

EXHIBIT 9

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

FILED - CLERK OF COURT
GREENVILLE - CO. S.C.
PAUL B. MAERTENS/MSR
2013 JAN 9 PM 4 53

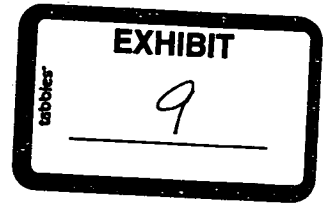
Sherman Financial Group, LLC,)
)
Plaintiff,)
)
v.)
)
FM FRI Greenville, LLC,)
)
Defendant.)
_____)

C.A. No. 2013-CP-23-03075

**NOTICE OF MOTION AND MOTION
FOR CONTEMPT, SANCTIONS,
AWARD OF ADDITIONAL MONTHS' RENT,
AND INVOLUNTARY DISMISSAL**

TO: PLAINTIFF SHERMAN FINANCIAL GROUP, LLC AND ITS COUNSEL:

Steven E. Farrar, Esq.
Jason D. Maertens, Esq.
SMITH MOORE LEATHERWOOD LLP
300 East McBee Avenue, Suite 500
Greenville, SC 29601



NOW COMES the Defendant, FM FRI Greenville, LLC ("FM FRI" or "Landlord"), at such time as the Court may set but in no event sooner than ten (10) days from the date of filing, by and through its undersigned counsel, which moves the Court pursuant to, *inter alia*, S.C. Code Ann. § 14-5-320, §15-35-180, and SCRPC 70 for an Order holding the Plaintiff, Sherman Financial Group, LLC ("Sherman" or "Tenant"), in civil contempt due to its failure to comply with the Court's Order of November 13, 2013 in which Sherman was ordered to pay past due rent payments for June and July not later than November 15, 2013, subject to this Court's contempt powers. Said Order is attached hereto as **Exhibit A**. Tenant moved to reconsider such order, and said motion was denied by subsequent order dated December 23, 2013. Said Order is attached hereto as **Exhibit B**. As of the date of this filing, Sherman has failed to make payment of June rent, July rent, August rent, September rent, October rent, and November rent, all of

which are past due. See previously filed Affidavit of Brian Scheidemeyer, a true and correct copy of which is attached hereto as **Exhibit C**. Sherman was ordered by the Court to make payment of June and July rent to Landlord in the amount of \$313,757.86 by November 15, 2013 and has acted and continues to act in contravention of said Order. Landlord seeks all remedies available to it under the Court's inherent contempt power, including, without limitation, all damages due and owing under the Lease, dismissal of Tenant's claims and reply defenses with prejudice, a lump sum fine payable to the Court, a *per diem* fine for Tenant's non-compliance, garnishment of one or more bank accounts of Tenant for purposes of paying the \$313,757.86, incarceration of one or more of Sherman's principals, and reasonable attorneys' fees and costs.

In addition, FM FRI seeks an order awarding FM FRI the additional past due rent for the months of August, September, October, and November 2013, on the basis that this Court has ruled in its Order of November 13, 2013 "that 27-37-155 does not prohibit Landlord from collecting past due rent under the facts of this case." See Exhibit A, p. 3. It is the unappealed law of the case that such past due rent is now due and owing and must be paid from Tenant to Landlord. In addition, FM FRI seeks involuntary dismissal of Tenant's pleadings pursuant to Rule 41(b), SCRCP, which explicitly allows the Court to dismiss an action or any claims against a defendant for failure of a plaintiff to comply with any order of Court.

This motion is supported by the attached Orders, previous Orders in this case, state law, whether common or statutory, and any such memorandum and affidavits as may be submitted prior to hearing. Pursuant to Rule 11, SCRCP, counsel for Movant certifies that a consultation with counsel for Tenant prior to the filing of this motion would serve no useful purpose.

Respectfully submitted,



Cynthia Buck Brown, SC Bar No. 66172
Calvin T. Vick, Jr., SC Bar No. 68187
R. Patrick Smith, SC Bar No. 68270
HARPER, LAMBERT & BROWN, P.A.
PO Box 908
Greenville, SC 29602
PH: 864-235-5535
FAX: 864-235-6866
cbrown@hlblegal.com
psmith@hlblegal.com
Attorneys for Defendant, FM FRI Greenville, LLC

January 7, 2014
Greenville, South Carolina

EXHIBIT A

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

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
JUDGMENT IN A CIVIL CASE
CASE NO. 2013CP2303075

2013 NOV 13 PM 4 10

Sherman Financial Group LLC vs. FM FRI Greenville LLC

- 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):**
- SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Rule 12(b), SCRPC; Rule 41(a),
 Other: _____
- ACTION STRICKEN (CHECK REASON):**
- Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 Other: _____
- 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; Statement of Judgment by the Court:

NOTICE

This is a notice to you that an Order For Tenant To Pay June/July Rent/Motion For Contempt Preserved in this case has been filed in the Clerk of Court's Office. To obtain a certified copy, you may contact our office by phone (864) 467-8551 or email a request to bjeffords@greenvillecounty.org. If you would like a copy via email, please provide a valid email address.

Dated at Greenville, South Carolina, this 13th day of November, 2013.

PRESIDING JUDGE -

Steven E. Farrar Smith Moore Leatherwood LLP
P.O. Box 87 Greenville, SC 29602
William B. Swent Smith Moore Leatherwood LLP
P.O. Box 87 Greenville, SC 296020087
Jason Daniel Maertens Smith Moore Leatherwood
LLP P.O. Box 87 Greenville, SC 29602

ATTORNEY(S) FOR THE PLAINTIFF(S)

Cynthia Buck Brown Harper, Lambert & Brown,
P.A. P.O. Box 908 Greenville, SC 29602
Calvin Theodore Vick Jr. Harper, Lambert &
Brown, P.A. P.O. Box 908 Greenville, SC 29602
Raymond Patrick Smith Harper, Lambert & Brown,
P.A. P.O. Box 908 Greenville, SC 29602

ATTORNEY(S) FOR THE DEFENDANT(S)

Paul B. Wickensimer Greenville County Clerk Of Court
- Clerk of Court

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

Sherman Financial Group, LLC,)
)
Plaintiff,)
)
v.)
)
FM FRI Greenville, LLC,)
)
Defendant.)

C.A. No. 2013-CP-23-03075

ORDER

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMMER
2013 NOV 13 PM 4 10

This matter has been referred to the Greenville County Master-In-Equity by Order of the Circuit Court dated September 16, 2013. Before the Court on November 5, 2013 by way of hearing was the Motion of the Defendant, FM FRI Greenville, LLC ("Defendant" or "Landlord") for Contempt and Sanctions. Sherman Financial Group, LLC ("Plaintiff" or "Tenant") opposed such motion. Also before the Court was Tenant's Motion for Withdrawal of the Preliminary Injunction reduced to writing and filed on June 26, 2013 (which injunction incorporated the Temporary Restraining Order of May 31, 2013 where not inconsistent) and return of the \$152,137.76 cash bond incident to the Temporary Restraining Order (the "bond"). Landlord did not oppose the withdrawal of the Preliminary Injunction but opposed the return of the bond.

PROCEDURAL SUMMARY

On or about June 11, 2013, Tenant filed a motion for leave to deposit certain rents with the Court. Tenant asserted in said motion, among other things, its right to a certain alleged tenant allowance. On July 31, 2013, the Circuit Court entered an Order denying such motion and directing Tenant to "bring the rent current by making the full payment of both June and July rent to the Defendant in accordance with the terms of the lease." Said Order found that "the specific

terms of the lease require payment.” The Order also provided that the “issue of whether there has been a material breach under the contract is outstanding,” and is “appropriately left to a trial on the merits, allowing for a full inspection by the triers of fact.” Tenant filed a motion to reconsider. The Court denied such motion by way of Order dated August 23, 2013. In said Order, the Court stated that it “made no rulings with respect to the merits of the case and leaves open for a trial on the merits all justiciable issues raised in the parties’ pleadings.” The Court also stated that the Order was without prejudice to any party with respect to the alleged tenant allowance or allegations of breach under the lease.

Before the Court is the Affidavit of Brian Schiedemeyer dated November 4, 2013 indicating the Tenant has not paid June, July, August, September, October, or November 2013 rent. Such affidavit has calculated the amounts past due under the lease for June and July 2013 in the amount of \$313,757.86.

Landlord argues that Tenant should be held in contempt for failure to bring the rent current in accordance with the July 31, 2013 Order. Tenant argues that the only remedy available under Section 27-37-155 of the South Carolina Code of Laws for failure to pay rent is ejectment, and the Court does not have the authority to compel Tenant to pay rent under that Section. Accordingly, Tenant argues that it cannot be held in contempt because to interpret the Orders as Landlord suggests would be to follow an order that is unauthorized under Section 27-37-155 and is unconstitutional.

LEGAL ANALYSIS

A. The prior Orders are the law of the case.

The July 31, 2013 Order and the August 23, 2013 Order are the law of the case. See, e.g., ML-Lee Acquisition Fund, L.P. v. Deloitte & Touche, 327 S.C. 238, 241, 489 S.E.2d 470, 472

(1997) (unappealed ruling is the law of the case). It is well-settled that a successor judge cannot reverse, overrule, or disregard the rulings of a prior judge. Charleston County Dept. of Social Services v. Father, 317 S.C. 283, 288, 454 S.E.2d 307, 310 (1995). Notwithstanding the prior Orders of Judge Stilwell, this Court would likewise rule that 27-37-155 does not prohibit Landlord from collecting past due rent under the facts of this case.

The July 31, 2013 Order directs Tenant to bring the rent current by making full payment of June and July rent to Landlord. Such has not been done. This Court will enforce such Order, and directs Tenant to make such past due rent payments for June and July not later than November 15, 2013. Non-payment shall subject Tenant to this Court's contempt powers.

B. The bond must remain in place.

The Court has previously ordered in the Temporary Restraining Order that the \$152,137.76 shall remain on deposit with the Court as a bond incident to the Temporary Restraining Order. The Preliminary Injunction incorporates the Temporary Restraining Order, where not inconsistent. The bond shall stay in place through the conclusion of this case, or until further order of the Court.

CONCLUSION

Based on the foregoing, it is

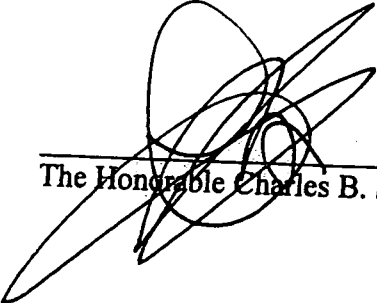
ORDERED, ADJUDGED AND DECREED that Tenant shall make payment of June and July rent to Landlord in the amount of \$313,757.86 on or before November 15, 2013. All other issues related to Landlord's motion for contempt and sanctions, including Landlord's alleged right to additional months' rent, are held in abeyance and preserved.

By consent, the Preliminary Injunction dated June 26, 2013, incorporating the Temporary Restraining Order dated May 31, 2013 where not inconsistent, is withdrawn and dissolved.



The bond in the amount of \$152,137.76 shall remain in place through the conclusion of this case or until further order of the Court.

IT IS SO ORDERED.


The Honorable Charles B. Simmons, Jr.

November 8, 2013
Greenville, South Carolina

EXHIBIT B

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2013CP2303075

THE COURT OF COMMON PLEAS
Sherman Financial Group
LLC

FILED-CLERK OF COURT

GREENVILLE CO. S.C.
PAUL B. WICKENSIMMER

FM FRI Greenville LLC

2013 DEC 23 PM 1 40

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for: Plaintiff Defendant
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

STATE OF SOUTH CAROLINA

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. See Page 2 for additional information.

ACTION DISMISSED (CHECK REASON):

Rule 43(k), SCRPC (Settled); Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit);

ACTION STRICKEN (CHECK REASON):

Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Rule 40(j) SCRPC; Bankruptcy; Other:

DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):

Affirmed; Reversed; Remanded; Other:

Submitted by:

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

ORDERED AND ADJUDGED:

See attached order; (formal order to follow) Statement of Judgment by the Court.

DECISION BY THE COURT

This order ends: does not end the case.

Additional information for the Clerk:

ORDER INFORMATION

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

Judge Code

12/23/2013

Date

For Clerk of Court Office Use Only

This judgment was entered on 23rd day of december, 2013, and a copy mailed first class or placed in the appropriate attorney's box on 23rd day of december, 2013, to attorneys of record or to parties (when appearing pro se) as follows:

Steven E. Farrar Smith Moore Leatherwood LLP P.O. Box
87 Greenville, SC 29602
William B. Swent Smith Moore Leatherwood LLP P.O. Box
87 Greenville, SC 29602-0087
Jason Daniel Maertens Smith Moore Leatherwood LLP P.O.
Box 87 Greenville, SC 29602

ATTORNEY(S) FOR THE PLAINTIFF(S)

Cynthia Buck Brown Harper, Lambert & Brown, P.A. P.O.
Box 908 Greenville, SC 29602
Calvin Theodore Vick Jr. Harper, Lambert & Brown, P.A.
P.O. Box 908 Greenville, SC 29602
Raymond Patrick Smith Harper, Lambert & Brown, P.A.
P.O. Box 908 Greenville, SC 29602

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Paul B. Wickensimer Greenville County Clerk Of
Court - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

Sherman Financial Group, LLC,)
)
Plaintiff,)

C.A. No. 2013-CP-23-03075

v.)

FM FRI Greenville, LLC,)
)
Defendant.)

ORDER

FILED-CLERK OF COURT
GREENVILLE CO, S.C.
PAUL W. HARRIS-SIMON
2013 DEC 23 PM 11:59

This matter was referred by Order of the Circuit Court dated September 16, 2013. On or about November 13, 2013, this Court entered an Order enforcing the prior Order of Judge Stilwell in which he ordered Sherman Financial Group, LLC ("Sherman" or "Tenant") to make payment of June and July 2013 rent to FM FRI Greenville, LLC ("FM FRI" or Landlord). In that the Tenant had still not paid the rent as directed by Judge Stilwell, this Court ordered that it be paid on or before November 15, 2013. Further, and by consent of the parties, the Court dissolved a certain preliminary injunction and the Court ordered the previously established bond in the amount of \$152,137.76 remain in place through the conclusion of the case or further order of the Court. On or about November 15, 2013, Tenant filed a Motion to Reconsider the November 13, 2013 Order. Before the Court on December 17, 2013 by way of hearing was such motion to reconsider. Landlord opposed such motion. The Motion, as noted below, is denied.

LEGAL ANALYSIS

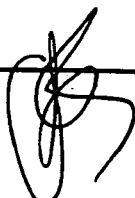
A. The Court had the authority to make the rulings in question in the November 13, 2013 Order.

This is a hotly contested lawsuit between two sophisticated LLC's. There are multiple significant and as of now unlitigated issues between the parties arising out of a long-term commercial lease between the parties.

As relates to the narrow issue presented in Tenant's Motion to Reconsider, it is fairly straight forward. Tenant aggressively questions the Court's inherent authority to invoke its contempt powers in the event that Orders of the Court are not complied with. Initially, it is fundamental that a court with proper jurisdiction has the inherent authority to impose, if necessary and appropriate, contempt sanctions in the event its orders are not complied with. The court may punish by fine or imprisonment, at the discretion of the court, all contempts of it's authority in any cause or hearing before the same. See, e.g., S.C. Code Ann. § 14-5-320; 15-35-180; Rule 70, SCRPC. The power to punish for contempt is necessarily inherent in all courts. Miller v. Miller, 375 S.C. 443, 455, 652 S.E.2d 754, 760 (Ct. App. 2007). Its existence is essential to the preservation of order in judicial proceedings, and to the enforcement of the judgments, orders and writs of the courts, and consequently to the due administration of justice. Id.; Ex parte Cannon, 385 S.C. 643, 660-61, 685 S.E.2d 814, 824 (Ct. App. 2009).

B. The Court properly ruled in accordance with the law of the case doctrine.

The previous orders dated July 31, 2013 and August 23, 2013 (the Order denying Tenant's Motion to Reconsider Judge Stilwell's Order of 7/31/2013) are the law of the case. See, e.g., ML-Lee Acquisition Fund, L.P. v. Deloitte & Touche, 327 S.C. 238, 241, 489 S.E.2d 470, 472 (1997) (unappealed ruling is the law of the case). It is well-settled that a successor judge cannot reverse, overrule, or disregard the rulings of a prior judge. Charleston County Dept. of Social Services v. Father, 317 S.C. 283, 288, 454 S.E.2d 307, 310 (1995). The July 31, 2013 Order signed by Judge Stilwell clearly directs Tenant to bring the rent current by making



full payment of June and July 2013 rent to Landlord. This Court's November 13, 2013 Order enforces the plain language of such prior Order and is both proper and necessary. The fact that the Order of November 13, 2013 states that Tenant may be held in contempt of court simply states the inherent authority noted above. Further, and important to note, is that there is no contempt issue before the Court at this time nor has there been a finding of contempt by the Court relative to Tenants continued nonpayment of rent as directed by Judge Stilwell in his Order filed July 31, 2013. Rather, Tenant argues the Court exceeded its authority by stating that it could be held in contempt for failure to comply with orders of the Court. Such is simply not the law. Despite Tenant's argument, the Court finds that without the ability to enforce its Orders by contempt, the Orders entered thus far become merely advisory with no real enforceability component.

C. The Court acted within the authority granted in S.C. Code Ann. § 27-37-155.

S.C. Code Ann. § 27-37-155(B)(5) declares that "If the court orders that the tenant pay all rent due and accruing as of and during the pendency of the action as provided by Section 27-37-150 and this section, the order may require the payments to be made (a) **directly to the commercial landlord** or to the clerk of court, to be held until final disposition of the case." (Emphasis added). Such is precisely what the Court ordered. S.C. Code Ann. § 27-37-150 indicates that the "**rental for the use and occupancy of the premises involved shall continue to accrue so long as the tenant remains in possession of the premises.**" (Emphasis added). There is no question but that Tenant was in possession of the premises during June and July, 2013. This Court properly applied the statute as written, which evidences the preference of the legislature for direct payment to commercial landlords during the pendency of litigation involving tenancy.

Further, Tenant argues that 27-37-155 provides the sole and exclusive remedy for Landlord and that the Court lacks authority to require payment of rent or enforcement of any such orders by contempt. The Court finds, in light of Judge Stilwell's Order and to the extent he relied upon that Section (as opposed to the clear terms of the lease), such is simply not the case.

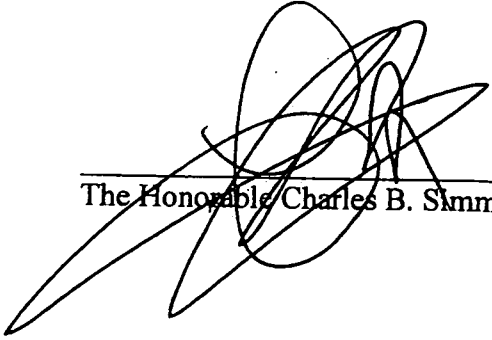
Tenant raises multiple other issues in its Motion to Reconsider. The Court has reviewed them and finds that either they were not raised in front of Judge Stilwell and/or this Court or that they do not change the conclusions set forth herein.

CONCLUSION

Based on the foregoing, it is

ORDERED, ADJUDGED AND DECREED that Tenant's Motion to Reconsider this Court's November 13, 2013 Order is denied.

IT IS SO ORDERED.


The Honorable Charles B. Simmons, Jr.

December 23, 2013
Greenville, South Carolina

EXHIBIT C

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

Sherman Financial Group, LLC,)

Plaintiff,)

v.)

FM FRI Greenville, LLC,)

Defendant.)

IN THE COURT OF COMMON PLEAS

C.A. NO.: 2013-CP-23-03075

AFFIDAVIT OF BRIAN SCHIEDEMEYER AS TO CERTAIN RENTS

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSBARGER
2013 NOV 4 PM 4:46


PERSONALLY APPEARED BEFORE ME, Brian Schiedemeyer, who, being first duly sworn, states as follows:

1. I am older than 18 years of age, I am competent to testify to the matters addressed herein, and I give this affidavit based on my personal knowledge of the facts described herein.
2. I am Senior Vice President of FRI SC Management, LLC, the property manager for Wells Fargo Center (the "Property Manager"), which is located at 15 South Main Street, Greenville, South Carolina.
3. In May 2003, Sherman Financial Group, LLC ("Sherman") leased certain property in the Wells Fargo Center as set forth in the Lease Agreement with a commencement date of December 1, 2003 and a scheduled expiration date of November 30, 2013.
4. The term of the Lease between FM FRI Greenville, LLC (as successor of FRI Greenville, LLC and Wolf Greenville, LLC, who were successors of DD Greenville, LLC) and Sherman Financial Group, LLC expires on November 30, 2013.

5. Sherman has not paid FM FRI Greenville LLC rent for June, July, August, September, October, or November of 2013. Such amounts are overdue under the terms of the Lease, and Sherman is thereby in default under the terms of the Lease.

6. I have calculated the amounts past due under the Lease, with late fees and operating expense reimbursement ("CAM") as allowed under the terms of the Lease, and have attached a true and correct copy of such calculation hereto as Exhibit 1. As the Court will note, the total amount due as of this filing is \$979,445.48.

FURTHER AFFIANT SAYETH NOT.



Brian Schiedemeyer

Subscribed and sworn to before me
this 4th day of November, 2013

Rebecca H. Briggs
Notary Public for South Carolina
My commission expires: 3/23/2019

Sherman Late Fee Calculation

	Lease ID Suite ID	Sherma 400	Shef 500	Sherm 600	She 700	She 800 800	She 801 801	She 810 810	She 8300 8300	Total
June	CAM	3,373.00	4,934.00	4,934.00	4,662.00	2,021.00	1,925.83	248.00	2,561.00	24,658.83
	Base Rent	23,035.16	23,035.16	23,035.16	21,766.63	11,030.08	9,542.12	7,593.78	8,722.67	127,760.76
	Total	26,408.16	27,969.16	27,969.16	26,428.63	13,051.08	11,467.95	7,841.78	11,283.67	152,419.59
June	Late Fee (2%)	528.16	559.38	559.38	528.57	261.02	229.36	156.84	225.67	3,048.39
	Total	26,936.32	28,528.54	28,528.54	26,957.20	13,312.10	11,697.31	7,998.62	11,509.34	155,467.98
July	Previous Balance	26,936.32	28,528.54	28,528.54	26,957.20	13,312.10	11,697.31	7,998.62	11,509.34	155,467.98
	CAM	3,373.00	4,934.00	4,934.00	4,662.00	2,021.00	1,644.00	248.00	2,561.00	24,377.00
	Base Rent	23,035.16	23,035.16	23,035.16	21,766.63	11,030.08	9,542.12	7,593.78	8,722.67	127,760.76
July	Total	53,344.48	56,497.70	56,497.70	53,385.83	26,363.18	22,883.43	15,840.40	22,793.01	307,605.74
	Late Fee (2%)	1,066.89	1,129.95	1,129.95	1,067.72	527.26	457.67	316.81	455.86	6,152.11
July	Total	54,411.37	57,627.66	57,627.66	54,453.55	26,890.45	23,341.10	16,157.20	23,248.87	313,757.86
	August	Previous Balance	54,411.37	57,627.66	57,627.66	54,453.55	26,890.45	23,341.10	16,157.20	23,248.87
CAM		3,373.00	4,934.00	4,934.00	4,662.00	2,021.00	1,644.00	248.00	2,561.00	24,377.00
Base Rent		23,035.16	23,035.16	23,035.16	21,766.63	11,030.08	9,542.12	7,593.78	8,722.67	127,760.76
August	Total	80,819.53	85,596.82	85,596.82	80,882.18	39,941.53	34,527.22	23,998.98	34,532.54	465,895.62
	Late Fee (2%)	1,616.39	1,711.94	1,711.94	1,617.64	798.83	690.54	479.98	690.65	9,317.91
August	Total	82,435.92	87,308.75	87,308.75	82,499.82	40,740.36	35,217.76	24,478.96	35,223.19	475,213.53
	September	Previous Balance	82,435.92	87,308.75	87,308.75	82,499.82	40,740.36	35,217.76	24,478.96	35,223.19
CAM		3,373.00	4,934.00	4,934.00	4,662.00	2,021.00	1,644.00	248.00	2,561.00	24,377.00
Base Rent		23,035.16	23,035.16	23,035.16	21,766.63	11,030.08	9,542.12	7,593.78	8,722.67	127,760.76
September	Total	108,844.08	115,277.91	115,277.91	108,928.45	53,791.44	46,403.88	32,320.74	46,506.86	627,351.29
	Late Fee (2%)	2,176.88	2,305.56	2,305.56	2,178.57	1,075.83	928.08	646.41	930.14	12,547.03
September	Total	111,020.97	117,583.47	117,583.47	111,107.02	54,867.26	47,331.96	32,967.16	47,437.00	639,898.31
	October	Previous Balance	111,020.97	117,583.47	117,583.47	111,107.02	54,867.26	47,331.96	32,967.16	47,437.00
CAM		3,373.00	4,934.00	4,934.00	4,662.00	2,021.00	1,644.00	248.00	2,561.00	24,377.00
Base Rent		23,035.16	23,035.16	23,035.16	21,766.63	11,030.08	9,542.12	7,593.78	8,722.67	127,760.76
October	Total	137,429.13	145,552.63	145,552.63	137,535.65	67,918.34	58,518.08	40,808.94	58,720.67	792,036.07
	Late Fee (2%)	2,748.58	2,911.05	2,911.05	2,750.71	1,358.37	1,170.36	816.18	1,174.41	15,840.72
October	Total	140,177.71	148,463.68	148,463.68	140,286.36	69,276.71	59,688.44	41,625.12	59,895.09	807,876.80
	November	Previous Balance	140,177.71	148,463.68	148,463.68	140,286.36	69,276.71	59,688.44	41,625.12	59,895.09
CAM		3,373.00	4,934.00	4,934.00	4,662.00	2,021.00	1,644.00	248.00	2,561.00	24,377.00
Base Rent		23,035.16	23,035.16	23,035.16	21,766.63	11,030.08	9,542.12	7,819.89	8,722.67	127,986.87
November	Total	166,585.87	176,432.84	176,432.84	166,714.99	82,327.79	70,874.56	49,693.01	71,178.76	960,240.67
	Late Fee (2%)	3,331.72	3,528.66	3,528.66	3,334.30	1,646.56	1,417.49	993.86	1,423.58	19,204.81
November	Total	169,917.59	179,961.50	179,961.50	170,049.29	83,974.35	72,292.05	50,686.87	72,602.33	979,445.48

Total Late Fees 66,118.98

Note: For Simplicity reasons and easy of tracking, the entire monthly late charge is only being assessed to one lease ID but relates to all lease ID's

STATE OF SOUTH CAROLINA
 CLERK OF COURT
 GREENVILLE CO. S.C. IN THE COURT OF COMMON PLEAS
 COUNTY OF GREENVILLE
 PAUL B. WICKENSIMMER

Sherman Financial Group
 2014 JAN 9 PM 4:53

C.A. NO.: 2013-CP-23-03075

Plaintiff,

CERTIFICATE OF SERVICE

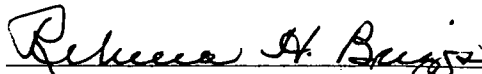
v.

FM FRI Greenville, LLC,

Defendant.

I hereby certify that a copy of Defendant FM FRI Greenville, LLC's *Notice of Motion and Motion for Contempt, Sanctions, Award of Additional Months' Rent, and Involuntary Dismissal with Exhibits* was served on counsel of record via electronic mail and U.S. mail this 7th day of January, 2014 addressed as follows:

Steven E. Farrar, Esq.
steve.farrar@smithmoorelaw.com
 William B. Swent, Esq.
William.swent@smithmoorelaw.com
 Jason D. Maertens, Esq.
Jason.maertens@smithmoorelaw.com
 SMITH MOORE LEATHERWOOD LLP
 300 East McBee Avenue, Suite 500
 Greenville, SC 29601


 Rebecca H. Briggs, Legal Assistant

Greenville, South Carolina

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

COUNTY OF GREENVILLE)
FILED-CLERK OF COURT

GREENVILLE CO. CASE NO.: 2013-CP-23-03075

PAUL B. WICKENSIMER

Sherman Financial Group, LLC)

MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

vs.)

2014 JAN 9 AM 8 42

FM FRI Greenville, LLC)

Defendant.)

Plaintiff's Attorney: Steven E. Farrar, Bar No. _____ Address: Smith Moore Leatherwood, LLP, 300 E. McBee Ave., Ste. 500, Greenville, SC 29601 Phone: 864-240-2433 Fax _____ E-mail: steve.farrar@smithmoorelaw.com Other: _____	Defendant's Attorney: Cynthia Buck Brown, Bar No. 66172 R. Patrick Smith, Bar No. 68270 Address: Harper, Lambert & Brown, P.A., PO Box 908, Greenville, SC 29602 Phone: 864-235-5535 Fax 864-235-6866 E-mail: cbrown@hlblegal.com Other: psmith@hlblegal.com
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MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
 FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
 PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Motion for Contempt and Sanctions
 Estimated Time Needed: 15 mins. Court Reporter Needed: YES / NO

SECTION II: Motion/Order Type

Written motion attached
 Form Motion/Order
 I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for Plaintiff / Defendant
 January 7, 2014
 Date submitted

SECTION III: Motion Fee

PAID - AMOUNT: \$ 25.00
 EXEMPT: (check reason)

- Rule to Show Cause in Child or Spousal Support
- Domestic Abuse or Abuse and Neglect
- Indigent Status State Agency v. Indigent Party
- Sexually Violent Predator Act Post-Conviction Relief
- Motion for Stay in Bankruptcy
- Motion for Publication Motion for Execution (Rule 69, SCRPC)
- Proposed order submitted at request of the court; or,
 reduced to writing from motion made in open court per judge's instructions
 Name of Court Reporter: _____
- Other: _____

JUDGE'S SECTION

Motion Fee to be paid upon filing of the attached order.
 Other: _____

JUDGE CODE _____
 Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____
 MOTION FEE COLLECTED: \$ _____
 CONTESTED - AMOUNT DUE: \$ _____