this policy (although it is denied Jones had any involvement with the issuance) are now barred by the statute of limitations.

Plaintiff's first cause of action also appears to allege that attorney Jones executed certain agreements, notes, and mortgages; however, none of the public records support this allegation. (Compl. ¶¶ 10(e); both 13s; second 22(F)). The face of these instruments demonstrates that Jones did not execute any of them.

Similarly, although Jones was not involved in the 2015 transaction, Plaintiff conveyed out its interest in the Property by that deed recorded on December 21, 2015. Any alleged fraud or fraudulent inducements related to this transaction occurred 8 years prior to the filing of this Complaint and are, accordingly, barred by the statute of limitations.

Also included in the fraud claim are allegations Jones failed to record mortgage documents. The public records reveal two mortgages and one Memorandum of Agreement related to Plaintiff and this Property: (1) a November 14, 2015 mortgage from Carolina Land Venture NC, LLC to Plaintiff in the amount of $1,621,500.00, recorded on November 2, 2016, which was marked satisfied on March 20, 2019, (2) a March 14, 2019 mortgage from Sinacori Builders, LLC and Chateau Ridge, LLC to Plaintiff in the amount of $808,000.00, but with only $412,000.000 secured, recorded on March 21, 2019, and (3) a December 5, 2019 Memorandum of Agreement between

Chateau Ridge, LLC and Plaintiff, recorded March 10, 2020. With respect to each of these three documents, the public records do not show any conveyances between the dates of the execution of the documents and the dates of recording. Accordingly, it is unclear from either the Complaint or the public records what delay Plaintiff is claiming and what damages, if any, are claimed as a result of any such delay.

Lastly, with respect to the fraud claim, Plaintiff failed to plead this claim with the particularity required by Rule 9 of the South Carolina Rules of Civil Procedure. To survive a motion to dismiss, claims for fraud and fraudulent inducement must allege 9 elements by clear, cogent, and convincing evidence: (1) a representation of fact; (2) its falsity; (3) its materiality; (4) either knowledge of its falsity or a reckless disregard of its truth or falsity;(5) intent that the representation be acted upon; (6) the hearer's ignorance of its falsity; (7) the hearer's reliance on its truth; (8) the hearer's right to rely thereon; and (9) the hearer's consequent or proximate injury. *Hollman v. Woolfson*, 384 S.C. 571, 579-80, 683 S.E.2d 495, 580 (2009) (citing *Schnellmann v. Roettger*, 373 S.C. 379, 645 S.E.2d 239 (2007)). Plaintiff's first cause of action fails to allege that Jones made representations upon which he intended Plaintiff to rely. Furthermore, Plaintiff does not allege it had the right to rely on any such representations or that Jones proximately caused Plaintiff any damages.

For all the reasons set forth above, the first cause of action for fraud and fraudulent inducement should be dismissed as against Defendant Jones pursuant to Rule 12(b)(6).

B. Breach of Fiduciary Duty

Plaintiff's second cause of action against Jones is for breach of fiduciary duty, which is necessarily encompassed by the malpractice claim, as the factual allegations appear to be the same. Nonetheless, reading the allegations in the light most favorable to Plaintiff, this claim appears to be based on "title insurance assurance," an alleged conflict of interest, failure to collect $421,000.00 on behalf of Plaintiff, and preparing a deed when a mortgage remains outstanding.

To prevail on a claim for breach of fiduciary duty, a complaining party must establish: (1) the existence of a duty, (2) a breach of that duty owed to the plaintiff by the defendant, and (3) damages proximately resulting from the wrongful conduct of the defendant." *RFT Mgmt. Co., LLC v. Tinsley & Adams, LLC*, 399 S.C. 322, 335-36, 732 S.E.2d 166, 173 (2012) (citation omitted). Plaintiff's allegations, if assumed true solely for purposes of this motion, satisfy the first two elements; however, there is no explanation in the Complaint as to how Jones proximately caused any damages or what such damages would be.

As previously explained, Jones is unclear what claims are being asserted against him with respect to title insurance. Any claims based on the 2007 policy are barred by the statute of limitations, and no other policy has been alleged to exist.

With respect to the allegations regarding the $421,000.00 owed to Plaintiff, the recorded March 2020 Agreement contradicts Plaintiff's allegations, because in it, Plaintiff acknowledged that the payment of $421,000.00 was made and received. This document defeats any allegation that any defendant somehow did not pay[10] or cause to be paid the $421,000.00. (See Ex. 6 to the Page Memo.)

The allegations in the second cause of action regarding any transaction closing over an open mortgage are unclear, at best. The March 2019 mortgage states that it is to be cancelled within 10 days from payment of the $421,000.00. The March 2020 Agreement confirms that the $421,000.00 payment was made and received. Yet, the March 2019 Agreement remains open of record, as no satisfaction or cancellation appears in the public record. Either Plaintiff still has an open mortgage secured by the Property—as a sale to a third party will not invalidate an enforceable pre-existing mortgage—or the 2019 mortgage was paid and should have been satisfied. In either event, there is no basis for damages: either Plaintiff has a mortgage it can enforce, or it was paid. The Complaint does not sufficiently explain how Plaintiff has been damaged or alleged a sufficient proximate cause between any such damages and Defendant Jones.

Although it is denied that any fiduciary duty was owed by Jones to Plaintiff, for purposes of this motion, because Plaintiff has failed to properly plead facts to support it, any claim for breach of fiduciary duty related to this loan repayment must fail and be dismissed.

C. Legal Malpractice

The third cause of action alleged against Defendant Jones is for legal malpractice or negligence. As the claims in this cause of action are the same as those

[10] There is no allegation that Defendant Jones ever had any obligation to make any payment to Plaintiff or was otherwise ever indebted to Plaintiff.

in the breach of fiduciary duty claim, they are not distinguishable and are duplicative. *See RFT Mgmt. Co., LLC v. Tinsley & Adams, LLC*, 399 S.C. 322, 337, 732 S.E.2d 166, 173 (2012). To prevail on a legal malpractice claim, Plaintiff must establish: "(1) the existence of an attorney-client relationship, (2) a breach of duty by the attorney, (3) damage to the client, and (4) proximate causation of the client's damages by the breach." *Id.* at 331 (citations omitted); *see also Stokes-Craven Holding Corp. v. McKenzie*, 416 S.C. 517, 787 S.E.2d 485 (2014). Plaintiff fails to plead the third and fourth required elements, thus failing to state a claim upon which relief can be granted. Specifically, although Plaintiff lists the ways in which it believes Jones was negligent, nowhere in the third cause of action does Plaintiff say it was damaged by any of Jones' actions or inactions or articulate what those damages might be. Accordingly, this cause of action should be dismissed pursuant to Rule 12(b)(6)

D. SCUTPA

The purpose of the South Carolina Unfair Trade Practices Act is to prevent "unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." S.C. Code § 39-5-20. Although claims under this statute are allowed to be pursued against attorneys, Plaintiff again fails to satisfy the required elements for such a claim. To recover under the UTPA, a plaintiff must prove: (1) the defendant engaged in an unfair or deceptive act in the conduct or trade of commerce, (2) the unfair or deceptive act affected [the] public interest, and (3) the plaintiff suffered monetary or property loss as a result of the defendant's unfair or deceptive act(s)." *RFT Mgmt. Co., LLC v. Tinsley & Adams, LLC*, 399 S.C. 322, 337, 732 S.E.2d 166, 173 (2012) (*citing Wright v. Craft*, 372 S.C. 1, 23, 640 S.E.2d 486, 498 (2006)). A close examination of the paragraphs alleged under the fourth cause of action demonstrates that Plaintiff failed to allege that any act by Jones affected the public interest, thus failing to satisfy the third element. With respect to the fifth element regarding damages, although Plaintiff alleges damages in this cause action, the damages alleged are related to the non-payment of the $421,000.00. (Compl. ¶ 27). As demonstrated by the 2020 Agreement, Plaintiff has already admitted in the public records that it received the $421,000.00; accordingly, the claim for damages in the fifth cause of action again seeking the same $421,000.00 must fail. As Plaintiff fails to satisfy the requisite elements for a claim under the UTPA, the fifth cause of action against Jones is also appropriate for dismissal.

CONCLUSION

As set forth herein, the Complaint fails to sufficiently state any claim for relief against Defendant Kent Jones and, accordingly, this action should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

ALEXANDER RICKS, PLLC

/s/Amy P. Hunt
Amy P. Hunt
S.C. State Bar No. 75185
1420 E. 7th St., Suite 100
Charlotte, NC 28204
Tel: (980) 334-2005
Fax: (704) 365-3676
E-mail: amy.hunt@alexanderricks.com

Attorneys for Kent Davis Jones

May 23, 2024

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document has been served upon the following by electronic mail and depositing same in the United States mail, postage prepaid, in an envelope(s) addressed as follows:

J. Cameron Halford
Halford Law Firm, L.L.C.
4609 Charlotte Highway, Suite 3
Lake Wylie, SC 29710
E-mail: cam@halfordlaw.net
E-mail: kimberly@halfordlaw.net
Attorneys for Plaintiff

Douglas W. Mackelcan
Skyler C. Wilson
Copeland, Stair, Valz & Lovell, LLP
40 Calhoun Street, Suite 400
Charleston, SC 29401
E-mail: dmackelcan@csvl.law
E-mail: swilson@csvl.law
Attorneys for Lisa A. Page

Donald Russell Terry
Windle Terry Bimbo
150 Milestone Way, Suite C
Greensville, SC 29615
E-mail: dterry@wtbconstructionlaw.com
Attorney for Russell J. Sinacori

ALEXANDER RICKS, PLLC

/s/Amy P. Hunt________________
Amy P. Hunt
S.C. State Bar No. 75185

May 23, 2024

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT
2023-CP-2901144

TRANSOCEAN INVESTMENTS, INC.,

Plaintiff,

v.

KENT DAVIS JONES; LISA A. PAGE; and RUSSELL J. SINACORI, individually,

Defendants.

SUPPLEMENTAL MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT KENT DAVIS JONES' MOTION TO DISMISS

Following the May 28, 2024 hearing on the Defendants' Motions to Dismiss, Defendant Kent Davis Jones, by and through the undersigned counsel, respectfully submits this Supplemental Memorandum in Support of his Motion to Dismiss pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure. As requested by the Court, this memorandum is submitted in response to the Reply Brief of Plaintiff (submitted the morning of the hearing) and the arguments of counsel at the hearing.

I. The documents referenced by the Defendants are all matters of public record; accordingly, this Court can take judicial notice of them for purposes of a Rule 12(b)(6) motion.

At the hearing, Plaintiff's counsel argued that he did not have access to the documents referenced in the Defendants' briefs. This is factually incorrect. The documents referenced in the Jones' Memorandum are all directly from the public records of Lancaster County (specifically, the Office of the Register of Deeds), which are all accessible online and available to anyone. The Court may take judicial notice of matters of public record for purposes of considering motions to dismiss. *See Morgan v. S.C. Dep't of Revenue*, 2013 S.C. C.P. Lexis 2, 17 (2013) (citation omitted). By contrast, Plaintiff attempted to submit documents not in the public record (such as e-mails) in its Reply Brief. Such documents outside of the public records should not be considered for purposes of any motion pursuant to Rule 12(b)(6).

II. Plaintiff failed to comply with the requirements of S.C. Code § 15-36-100 rendering the Complaint subject to dismissal.

As established by the court record, Plaintiff did not file an affidavit of an expert specifying the negligent acts alleged against attorney Jones contemporaneously with the complaint pursuant to the requirements of S.C. Code. § 15-36-100(B). This expert affidavit requirement is substantive South Carolina law. *See Barnes v. Seigler*, 2012 U.S. Dist. LEXIS 10523 (D.S.C. Jan. 30, 2012). If Plaintiff feared it needed to file the complaint quickly to avoid statute of limitations defenses, it could have taken advantage of the statute's grace period to file a complaint without an affidavit and supplement within 45 days, as allowed for in S.C. Code. § 15-36-100(C)(1). Plaintiff failed to do so. Plaintiff eventually filed an Affidavit of Mark W. Hardee on May 22, 2024—almost 9 months after the filing of the Complaint (and presumably only in response to the pending motions to dismiss). This Affidavit is clearly untimely under the statute and, furthermore, it does not appear to meet the requirements of the statute. In addition to all the reasons set forth in Jones' original Memorandum in Support of his Motion to Dismiss, Plaintiff's failure to comply with this statute is grounds alone to dismiss Plaintiff's claims against attorney Kent Jones.

III. The facts as alleged by Plaintiff fail to state any claim for relief against attorney Kent Jones in that no damages are alleged attributable to any action or inaction of Defendant Jones.

A review of the face of the documents in the public records related to the transactions raised by Plaintiff indicates that the Complaint fails to state any claim for which relief can be granted against Kent Jones. Specifically, there are no damages alleged that are attributable to Defendant Jones. The March 2019 mortgage from Sinacori Builders, LLC to Transocean, Inc. [sic] specifically states as follows:

> The Note contains provisions that the Mortgage **shall secure only the first $421,000.00** of the Note balance and that **upon the payment of such $421,000.00 to Mortgagee, this Mortgage shall be cancelled and of no further force or effect.** Within ten (10) days receipt of payment of such $421,000.00 amount, Mortgagee shall execute a release of this Mortgage in proper form for recording in the real property records of the County in which the Premises are located. In the event the Mortgagee fails to execute such release within the time frame specified, Mortgagee may file a release and satisfaction of this Mortgage.

(Lancaster County Register of Deeds, Book 3706, Page 91) (emphasis added). Subsequently, on December 5, 2019, Plaintiff executed a Memorandum of Agreement that states as follows:

> Pursuant to the Note an initial amount of $421,000.00 was to be paid to Transocean and the remaining $387,000.00 of the Loan balance was to be paid, if at all, from the proceeds of the sale of the Chateau Property, as described below:
>
> . . . .
>
> 1. Initial Payment. **The parties hereby agree that the initial $421,000.00 payment required under the Note has been made by Sinacori and receipt is hereby acknowledged by Transocean.**

> . . . .
>
> 2. Repayment of Balance of Loan. The parties agree that the operative provisions of the Note concerning potential payments owed to Transocean for the balance of the Loan are as follows:
>
> In the event the Borrower has made payment described in subsection 1 above, the outstanding balance after payment is Three Hundred and Eighty Seven Thousand dollars ($387,000.00) (the "Remaining Balance"). In consideration for the inducement for the amendment and modification the Borrower agrees that **<u>if the subject Project sells at a purchase price in excess of $5,800,000.00</u>** plus regular closing costs, including brokerage commissions, transfer taxes and attorney's fees (collectively, the '"Target Price), Lender shall be entitled to One Hundred Percent (100%) of the net proceeds of sale in excess of the Target Price to be applied to the Remaining Balance. Lender agrees that Borrower may sell the Property for any amount that Borrower deems appropriate, provided, Borrower will attempt to sell the property at the highest price based on market conditions and there is no guaranty that the Property will sell for an amount in excess of the Target Price. Borrower will use reasonable efforts to sell the Property on or before December 31, 2019 and at such sale, if there are sufficient proceeds in excess of the Target Price, the Remaining Balance will be paid on or before December 31, 2019.

(Lancaster County Register of Deeds, Book 1314, Page 253; Mortgage Book 3945, Page 286) (emphasis added).

Considering solely the public records, Plaintiff had a secured loan against the Property in the amount of $421,000, and it was then paid $421,000. Any other argument by Plaintiff regarding any additional amounts it believes it is owed (which are not clearly articulated in the Complaint) cannot be claims against attorney Jones, because there is no allegation that Jones ever entered into any agreement to pay any money to Plaintiff, nor is there any allegation of action or inaction by Jones that caused any proximate harm to Plaintiff. By its own admission in the public records, Plaintiff was paid the secured amount. Any other amounts owed by Sinacori Builders, LLC were not secured by the Property and, accordingly, would be unrelated to any transfer of title to the Property.

CONCLUSION

Plaintiff's lackadaisical approach to this lawsuit, both in failing to fully flesh out the facts, failing to properly allege the required elements for the claims for relief, and failing to comply with the statute governing malpractice actions should result in a dismissal of this Complaint with respect to all claims against Kent Jones. For the reasons stated herein, in addition to the arguments made in Jones' original Memorandum and during the May 28, 2024 hearing, Plaintiff's complaint against Jones should be dismissed.

ALEXANDER RICKS, PLLC

/s/Amy P. Hunt
Amy P. Hunt
S.C. State Bar No. 75185
1420 E. 7th St., Suite 100
Charlotte, NC 28204
Tel: (980) 334-2005
Fax: (704) 365-3676
E-mail: amy.hunt@alexanderricks.com

Attorneys for Kent Davis Jones

June 6, 2024

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document has been served upon the following by electronic mail and depositing same in the United States mail, postage prepaid, in an envelope(s) addressed as follows:

J. Cameron Halford
Halford Law Firm, L.L.C.
4609 Charlotte Highway, Suite 3
Lake Wylie, SC 29710
E-mail: cam@halfordlaw.net
E-mail: kimberly@halfordlaw.net
Attorney for Plaintiff

Douglas W. Mackelcan
Skyler C. Wilson
Copeland, Stair, Valz & Lovell, LLP
40 Calhoun Street, Suite 400
Charleston, SC 29401
E-mail: dmackelcan@csvl.law
E-mail: swilson@csvl.law
Attorneys for Lisa A. Page

Donald Russell Terry
Windle Terry Bimbo
150 Milestone Way, Suite C
Greensville, SC 29615
E-mail: dterry@wtbconstructionlaw.com
Attorney for Russell J. Sinacori

ALEXANDER RICKS, PLLC

/s/Amy P. Hunt
Amy P. Hunt
S.C. State Bar No. 75185

June 6, 2024

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

Transocean Investments, LLC,

Plaintiff,

vs.

Kent Davis Jones; Lisa A. Page; and Russell J. Sinacori, Individually,

Defendants.

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT
CASE NO.: 2023-CP-29-01144

DEFENDANT LISA A. PAGE'S MEMORANDUM IN RESPONSE TO PLAINTIFF'S SUPPLEMENTAL MEMO IN OPPOSITION TO MOTION TO DISMISS

Defendant Lisa A. Page's Motion to Dismiss was heard by the Court on May 28, 2024. The night before the hearing, Plaintiff filed a supplemental memorandum in opposition to the motion to dismiss making additional arguments. After the hearing, the Court granted all Defendants ten days to file a response to Plaintiff's supplemental memorandum and to address arguments at the hearing. Defendant Page submits this Memorandum as directed by the Court, and requests the Court grant her Motion to Dismiss because Plaintiff failed to comply with section 15-36-100 of the South Carolina Code, did not otherwise state sufficient facts to support claims against Defendant Page, and the claims are unquestionably barred by the statute of limitations.

Background

I. Defendant Page adopts Defendant Jones' arguments in response to Plaintiff's supplemental memorandum.

Defendant Jones responded to Plaintiff's supplemental memorandum on June 6, 2024, arguing this Court can take judicial notice of publicly filed documents and consider them within the confines of a Rule 12(b)(6) motion. Defendant Jones also argues Plaintiff did not state facts alleging any claims because, according to the recorded documents, Plaintiff received payment for $421,000 and has not been damaged. Further, that Plaintiff did not allege Jones entered into an agreement to pay Plaintiff, or allege that any action or inaction of Jones proximately caused harm to Plaintiff.

Likewise, Plaintiff has not stated sufficient facts against Defendant Page that she entered into an agreement to pay any sums due as part of the 2016 or 2019 transactions, or that any action or inaction of Defendant Page proximately caused the damages Plaintiff alleges—which appears to be the $421,000 payment under the 2019 agreement with the Sinacori entities. Defendant Page adopts the arguments Defendant Jones makes and asks this Court to dismiss the complaint on those grounds.

II. Plaintiff did not comply with 15-36-100 and the Court is without discretion under the language of the statute to give Plaintiff a pass for failing to contemporaneously file the expert affidavit.

When suing an attorney for any claim that sounds in professional negligence, the plaintiff must file contemporaneously with the complaint an expert affidavit identifying the standard of care and its breach. S.C. Code Ann. § 15-36-100(C) & (G); *see Blanchard v. 480 King St., LLC*, Op. No. 6060, at 3-4 (S.C. Ct. App. filed May 22, 2024) (finding the circuit court would not have erred in dismissing all claims against professional grounded in negligence for failure to meet the requirements of section 15-36-100). As argued at the hearing and in Defendant Page's motion to dismiss, all of Plaintiff's claims sound in negligence and are based on the duties between attorney and client, but Plaintiff failed to file the contemporaneous affidavit.

The contemporaneous filing requirement does not apply if the statute of limitations will expire "within ten days of the date of filing and, because of time constraints, the plaintiff alleges that an affidavit of an expert could not be prepared. In such a case, the plaintiff has forty-five days after the filing of the complaint to supplement the pleadings with the affidavit." S.C. Code. Ann. § 15-36-100(C)(1). This section does not apply because Plaintiff did not allege the statute of limitations would expire within ten days of the filing or that an affidavit could not be prepared because of time constraints. Further, even if Plaintiff had made those allegations, Plaintiff did not file an affidavit within 45 days of filing the complaint.

The Court acknowledged Plaintiff did not file the required expert affidavit with the complaint or within the 45-day deadline in section 15-36-100(C)(1). However, there was discussion about whether the Court had discretion to excuse the failure. As argued below, the statute does not give the Court what discretion Plaintiff would need to excuse the failure to file the affidavit.

"Upon motion, the trial court, after hearing and for good cause, may extend the time as the court determines justice requires." § 15-36-100(C)(1). "If an affidavit is not filed within the period . . . as extended by the trial court and the defendant against whom an affidavit should have been filed alleges[,] by motion to dismiss . . . that the plaintiff has failed to file the requisite affidavit," the complaint should be dismissed. *Id.* This section will not excuse Plaintiff's failure to file the affidavit for the following reasons: (1) Plaintiff did not file a motion to extend the deadline; (2) there was no hearing on a request for an extension; (3) even if there was a hearing, Plaintiff submitted no evidence and made no argument that it had good cause for failing to file the affidavit or to extend the deadline; and (4) Defendant Page moved to dismiss, raising the failure to file the affidavit before any request for extension. Because of these reasons, the Court cannot extend the deadline and Plaintiff still failed to comply with the statute.

Finally, language in section 15-36-100(E) suggests a court in its discretion can extend the time to cure a defective affidavit. This section, however, is inapplicable because Plaintiff did not file a defective affidavit within the time required by the statute. Thus, this Court is without discretion to extend the deadline to cure a defective affidavit.

Because Plaintiff failed to file an expert affidavit as required by the statute, or take action necessary to invoke the Court's discretion to extend the time to file the affidavit, Plaintiff's claims must be dismissed pursuant to section 15-36-100.

III. Plaintiff's arguments in its Supplemental Memorandum do not change the analysis and this Court should still dismiss the complaint against Defendant Page in its entirety.

Plaintiff does not directly contest in its supplemental memorandum the failure to contemporaneously file an expert affidavit. Instead, Plaintiff raises new arguments as to how Defendant Page allegedly committed legal malpractice.

Plaintiff argues in the supplemental memo that: (1) Defendant Page did not have sufficient funds in trust to close the 2016 transaction; (2) Defendant Page had knowledge the mortgage she recorded listed the wrong borrower; (3) that a different entity acquired the subject property from Sinacori Builders two days before it had title; (4) and because of the foregoing, Page fell below the standard of care to issue title insurance to protect Plaintiff. **Pltf's Supp. Memo at 5**.

Assuming the arguments are true, which Defendant Page denies, Plaintiff's arguments fail because it again failed to file the required affidavit of an expert. Plaintiff's new arguments are that Defendant Page's actions fell below the standard of care by failing to issue title insurance. Because these arguments sound in professional malpractice, Plaintiff is required to support those allegations by expert affidavit contemporaneously filed with the complaint, outlining the negligent act or omission. In other words, an expert would have to consider the facts Plaintiff outlines in the supplemental memo and opine that, according to those facts, Defendant Page was negligent in failing to issue title insurance. Plaintiff did not file an expert affidavit with the complaint that opines to the alleged negligence outlined in Plaintiff's supplemental memorandum.

Furthermore, the faulty and late-filed expert affidavit of Mark Hardee does not opine that Defendant Page committed malpractice or otherwise fell below the standard of care applicable to attorneys by failing to issue title insurance. Instead, Plaintiff's expert in his affidavit opines Defendant Page committed malpractice by failing to timely file the mortgage. It says nothing related to title insurance, insufficient trust funds, the mortgage listing the wrong borrower, or different entity acquiring title to the Property from Sinacori.

Because Plaintiff's arguments for legal malpractice in the supplemental memorandum are unsupported by expert affidavit, the arguments fail and do not change the result that this Court should dismiss all claims against Defendant Page.

Conclusion

This Court should dismiss Transocean's claims against Defendant Page because Transocean did not file a contemporaneous expert affidavit with the claims that sound in professional negligence, did not do what was required to invoke this Court's discretion to extend any deadlines, and Plaintiff's arguments in its supplemental memorandum do not change that outcome. Defendant Page also asks this Court to dismiss, for the grounds in her Motion to Dismiss and supporting memorandum.

This 7th day of June, 2024.

Respectfully submitted,

COPELAND, STAIR, VALZ & LOVELL, LLP

By: *s/Skyler C. Wilson*
DOUGLAS W. MACKELCAN
State Bar No.: 76332
SKYLER C. WILSON
State Bar No.: 102865
Attorneys for Defendant Lisa A. Page

40 Calhoun Street, Suite 400
Charleston, SC 29401
dmackelcan@csvl.law
swilson@csvl.law
Ph: (843) 727-0307

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND.)

AFFIDAVIT OF MARK W. HARDEE

Personally appeared before me, Mark W. Hardee, who being duly sworn, deposes and states as follows:

1. The undersigned Mark W. Hardee, being first duly sworn, gives this affidavit to the Court, and hereby states that the information contained herein is true to the best of my knowledge and belief.

2. I graduated from the University of South Carolina School of Law in 1986. I then went to work for the Richland County Public Defenders Office as an Assistant Public Defender for approximately two years. In the latter part of 1988, I went to work with the law firm of Lewis, Babcock, Pleicones & Hawkins located in Columbia SC. While working there, I was actively engaged in representing clients in complex litigation matters, including but not limited to, litigation involving property disputes, legal malpractice matters, and advising and representing attorneys and members of the judiciary in legal ethics matters. I became very knowledgeable about legal ethics, attorney client relationships, and the standard of care expected from practicing attorneys. I am very familiar with attorney disciplinary matters, having participated in the litigation of disciplinary actions as a defense counsel, and have been appointed by the SC Supreme Court to act as special disciplinary counsel. I became a partner in the firm of Lewis, Babcock, Pleicones & Hawkins, and after approximately 13 years, left to start my own firm, The Hardee Law Firm. I have continued handling various complex matters including but not limited to, property disputes legal ethics and legal malpractice matters. I have served as a consulting and testifying expert in in numerous legal malpractice actions and have spoken at continuing education seminars on the issue of legal ethics and legal malpractice.

3. I have been asked by Jason and Keisha Vicks of Transocean Investments, Inc. and their counsel J. Cameron Halford to render an opinion as to whether or not the facts surrounding a land transaction in Indian Land, located in Lancaster County South Carolina, if proven true, would constitute legal malpractice as to two attorneys involved in the transaction, Kent Davis Jones and Lisa A. Page

4. This affidavit is presented under S. C. Code Sec. 15-36-100, which requires allegations of legal malpractice to be supported by "an affidavit of an expert witness which must

specify at least one act of negligent act or omission claimed to exist and the factual basis for each claim based on the available evidence at the time of the affidavit."

5. I have reviewed the pleadings in the lawsuit Transocean Investments, Inc. has pending against Kent Davis Jones and Lisa A. Page. I have interviewed Jason and Keisha Vicks who are connected to Transocean Investments inc., I have reviewed numerous documents relating to the relevant. land transactions. I have also reviewed relevant case law and legal references, as well as the South Carolina Rules of Professional Responsibility.

6. AS TO KENT DAVIS JONES: Attorneys practicing in South Carolina have a duty of competence. (see SCRPC 1.1). An attorney may associate attorneys outside of his practice to effectively represent a client, but only after proper communication and with the authority and consent of the client. (SCRPC 1.1 fn 6). Mr. Jones represented Transocean Investments, Inc. in its purchase of the Indian Land property which is the subject of this lawsuit. Jason and Keisha Vicks, principals of Transocean Investments, Inc, relied on Mr. Jones to represent them competently, to properly communicate with them, to keep their confidences, and refrain from acting in a way which would conflict with their interest regarding the property. The Vicks have used Mr. Jones as an attorney for the various business endeavors several times, and generally looked to him as their attorney. The Vicks intended to use the property as a housing development, which Mr. Jones was aware of. Several years after purchasing the property, the Vicks received an un-solicited visit from a real estate agent who seemed to be unusually knowledgeable regarding the property. Eventually the Vicks (Transocean Investments, Inc.) sold the property to an adjoining landowner, a company controlled by a Mr. Sinacori. Mr. Sinacori also wanted to develop the property and needed the property to access the development. The sale was for approximately \$ 1.6 million, some in cash and a note and mortgage.
7. After the closing, the Vicks discovered that the mortgage had not been timely filed, allowing Mr. Sinacori to use the property, which he was able to falsely represent as without liens, to secure a loan on the property placing a first mortgage on the property. Mr. Sinacori was then able to create a corporate shell game to shield the property from the Transocean Investment Inc.'s unfiled mortgage. The Vicks learned after closing that the mortgage was not timely filed, and that the property had been transferred several times to shell corporations. Much to their surprise, the Vicks learned that Kent Davis Jones represented Mr. Sinatori in the purchase of the property and was actively involved in Mr. Sinacori's transfers of the property to shield the property from Transocean Investment, Inc.'s mortgage. Mr. Jones had a continuing duty not to represent a party with adverse interest to Transocean Investments, Inc. in substantially the same subject matter as his previous representation.(see SCRPC 1.9)
8. Mr. Jones breached his duties to Transocean Investment, Inc. and Mr. and Mrs. Vicks, by using confidential information to represent a client with a conflict of interest to Transocean Investment, Inc. Representing Mr. Sinacorii in the purchase of the same property that he represented Transocean Investments, Inc. in purchasing previously,

violated the duty of care expected of attorneys who practice in South Carolina, which Mr. Jones diffidently was, whether he was authorized to do so or not. By involving himself in the sale of real property in South Carolina, even acting as closing attorney in the sale to Transocean Investments, Inc, Mr. Jones subjected himself to the duties and responsibilities expected of South Carolina lawyers. Mr. Jones's breach of these duties resulted in legal malpractice (see SCRPC 1.6 Confidentiality; SCRPC 1.7 Conflict of Interests), which caused Transocean Investments, Inc. monetary damages. To further show Mr. Jones relationship with the Vicks, they spoke after the Vicks discovered the fraudulent transfers of the property, performed by Mr. Jones, and Mr. Jones informed the Vicks, who they looked to as their attorney, that they would be protected. This assurance turned out to be untrue.

9. AS TO LISA A. PAGE: Ms. Page was the closing attorney for the sale of the property in question from Transocean Investments, Inc. to a company controlled by Mr. Siniacori. As such, she had duties to both parties, mainly, to make sure Mr. Sinacori receive good title to the property, and that Transocean Investments, Inc. receive the agreed upon compensation, which in this case was some cash, and a note and mortgage of approximately $ 1 million. Mr. Sinacori's company did receive good title. Transocean I Investments, Inc. did not receive the compensation it bargained for. Even though Ms. Page signed an affidavit stating that she had the cash and signed mortgage from Mr. Sinacori's company to induce the Vicks to provide the signed deed, it was later determined that she did not. The Vicks did not timely receive the cash owed and more importantly, did not receive a timely filed mortgage to protest the remaining money owed. It is inexplicable why Ms. Jones failed to timely file the mortgage. Her negligence in doing so allowed Mr. Sinatori, with Mr. Jones' help, to fraudulently obtain a first mortgage on the property, and to transfer the property multiple times to shield the property from the Transocean Investments, Inc. mortgage. By failing to timely file the mortgage, Ms. Page breached her duties of competence (see SCRPC 1.1), communication (see SCRPC 1.4) and avoidance of Conflicts (SCRPC 1.7). In doing so, Ms. Page committed legal malpractice which caused her client Transocean Investments, Inc. monetary damages.
10. Based on the information made available to me, I have formed the above opinions to a reasonable degree of professional certainty as an expert in the fields of legal malpractice, and lawyers' duties in dealing with clients.
11. Further affiant sayeth not

Mark W. Hardee

SWORN to and subscribed before me
This 21st day of May, 2024

BRENDA K. LOVE
NOTARY PUBLIC
February 7, 202
SOUTH CAROLINA

Brenda Love
Notary Public for South Carolina
My Commission Expires: ________.

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Lancaster
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2023CP2901144

Transocean Investments, Inc.
PLAINTIFF(S)

Kent Davis Jones et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled);
☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

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

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

This matter comes before the Court on 3 motions to dismiss filed by each of the Defendants. The Court allowed the parties to further brief their positions.

After further review and deliberation the Court respectfully DENIES all 3 Defendant's motions to dismiss.

ORDER INFORMATION

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

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/17/2024 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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

Lancaster Common Pleas

Case Caption: Transocean Investments, Inc. VS Kent Davis Jones , defendant, et al

Case Number: 2023CP2901144

Type: Order/Electronic Form 4

So Ordered

s/Brian M. Gibbons #2168 Circuit Judge

Electronically signed on 2024-06-17 14:57:53

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT
2023-CP-29-01144

TRANSOCEAN INVESTMENTS, INC.,

Plaintiff,

v.

KENT DAVIS JONES; LISA A. PAGE; and RUSSELL J. SINACORI, individually,

Defendants.

ORDER GRANTING DEFENDANT JONES SUMMARY JUDGMENT

THIS MATTER came on for hearing before the Honorable Donald B. Hocker on Motion for Summary Judgment by Defendant Kent Davis Jones at the Lancaster County Courthouse on October 30, 2025, in the Court of Common Pleas, Sixth Judicial Circuit. After considering the Motion for Summary Judgment, the memoranda and exhibits, the court file, and the arguments from counsel, the Court finds there is no genuine issue of material fact, and the Defendant Kent Davis Jones's Motion for Summary Judgment should be GRANTED such that all of Plaintiff's claims against him are dismissed with prejudice.

Findings of Fact

Factual History

On or about December 13, 2007, Plaintiff Transocean Investments, Inc. purchased certain real property consisting of approximately 21 acres in Lancaster County, South Carolina, TMS #0005-00-002-00 (the "Property"). Defendant attorney Kent Jones represented Plaintiff as the purchaser in this 2007 transaction. Jones performed a few other legal tasks for Plaintiff between 2007 and 2010 (unrelated to the Property), and the undisputed last invoice from Kent Jones' law firm to Plaintiff was dated May 31, 2010.

In 2015, Plaintiff sold the Property to Sinacori Builders, LLC (an LLC owned, at least in part by Defendant Russell Sinacori), as evidenced in Book 934, Page 145 in the Office of the Register of Deeds for Lancaster County. Plaintiff also received a promissory note and purchase money mortgage signed by Defendant Sinacori on behalf of Carolina Land Venture NC, LLC (another LLC owned, at least in part, by Defendant Sinacori). The drafting and notarization information on these documents, along with the December 16, 2015 settlement statement, do not reflect that Kent Jones was involved in any way in this transaction or represented any party to this 2015 transaction. The settlement statement shows that L.A. Page Law Firm, PLLC was the settlement agent and an attorney fee was paid to Frick Trent PLLC, but no payment was made to Kent Jones as part of this 2015 transaction.

In 2017, Plaintiff discovered that the borrower on the 2015 loan documents did not match the grantee on the 2015 deed, as evidenced by communications between attorney Lisa Page and attorneys Cynthia Jones and Phillip Lewis. It is undisputed Cynthia Jones represented Plaintiff in these communications. Although it appears drafts of revised documents were exchanged, it was not until 2019 that the 2015 documents were formally re-negotiated and new documents were executed.

In 2019, the e-mails in evidence indicate that attorney Tracy Frick (not a named defendant in this action) negotiated on behalf of Plaintiff, and Kent Jones negotiated on behalf of the Sinacori entities. Plaintiff's principal, Jason Vicks, was copied on several of these e-mails. The result of the 2019 negotiations was a new promissory note, dated March 14, 2019, in the amount of $808,000, from Sinacori Builders, LLC to Plaintiff. The 2019 note specifically states that upon the repayment of $421,000 to Plaintiff, "the Mortgage shall be cancelled of record and shall no longer be a lien against the Property, it being the intent of the parties that the Mortgage shall secure only the first $421,000 of the Loan." A mortgage securing the 2019 note was recorded March 21, 2019, in Book 3706, Page 87 in the Office of the Register of

Deeds for Lancaster County. The 2019 mortgage also specifically states that only $421,000 of the 2019 note amount was secured.

On March 20, 2019, the original 2015 mortgage was marked satisfied by Plaintiff. On December 5, 2019, Plaintiff and Chateau Ridge, LLC (another LLC owned, at least in part, by Defendant Sinacori) entered into a Memorandum of Agreement (the "Memorandum"), as recorded in Deed Book 1314, Page 253 and Mortgage Book 3945, Page 286 in the Office of the Register of Deeds for Lancaster County. Plaintiff admits to signing the Memorandum, and it was recorded on March 10, 2020. Nothing was recorded in the public records that negatively impacted the Property or the 2019 mortgage priority between execution and recording of the Memorandum. In the Memorandum, Plaintiff agrees that the $421,000 described in the 2019 note and 2019 mortgage had been paid and further sets out an unsecured interest for Plaintiff, depending on the final sales price of the Property. Chateau Ridge, LLC subsequently sold the development project, including the Property, to Toll Southeast LP Company, Inc., on October 27, 2020, as recorded November 5, 2020, for $5,137,500, an amount below the target price such that, pursuant to the terms of the 2019 note, the $387,000 was not due to Plaintiff.

<u>Procedural History</u>

On August 31, 2023, Plaintiff filed its Complaint against the Defendants. Against Defendant Jones, Plaintiff asserts claims for (1) fraud and fraudulent inducement, (2) breach of fiduciary duty, (3) legal malpractice, and (4) violation of the South Carolina Unfair Trade Practice Act. Defendant Jones answered on October 30, 2023. After extensive written discovery and depositions of all parties, Defendant Jones moved for summary judgment on the grounds of (1) statute of limitations, (2) failure of Plaintiff to meet the burden of compensable damages, and (3) failure of Plaintiff to prove evidence of damages or proximate cause for each cause of action.

Standard

Motions for summary judgment are to be granted "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." *George v. Fabri*, 345 S.C. 440, 452 (2001). Pursuant to Rule 56(c) of the South Carolina Rules of Civil Procedure, "the party seeking summary judgment has the initial responsibility of demonstrating the absence of a genuine issue of material fact." *Baughman v. AT&T*, 306 S.C. 101, 115 (1991) (citing *Celotex Corp. v. Catrett*, 477 U.S. 317 (1986)). The opposing party must "do more than simply show that there is some metaphysical doubt as to the material facts [and] must come forward with 'specific facts to show that there is a genuine issue for trial'." *Id.* (citing *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574 (1986)).

Conclusions of Law

This Court is focused on the portion of Defendant Jones' motion regarding the expiration of the statutes of limitation for each cause of action. The limitations period for all of Plaintiff's claims is three years. S.C. Code. Ann. § 15-3-530(7) (fraud); S.C. Code Ann. § 15-3-530(5) (breach of fiduciary duty and legal malpractice); and S.C. Code Ann. § 39-5-150 (violations under SCUTPA). These statutes of limitations began to run when Plaintiff "knew or by the exercise of reasonable diligence should have known that he had a cause of action." S.C. Code. Ann. § 15-3-535. The test is objective. *Wiggins v. Edwards*, 314 S.C. 126 (1994). "The focus is upon the date of the discovery of the injury, not the date of discovery of the wrongdoer." *Id.* at 128. South Carolina's statutes of limitation require "very little to start the clock." *Roe v. Doe*, 28 F.3d 404, 407 (4th Cir. 1994) (citing *Doe v. R.D. and E.D.*, 308 S.C. 139 (1992) and *Wiggins v. Edwards*, 314 S.C. 126 (1994)).

"A cause of action should have been discovered through exercise of reasonable diligence when the facts and circumstances would have put a person of common knowledge and experience on notice that some right had been invaded or a claim against another party might exist." *Maher v. Tietex Corp.*, 331 S.C. 371, 377 (Ct. App. 1998) (citation omitted). "[R]easonable diligence requires a plaintiff to 'act with some promptness.'" *Id.* (citing *Snell v. Columbia Gun Exchange, Inc.*, 276S.C. 301, 303 (1981)). With respect to fraud, the discovery rule focuses on whether the injured party acquired knowledge of any existing facts "sufficient to put said party on inquiry, which, if developed, will disclose the alleged fraud." *Burgess v. Am. Cancer Soc., S.C. Div., Inc.*, 300 S.C. 182, 186 (Ct. App. 1989) (quoting *Walter J. Kline Co. v. Kneece*, 239 S.C. 478, 483 (1962)). Even if the complaining party claims ignorance of existing facts or circumstances, the same result follows if such facts and circumstances could have been known to the party by exercise of ordinary care and reasonable diligence. *Id.* The fact an injured party may not comprehend the full extent of the damage is immaterial. *Dean v. Ruscon Corp.*, 321 S.C. 360, 364, (1996).

"When there is no conflicting evidence or when only one reasonable inference can be drawn from the evidence, the determination of when a party knew or should have known that he or she had a claim becomes a matter of law to be decided by the trial court." *Gibson v. Bank of Am., N.A.*, 383 S.C. 399, 406-407 (Ct. App. 2009) (citation omitted).

Plaintiff Transocean filed its Complaint on August 31, 2023. The evidence demonstrates that the last act by Defendant Jones related in any way to the Property was the recording of the Memorandum on March 10, 2020. This recording put all parties on notice of its contents. S.C. Code. Ann. § 30-7-10 (2005). The "cut off" date relevant to the application of the discovery rule is, therefore, March 10, 2023, meaning Plaintiff's claims against Defendant Jones are barred by the applicable statutes of limitation. There is no genuine issue of material fact that Plaintiff had record notice of all potential claims against Defendant Jones on or before March 10, 2020.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, and DECREED that this Court **GRANTS** Defendant Jones summary judgment on all Plaintiff's claims and dismisses the case against him with prejudice. Importantly, this Court also finds that Plaintiff's counsel of record, J. Cameron Halford, is not at fault regarding the expiration of the statutes of limitation.

IT IS SO ORDERED.

____
The Honorable Donald B. Hocker

Lancaster Common Pleas

Case Caption: Transocean Investments, Inc. VS Kent Davis Jones , defendant, et al

Case Number: 2023CP2901144

Type: Order/Summary Judgment

Circuit Court Judge

s/Donald B. Hocker, Judge Code 2167

STATE OF SOUTH CAROLINA COUNTY OF LANCASTER Transocean Investments, LLC, Plaintiff, vs. Kent Davis Jones; Lisa A. Page; and Russell J. Sinacori, Individually, Defendants.	IN THE COURT OF COMMON PLEAS SIXTH JUDICIAL CIRCUIT CASE NO.: 2023-CP-29-01144 **ORDER GRANTING DEFENDANT PAGE SUMMARY JUDGMENT**

This matter came before the Court upon the Motion for Summary Judgment on behalf of Defendant Lisa A. Page. Each Defendant moved for summary judgment, but this Order deals solely with Defendant Page's Motion. After considering the memoranda and exhibits submitted by the parties, and oral argument before this Court on October 30, 2025, this Court GRANTS Defendant Page summary judgment and dismisses Plaintiff's claims against her with prejudice.

Findings of Fact

This case involves claims against Attorney Lisa Page arising from a commercial land transaction in 2015 between Transocean Investments and entities owned in whole or in part by Defendant Russell Sinacori. Plaintiff Transocean's principle is Jason Vicks, whose wife is Keisha Vicks. Defendant Page served as the settlement agent and was the closing attorney for the 2015 transaction.

2015 Transaction

Carolina Land Ventures entered into a contract with Transocean Investments to purchase approximately 21 acres of land in Lancaster County, South Carolina, TMS #0005-00-002-00 (Subject Property) for $1,921,500. Lisa Page became involved after receiving a copy of the Contract, along with a purported mortgage and promissory note between Carolina Land Ventures and Transocean. Carolina Land Ventures subsequently assigned the contract to Sinacori Builders, LLC. However, the promissory note and mortgage were not changed to reflect the change from Carolina Land Ventures to Sinacori Builders, both of which were owned by Russell Sinacori.

The transaction closed on or around December 16, 2015. Importantly, there was no provision for lender's title insurance for Transocean in the settlement statement or contract, the contract made Transocean responsible for rollback taxes, and the contract made clear that the mortgage would not apply to a 0.70-acre section of the Subject Property that was intended to serve as the entryway to a separate development—the Covington Development.

Carolina Land Ventures gave Transocean a Promissory Note for $1,621,500 and granted Transocean a Mortgage on the Subject Property to secure the Note. The title was recorded December 21, 2015. The Mortgage, however, was not recorded until November 2, 2016, with the Lancaster County Register of Deeds in Book 3254 at Page 1. The Mortgage named Carolina Land Ventures, whereas the deed was in Sinacori Builders' name. According to the settlement statement, Transocean was due $155,547.66 after closing and Transocean did in fact receive these funds after closing.

VK Covington

Simultaneous with the closing of the Transocean transaction, Sinacori Builders also closed on a separate transaction with VK Covington, for which Lisa Page also served as the settlement agent. Sinacori Builders deeded multiple properties to VK Covington, LLC, that was recorded on December 21, 2015. Under the VK Covington Deed, an approximate 0.70-acre portion of the Transocean parcel was transferred to VK Covington to serve as the entrance to the Covington Development. Sinacori Builders also assigned VK Covington its rights under a development agreement, but continued to own the remainder of the Subject Property.

Defendant Page Involvement After 2015

Defendant Page was also involved in efforts in 2017 to correct the 2015 Mortgage and Promissory Note to name Sinacori Builders instead of Carolina Land Ventures. Between February and April 2017, Defendant Page communicated with attorney Cynthia Jones from Horack Talley, who was representing Transocean/Jason Vicks at the time. Defendant Page exchanged emails with attorney Jones attempting to get a new note and mortgage executed. The new note and mortgage, however, was never executed and Attorney Jones and Defendant Page did not continue communications.

Subsequently, in November 2017, Keisha Vicks—Jason Vicks' wife—contacted Defendant Page and others regarding the 2015 Transaction, lodging various complaints and threats. On November 20, 2017, Mrs. Vicks emailed Defendant Page characterizing the 2015 Transaction as a "scam" wherein Defendant Page made misrepresentations and breached her fiduciary duty, threatening to get "authorities" involved. Mrs. Vicks' exchanges with Defendant Page continued in November 2017, with Mrs. Vicks raising issues about the Mortgage recording date and the lack of lender's title insurance. Defendant Page clarified that Transocean did not request and was not given lenders title insurance as part of the 2015 Transaction.

Mrs. Vicks contacted Defendant Page again in October 2018 stating that "the issues surrounding the closing . . . remained unresolved" and to revisit "all the red flags on this closing." Again, Mrs. Vicks raised issues with the disparity in the names between Sinacori Builders and Carolina Land Ventures on the documents, and also raised issues with rollback taxes. In October 2018, both Jason and Keisha Vicks continued to communicate with other individuals about various issues they had with the 2015 Transaction. Jason Vicks, testifying as Transocean's designee at its 30(b)(6) deposition, acknowledged being aware of the issues Mrs. Vicks raised about the 2015 Transaction when the issues were raised in 2017 and 2018.

Defendant Page was no longer involved in discussions with the Vicks after October 2018 and was not involved in the subsequent 2019 "redocumenting" of the 2015 Transaction.

2019 Transaction

In mid-March 2019, Mr. Vicks cooperated with Sinacori to redocument the 2015 Transaction. The redocumenting included Sinacori Builders deeding the Subject Property to another Sinacori owned entity—Chateau Ridge, LLC—executing a new Mortgage and Note, and recording a satisfaction of the 2015 Mortgage with Carolina Land Ventures.

In December 2019, Transocean, Sinacori Builders, and Chateau Ridge entered into a Memorandum of Agreement recorded March 10, 2020, in Mortgage Book 3945 at Page 286. Pursuant to this Agreement, Chateau Ridge recognized the terms of the March 2019 transaction that it was to pay Transocean $421,000, and an additional $387,000 after Chateau Ridge sold the Subject Property. Importantly, Transocean **expressly acknowledged** receipt of the $421,000 payment required under the 2019 Note. Further, Transocean would only be entitled to payment of the $387,000 if the project sold above a target price of $5,800,000. The remaining balance would not be due if the Property sold below the target price. Chateau Ridge subsequently sold the development project that included the Subject Property to Toll Southeast LP Company, Inc., on October 27, 2020, recorded November 5, 2020, for $5,137,500—below the target price. Defendant Page was not involved in the Memorandum of Agreement or the transaction with Toll Southeast.

Complaint

Plaintiff filed its Complaint on August 31, 2023, against Defendant Page, Kent Jones, and Russell Sinacori. Against Defendant Page, Transocean asserts claims for (1) fraud and fraudulent inducement; (2) breach of fiduciary duty; (3) legal malpractice; (4) breach of contract; and (5) violation of the South Carolina Unfair Trade Practice Act. After extensive written discovery between the parties and the parties' depositions, Defendant Page moved for summary judgment primarily on the three-year statute of limitations.

Standard

"Summary judgment is appropriate 'if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.'" *Russell v. Wachovia Bank, N.A.*, 353 S.C. 208, 217, 578 S.E.2d 329, 334 (2003) (quoting Rule 56(c), SCRCP). Summary judgment's purpose is to expedite the disposition of cases not requiring a fact finder. *Nakatsu v. Encompass Indem. Co.*, 390 S.C. 172, 177, 700 S.E.2d 283, 286 (Ct. App. 2010). The burden of proof rests with the party seeking summary judgment; however, the non-moving party must make a showing sufficient to establish the existence of an essential element on which it will bear the burden to prove at trial. *Baughman v. Am. Tel. & Tel. Co*., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991).

The "mere scintilla" standard does not apply to defeat summary judgment, but instead the party must establish a genuine issue of material fact. *Kitchen Planners, LLC v. Friedman*, 440 S.C. 456, 463, 892 S.E.2d 297, 301 (2023). "A fact is material if it 'might affect the outcome of the suit under the governing law.'" *Libertarian Party of Va. V. Judd*, 718 F.3d 308, 313 (4th Cir. 2013) (quoting *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986)). A dispute is "genuine" if "a reasonable jury could return a verdict for the non-moving party." *Strothers v. City of Laurel*, 895 F.3d 317, 326 (4th Cir. 2018) (quoting *Anderson*, 477 U.S. at 248). It is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not genuine. *Town of Hollywood v. Floyd*, 403 S.C. 466, 477, 744 S.E.2d 161, 166 (2013). Further, it is appropriate for the court to grant summary judgment on the statute of limitations in legal malpractice actions when there is no genuine issue of material fact as to when the plaintiff knew or should have known of a claim outside of the statute. *See Christensen v. Mikell*, 324 S.C. 70, 73, 476 S.E.2d 692, 694 (1996).

Conclusions of Law

I. Defendant Page is entitled to summary judgment on all Transocean's claims because there is no genuine issue of material fact that Plaintiff knew or should have known of the facts giving rise to the claims more than three years before Transocean filed suit.

The limitations period for all of Transocean's claims is three years. *See* S.C. Code Ann. § 15-3-530 (1) (breach of contract); 530(5) (an action for any injury to a person, which would include fraud, legal malpractice, and breach of fiduciary duty); S.C. Code Ann § 39-5-150 (three-year limitations period for SCUTPA claim). Pursuant to the discovery rule, the statute of limitations begins to run when the injured "person knew or by the exercise of reasonable diligence should have known that he had a cause of action." S.C. Code. Ann. § 15-3-535; *Stokes-Craven Holding Corp. v. Robinson*, 416 S.C. 517, 525-26, 787 S.E.2d 485, 489 (2016); *Walbeck v. I'On Co., LLC*, 426 S.C. 494, 519, 827 S.E.2d 348, 361 (Ct. App. 2019); *Dean v. Ruscon Corp.*, 321 S.C. 360, 363–64, 468 S.E.2d 645, 647 (1996). The test is objective. *Wiggins v. Edwards*, 314 S.C. 126, 442 S.E.2d 169 (1994). South Carolina's statute of limitations requires "very little to start the clock." *Roe v. Doe*, 28 F.3d 404, 407 (4th Cir. 1994) (applying South Carolina law).

"A cause of action should have been discovered through exercise of reasonable diligence when the facts and circumstances would have put a person of common knowledge and experience on notice that some right had been invaded or a claim against another party might exist." *Maher v. Tietex Corp.*, 331 S.C. 371, 377, 500 S.E.2d 204, 207 (Ct. App. 1998). With respect to fraud, the discovery rule focuses on whether the injured party acquired knowledge of any existing facts "sufficient to put said party on inquiry, which, if developed, will disclose the alleged fraud." *Burgess v. Am. Cancer Soc., S.C. Div., Inc.*, 300 S.C. 182, 186, 386 S.E.2d 798, 800 (Ct. App. 1989) (quoting *Walter J. Kline Co. v. Kneece*, 239 S.C. 478, 483, 123 S.E.2d 870, 874 (1962)). Even if the injured party claims ignorance of existing facts or circumstances, the same result follows if such facts and circumstances could have been known to the party by exercise of ordinary care and reasonable diligence. *Id.*

“The statute is not delayed until the injured party seeks advice of counsel or develops a full-blown theory of recovery; instead, reasonable diligence requires a plaintiff to ‘act with some promptness.’” *Id.* (quoting *Snell v. Columbia Gun Exch., Inc.*, 276 S.C. 301, 303, 278 S.E.2d 333, 334 (1981)). Further, the fact an injured party may not comprehend the full extent of the damage is immaterial. *Dean*, 321 S.C. at 364, 468 S.E.2d at 647. In other words, the discovery rule does not “require absolute certainty [that] a cause of action exists before the statute of limitations begins to run.” *Bayle v. S.C. Dep't of Transp.*, 344 S.C. 115, 126, 542 S.E.2d 736, 741 (Ct. App. 2001).

“[W]hen there is no conflicting evidence, the determination of when a party knew or should have known that he or she had a claim becomes a matter of law to be decided by the trial court.” *Walbeck*, 426 S.C. at 520, 468 S.E.2d at 647 (quoting *Turner*, 381 S.C. at 110, 671 S.E.2d at 641).

Transocean filed its Complaint on August 31, 2023. The “cut off” date relevant to the application of the discovery rule is August 31, 2020, meaning if Transocean knew or should have known of facts giving rise to the claims prior to August 31, 2020, the claims are barred. There is no genuine issue of material fact that Transocean was actually aware of potential claims against Defendant Page before August 31, 2020.

Against Defendant Page, Transocean’s primary issues revolve around lack of lenders title insurance for the 2015 Transaction, timely recording the 2015 Mortgage, and the VK Covington transaction. With respect to the lack of title insurance, Transocean was or should have been aware of the lack of title insurance: (1) at the 2015 closing because the contract did not include a request for lender’s title insurance and the executed settlement statement did not have an amount set for lender’s title insurance; (2) in April 2017 when attorney Cyntha Jones on Transocean’s behalf referenced title insurance in communications with Defendant Page; (3) in November 2017 when Keisha Vicks claimed Defendant Page breached her fiduciary duty and described the entire transaction as a scam, and spoke with the title insurance company to learn there was no lender’s policy; (4) in October 2018 when Defendant Page explained to Mr. and Mrs. Vicks that there was no lender's title insurance; and (5) in March 2019 when Attorney Frick demanded title insurance for Transocean when redocumenting the loan because Transocean did not get it in the 2015 Transaction.

With respect to the delayed recording of the 2015 Mortgage, Transocean was or should have been aware: (1) in April 2017 when attorney Cynthia Jones on Transocean's behalf discussed recording new mortgages with the correct parties and conducting a title search to see if there were any superior liens; (2) in November 2017 when Keisha Vicks specifically mentioned the failure to record the mortgage at closing and that the Subject Property was transferred before the 2015 Mortgage was recorded; (3) in October 2018 when Keisha Vicks in communications with third parties discussed the deed recordings; and (4) in March 2019 when the transaction was redocumented with a new mortgage and an executed satisfaction of the 2015 Mortgage.

With respect to the VK Covington Transaction, Transocean was or should have been aware of that transaction: (1) at the December 2015 closing because the contract Transocean signed specifically mentioned the VK Covington Transaction and that a 0.70-acre portion of the Subject Property would serve as the entrance to the Covington subdivision; (2) in November 2017 when Keisha Vicks mentioned the Subject Property being resold "free and clear" of Transocean's mortgage; and (3) in October 2018 when Keish Vicks mentioned the VK Covington Transaction and how a portion of the parcel was transferred.

Transocean admitted being aware of many of the above facts at the time they occurred. Jason Vicks, serving as Transocean's 30(b)(6) designee, testified he understood that the 2015 settlement statement did not have funds allocated for lender's title insurance or a stated amount for lender's title insurance. Although Mr. Vicks believed lender's title insurance would be standard, he could not recall if it was requested. Further, Mr. Vicks testified that Transocean hired attorney Cynthia Jones in the spring of 2017 to help resolve issues with the 2015 Transaction. The fact that Transocean engaged an attorney in 2017 to advise it on the 2015 Transaction issues demonstrates it actually knew or should have known of issues with the 2015 Transaction in the spring of 2017.

Mr. Vicks also testified he knew in November 2017 that Keisha Vicks was raising issues directly with Defendant Page, including allegations Defendant Page breached her fiduciary duty. When discussing the November 2017 emails, Mr. Vicks was asked: "So, at this point in time, Transocean knew that the lender's policy was an issue, that title policies were an issue for the transaction? A: it seems as if it was discovered." The same can be said of the October 2018 Keisha Vicks emails, with Mr. Vicks testifying he was aware at the time Mrs. Vicks sent the emails that the issues Transocean had with the 2015 Transaction remained unresolved. Moreover, Mr. Vicks testified he was aware in March 2019 of Attorney Tracy Frick's efforts to resolve Transocean's issues with the 2015 Transaction, including the lack of lender's title insurance.

Defendant Page confirmed in her deposition the timing of when she was contacted either by attorneys on behalf of Transocean or Mrs. Vicks about purported issues with the 2015 Transaction, all occurring in 2017. She also confirmed she worked only on the 2015 Transaction and did not have any hand in the 2019 Transaction. Kent Jones confirmed in his deposition that Defendant Page was not involved in the 2019 Transaction. Likewise, Defendant Sinacori testified Defendant Page was not involved in the 2019 Transaction.

Based on the evidence above, there is no genuine issue of material fact that Transocean was aware of the facts giving rise to claims against Defendant Page prior to August 31, 2020, having expressly raised those concerns in 2017 and 2018, and engaging attorneys to address those concerns during that time. Further, there is no genuine issue of material fact that Defendant Page was not involved in the 2019 Transaction. Because there is no genuine issue of material fact that Transocean knew or should have known of the facts giving rise to claims against Defendant Page before August 31, 2020, but Transocean did not file suit until August 31, 2023, Transocean's claims against Defendant Page are barred by the three-year statute of limitations.

Therefore, this Court hereby **GRANTS** Defendant Page summary judgment on all of Transocean's claims, and dismisses the case against her with prejudice. Further, and importantly, this Court finds that Transocean's current counsel, Cameron Halford, was not at fault in the statute of limitations expiring.

IT IS SO ORDERED.

The Honorable Donald B. Hocker

Lancaster Common Pleas

Case Caption: Transocean Investments, Inc. VS Kent Davis Jones , defendant, et al

Case Number: 2023CP2901144

Type: Order/Summary Judgment

Circuit Court Judge

s/Donald B. Hocker, Judge Code 2167

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT
2023-CP-29-01144

TRANSOCEAN INVESTMENTS, INC.,

Plaintiff,

v.

KENT DAVIS JONES; LISA A. PAGE; and RUSSELL J. SINACORI, individually,

Defendants.

ORDER DENYING PLAINTIFF'S MOTIONS TO RECONSIDER, ALTER OR AMEND THE SUMMARY JUDGMENT ORDERS ENTERED IN FAVOR OF ALL DEFENDANTS

THIS MATTER came for consideration by the Honorable Donald B. Hocker on Plaintiff's Motions to Reconsider, Alter or Amend each of the Summary Judgment Orders entered by this Court in favor of all Defendants. On January 30, 2026, Plaintiff filed three separate Motions to Reconsider (one for each of the January 20, 2026 Summary Judgment Orders). On February 5, 2026, Plaintiff filed an Amended Motion to Reconsider as against Defendant Sinacori. These three motions were considered only on briefs and without oral argument, as agreed upon by all parties in the February 18, 2026 Consent Order. After considering Plaintiff's Motions, the memoranda submitted on behalf of all parties, the original summary judgment motions and supporting submissions and arguments, and the court file, the Court finds there is no basis to reconsider, alter or amend any of the original Summary Judgment Orders; accordingly, Plaintiff's Motions to Reconsider, Alter or Amend the Summary Judgment Orders are DENIED.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, and DECREED that this Court **DENIES** Plaintiff's Motions to Reconsider, Alter or Amend each of the Summary Judgment Orders such that the three January 20, 2026 Orders Granting

Summary Judgment in favor of the Defendants remain the law of this case, and all of Plaintiff's claims against each of the Defendants remain dismissed with prejudice.

IT IS SO ORDERED.

The Honorable Donald B. Hocker

Lancaster Common Pleas

Case Caption: Transocean Investments, Inc. VS Kent Davis Jones , defendant, et al

Case Number: 2023CP2901144

Type: Order/Other

Circuit Court Judge

s/Donald B. Hocker, Judge Code 2167

Electronically signed on 2026-05-11 12:08:29 page 3 of 3

RECEIVED
Jun 10 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

Donald B. Hocker, Circuit Judge

Common Pleas Case No. 2023-CP-29-01144

Transocean Investments, Inc.,..…………...…………………………………Appellant,

v.

Kent Davis Jones; Lisa A. Page; and Russell J. Sinacori, individually,…Respondents.

NOTICE OF APPEAL

Transocean Investments, Inc. (hereinafter "Appellant") appeals from the orders of the Honorable Donald B. Hocker filed January 20, 2026 (three orders filed that date), and May 11, 2026 (one order filed that date, denying a motion to alter or amend). Copies of these orders are submitted to the Court of Appeals herewith. Appellant received written notice of these orders on the dates each was filed.

June 10, 2026

Respectfully submitted,

/s/ Andrew S. Radeker
Andrew S. Radeker
S.C. Bar No. 73743
Radeker Law, P.A.
6511 Dare Circle
Columbia, South Carolina 29206
(803) 500-0891
drew@radekerlaw.com
Attorney for Appellant

Other Counsel of Record:

Amy P. Hunt
S.C. Bar No. 75185
Alexander Ricks PLLC
1420 E. 7th Street, Suite 100
Charlotte, North Carolina 28204
(980) 334-2005
amy.hunt@alexanderricks.com
Attorney for Respondent Kent Davis Jones

Skyler Cole Wilson
S.C. Bar No. 102865
Copeland, Stair, Valz & Lovell, LLP
40 Calhoun Street, Suite 400
Charleston, South Carolina 29401
(843) 266-8221
swilson@csvl.law
Attorney for Respondent Lisa A. Page

Don R. Terry
S.C. Bar No. 101395
Windle Terry Bimbo
150 Middlestone Way, Suite C
Greenville, South Carolina 29615
(864) 520-4847
dterry@wtbconstructionlaw.com
Attorney for Respondent Russell J. Sinacori

RECEIVED
Jun 10 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

Donald B. Hocker, Circuit Judge

Common Pleas Case No. 2023-CP-29-01144

Transocean Investments, Inc.,..…………...…………………………………Appellant,

v.

Kent Davis Jones; Lisa A. Page; and Russell J. Sinacori, individually,…Respondents.

PROOF OF SERVICE

I certify that I have served the foregoing notice of appeal on the date given below by emailing it to opposing counsel at the address(es) noted below.

Amy P. Hunt, Esq., at amy.hunt@alexanderricks.com
Skyler Cole Wilson, Esq., at swilson@csvl.law
Don R. Terry, Esq., at dterry@wtbconstructionlaw.com

Respectfully submitted,

/s/ Andrew S. Radeker
Andrew S. Radeker
S.C. Bar No. 73743
Attorney for Appellant

June 10, 2026

RECEIVED
Jun 15 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge
Case No.: 2023-CP-29-01144

Appellate Case No. 2026-001299

Transocean Investments, Inc.,..Appellant

v.

Kent Davis Jones; Lisa A. Page; and Russell J. Sinacori, individually, ... Respondents.

RESPONDENTS PAGE AND JONES' NOTICE OF CROSS-APPEAL

Respondents Lisa A. Page and Kent Davis Jones submit this cross appeal pursuant to Rule 203(c), SCACR, of the following orders:

1. Judge Gibbons' Order denying Defendants' Motion to Dismiss, dated June 17, 2024. ***See* Exhibit A.**

Appellant filed its Notice of Appeal on June 10, 2026. Under Rule 203(c), SCACR, a notice of cross appeal is due by June 15, 2026.

COPELAND, STAIR, VALZ & LOVELL, LLP

This 15th day of June, 2026.

s/ Skyler C. Wilson
Douglas W. MacKelcan
S.C. Bar No.: 76332
Skyler C. Wilson
S.C. Bar No.: 102865
40 Calhoun Street, Suite 400
Charleston, SC 29401

dmackelcan@csvl.law
swilson@csvl.law
Phone: (843) 727-0307
Attorneys for Respondent/Appellant Page

ALEXANDER RICKS, PLLC

/ s / Amy P. Hunt
Amy P. Hunt / S.C. Bar No. 75185
Miller F. Capps / S.C. Bar No. 106146
1420 E. 7th St., Suite 100
Charlotte, NC 28204
Tel: 980-334-2005
Fax: 704-365-3676
Amy.hunt@alexanderricks.com
miller.capps@alexanderricks.com
Attorneys for Respondent/Appellant Jones

RECEIVED
Jun 15 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge
Case No.: 2023-CP-29-01144

Appellate Case No. 2026-001299

Transocean Investments, Inc.,..Appellant

v.

Kent Davis Jones; Lisa A. Page; and Russell J. Sinacori, individually, ... Respondents.

PROOF OF SERVICE

I certify that I have served ***Respondents' Notice of Cross-Appeal*** upon the parties below by electronic mail, addressed as follows:

Andrew S. Radeker, Esq.
Radeker Law, P.A.
6511 Dare Circle
Columbia, SC 29206
drew@radekerlaw.com
Counsel for Appellant

Donald R. Terry, Esq.
150 Milestone Way, Ste. C
Greenville, SC 29615
dterry@wtbconstructionlaw.com
Counsel for Respondent Russell J. Sinacori

This 15th day of June, 2026.

COPELAND, STAIR, VALZ & LOVELL, LLP

s/Skyler C. Wilson
Douglas W. MacKelcan
S.C. Bar No.: 76332
Skyler C. Wilson
S.C. Bar No.: 102865
Attorneys for Respondent Lisa A. Page

40 Calhoun Street, Suite 400
Charleston, SC 29401
dmackelcan@csvl.law
swilson@csvl.law
Phone: (843) 727-0307

The South Carolina Court of Appeals

Transocean Investments, Inc., Appellant-Respondent,

v.

Kent Davis Jones; Lisa A. Page; and Russell J. Sinacori, individually, Respondents,

of whom Kent Davis Jones and Lisa A. Page are the Respondents-Appellants.

Appellate Case No. 2026-001299

The Honorable Brian M. Gibbons
Lancaster County
Trial Court Case No. 2023CP2901144

ORDER

The time for serving and filing the appellant's initial brief and designation of matter of Respondents-Appellants and Appellant-Respondent is hereby extended until August 28, 2026.

FOR THE COURT

BY Catherine Jannino, deputy
CLERK

Columbia, South Carolina

FILED
Aug 07 2026

cc:
J. Cameron Halford, Esquire
Miller Freeman Capps, Esquire

Amy Purwin Hunt, Esquire
Douglas Walker MacKelcan, III, Esquire
Skyler Cole Wilson, Esquire
Don Russell Terry, Esquire
Andrew Sims Radeker, Esquire

RECEIVED
Aug 28 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge
Case No.: 2023-CP-29-01144

Appellate Case No. 2026-001299

Transocean Investments, Inc.,……………………………….Appellant-Respondent,

v.

Kent Davis Jones; Lisa A. Page; and Russell J. Sinacori, individually, ... Respondents,

of whom Kent Davis Jones and Lisa A. Page are the………..Respondents-Appellants.

PROOF OF SERVICE

I certify that I have served ***Respondents-Appellants Return to Transocean's Motion to Dismiss***, upon the parties below by electronic mail, addressed as follows:

Andrew S. Radeker, Esq.
Radeker Law, P.A.
6511 Dare Circle
Columbia, SC 29206
drew@radekerlaw.com
Counsel for Appellant

Amy P. Hunt, Esq.
Miller Freeman Capps, Esq.
Alexander Ricks, PLLC
1420 E. 7th Street, Ste. 100
Charlotte, NC 28204
Amy.hunt@alexanderricks.com
miller.capps@alexanderricks.com
Counsel for Respondent Kent Davis Jones

Donald R. Terry, Esq.
150 Milestone Way, Ste. C
Greenville, SC 29615
dterry@wtbconstructionlaw.com
Counsel for Respondent Russell J. Sinacori

This 28th day of August, 2026.

COPELAND, STAIR, VALZ & LOVELL, LLP

s/Skyler C. Wilson
Douglas W. MacKelcan
S.C. Bar No.: 76332
Skyler C. Wilson
S.C. Bar No.: 102865
Attorneys for Respondent Lisa A. Page

40 Calhoun Street, Suite 400
Charleston, SC 29401
dmackelcan@csvl.law
swilson@csvl.law
Phone: (843) 727-0307